

Standard Bidding Document

Third-Party Review / Audit of Pakistan Standard Quality Control Authority
(PSQCA)
(Non-Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P13385-001
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April 06, 2026

*Ministry of Science and Technology (Ministry of Science and Technology), Section Officer
1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory
Phone: +92-307-012-8548, Email: so-gen@most.gov.pk*

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PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Ministry of Science and Technology (Ministry of Science and Technology)** has reserved Funds for the procurement planned for FY **2025-26**. The **Ministry of Science and Technology (Ministry of Science and Technology)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“Third-Party Review / Audit of Pakistan Standard Quality Control Authority (PSQCA)”**
2. The **Ministry of Science and Technology (Ministry of Science and Technology)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-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, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque** 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://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, April 15, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, April 15, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors 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>
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is

available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

Ministry of Science and Technology (Ministry of Science and Technology),
Section Officer

1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory

+92-307-012-8548

so-gen@most.gov.pk





Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

4. Form of Bid

4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

6. Price Adjustment

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

7. Bids Currencies

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

8. Bid Validity Period

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

10. Alternative Bids by Bidders

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

11. Withdrawal, Substitution, and Modification of Bids

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

12. Format and Signing of Bids

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

7. Preliminary Examination of Bids

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

8. Examination of Terms and Conditions, Technical Evaluation

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been

met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

9.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

11.4. The Procuring agency evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

13. Abnormally Low Financial Bids

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

14. Rejection of Bids

14.1. As per Rule 33 of the Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 46 of Public Procurement Rules, 2025

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 66 of Public Procurement Rules, 2025

18. Arbitration Clause

18.1. (Appointing Authority for the Arbitrator shall be Chief Justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

19. Fee of the Arbitrator

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

20. Socio-economic development

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 64 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of the Public Procurement Rules, 2004.

2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

6. **Signing of Contract**

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

7. **Performance Guarantee**

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

8. **Advance Payment**

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

9. **Arbitration**

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

10. **Corrupt & Fraudulent Practices**

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. **Grievance Redressal & Complaint Review Mechanism**

1. **Constitution of Grievance Redressal**

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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. Introduction		
1	1.1	<p>Name of Procuring Agency: Ministry of Science and Technology (Ministry of Science and Technology)</p> <p>The subject of procurement is: Third-Party Review / Audit of Pakistan Standard Quality Control Authority (PSQCA)</p> <p>Expected commencement date: Monday, June 1, 2026</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name and identification number of the Contract: P13385</p>
3.	4.6	<p>JV/Consortium or Association Allowed: No</p> <p>Number of JV/Consortium Members: Nil</p>
B. Bidding Documents		

4.	7.1	The Bidders may seek clarifications through EPADS v2.0 : Clarification Date: Tuesday, March 31, 2026
5.	8.1	Any addendum, in case issued, shall be published on Ministry of Science and Technology (Ministry of Science and Technology) website and on EPADS v2.0 .
6.	9.1	List of documents required along with the bid: No
7.	11.1	The qualification criteria to establish the supply / production capability of the bidder. <i>see Eligibility Criteria</i>
8.	7.6	Services and Their related documents: <i>See section Required Services and Scope of Work</i>
9.	13.1 & 13.2	Price schedule will be provided according to the format defined and acquired. <i>see section price schedule.</i>
10.	7.6.2	Specifications: <i>see section of specifications.</i>
C. Preparation of Bids		
11.	13.5	The price shall be Fixed .
12.	15.1	Currency of the Bids shall be : PKR

13.	16.1	The Bids/Bid Validity period shall be: 90 Days
14.	17.1	<p>The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in BDS 6</p> <p>The Bid Security shall be in the form of: Pay Order, Banker's Cheque</p>
15.	17.3	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.
16.	18.1	Alternative Bids to the requirements of the bidding documents willnot be permitted.
D. Submission of Bids		
17.	21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory</p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: Wednesday, April 15, 2026 11:00 AM</p>
E. Opening and Evaluation of Bids		

18.	26.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Wednesday</p> <p>Date: Wednesday, April 15, 2026</p> <p>Time : 11:30 AM</p>
19.	32.1	<p>Selection technique adopted will be: Least Cost Based Selection (LCBS) <i>see Evaluation Criteria</i></p>
<p>F. Award of Contract</p>		
20.	49.1	<p>The Performance guarantee shall: 0%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Nil</p>
21.	51.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>
<p>G. Review of Procurement Decisions</p>		
22.	53.1	<p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p>

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN)

Eligibility Criteria	Document
The Ministry of Science and Technology (MoST), Government of Pakistan, invites bids under the Single Stage Two Envelope procedure from reputed firms/organizations/joint ventures/consortia, registered with latest version of e-Pak Acquisition & Disposal System (EPADS 2.0), Income Tax, Sales Tax Authorities and appearing on the ATL of FBR, for conducting Third-Party Review / Audit of PSQCA.	No

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
Relevant Experience and Similar Assignments (Quantitative)(Doc Required)	35

Technical Expertise and HR Capacity (Quantitative)(Doc Required)	35
Methodology and Work Plan (Quantitative)(Doc Required)	15
Financial Strength of the Firm (Quantitative)(Doc Required)	15

Required Services

Lot Title : Third-Party Review / Audit of PSQCA

Bid Security : 1000000

Position	Delivery Schedule	Quantity
Third-Party Review / Audit of PSQCA	<p>Address: 1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory</p> <p>Schedule: 3 Months</p> <p>Quantity: 1</p>	1
Third-Party Review / Audit of PSQCA	<p>Address: 1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory</p> <p>Schedule: 3 Months</p> <p>Quantity: 1</p>	1

Related Services :

No

Services Specifications

Lot Title : Third-Party Review / Audit of PSQCA

Position: Third-Party Review / Audit of PSQCA

Specifications / Requirements:

As per Bidding Document attached at Annexure

Position: Third-Party Review / Audit of PSQCA

Specifications / Requirements:

As per Bidding Document attached at Annexure

Scope of Work

The scope is aligned with third-party review requirements for S&T bodies under MoST.

1. Review the legal and financial frameworks of the organizations.
2. Review the operational and institutional frameworks, including Human Resource and equipment etc. of the organizations.
3. Assess institutional efficiency, effectiveness, impact, value addition for stakeholders.
4. Assess alignment/conformity with international accreditation/ certifications/ standards.

5. Measure outputs, outcomes, and return on investment (ROI) through Key Performance Indicators (KPI).
6. Detailed audit of each PSQCA unit /lab with special focus on HR issues, KPI based performance management, suitability of lab equipment and accreditation status.
7. Standardization and Certification Mark Services of PSQCA in terms of processes & their automation, frequencies of inspection, validity periods and HR capabilities.
8. Stakeholders need and satisfaction survey
9. Identify key success indicators and achievements.
10. Identify performance gaps and mitigation strategies.
11. Identify and propose road map for self-reliant, and financial sustainability
12. Recommend reforms for PSQCA including but not limited to digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management by keeping in view the role of PSQCA is limited to standard function only.
13. Propose comprehensive and actionable reforms for PSQCA including legal framework, governance structure, HR re-structuring, KPI based performance management, workflow and operational modernization/technology upgradation/digitization, resource optimization, and development of a viable institutional and operational framework with sustainable financial and business model.

Price Schedule

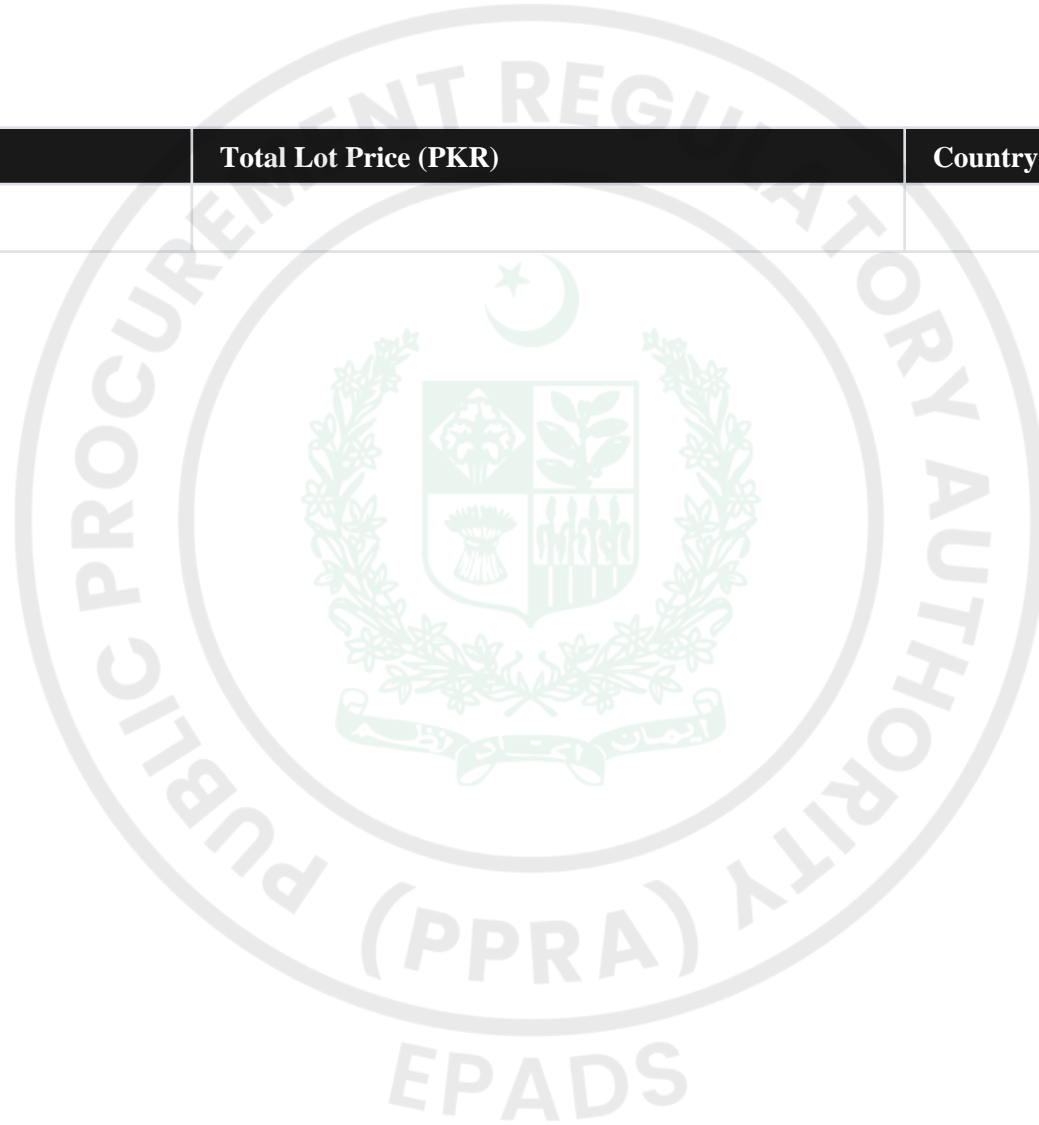
For Individual Positions

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

For Lots

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







General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor 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.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. **Authorized Representatives / Authority of Member in charge**

6.1. 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 Contractor may be taken or executed by the officials specified in the SCC.

B. **Commencement, Completion, Modification, and Termination of Contract**

1. **Effectiveness of Contract**

1.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

2. Commencement of Services

2.1. The Contractor 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.

3. Program schedule

3.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

4. Starting Date/Expiration Date

4.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

4.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

5. Entire Agreement

5.1. 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.

6. Modification

6.1. 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 modification(s) or variation(s) made by the other Party.

6.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

7. Force Majeure

7.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

7.3. Extension of Time

Any period within which a Contractor 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.

7.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

8. Termination

8.1. By the Procuring Agency

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

8.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

8.1.2. If the Contractor becomes (or, if the Contractor 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;

8.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

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

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

8.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar 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.

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

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

8.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

8.2.4. 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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

1.1.1. The Contractor 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 Contractor 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;

1.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

1.2. Law Applicable to Services

The Contractor 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-Bidders, comply with the Applicable Law.

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

2.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

2.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

2.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

3. Insurance to be Taken Out by the Contractor

3.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', 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, as shall be specified in the SCC; and (b) 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 have been paid.

4. Contractor's Actions Requiring Procuring Agency's Prior Approval

4.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

4.1.1. appointing such members of the Personnel not provided by the Contractor;

4.1.2. changing the Program of activities; and

4.1.3. any other action that may be specified in the SCC.

5. Reporting Obligations

5.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

6. Liquidated Damages

6.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

6.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

6.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

7. Performance Guarantee

7.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

7.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Sustainable Procurement

8.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

1. Description of Personnel

1.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

2. Removal and / or Replacement of Personnel

2.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

2.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

1.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

2. Services and Facilities

2.1. The Procuring Agency shall make available to the Contractor 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, at the times and in the manner specified in the Terms of Reference.

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

F. Payments to the Contractor

1. Contract Price

1.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

2. Terms and Conditions of Payment

2.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

2.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

3. Quality Control Identifying Defects

3.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

4. Correction of Defects, and Lack of Performance Penalty

4.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

4.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

4.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

5. Settlement of Disputes Amicable Settlement

5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6. Dispute Settlement

6.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor 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 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.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. 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
	<p>Definitions</p> <p>The Procuring Agency is:Ministry of Science and Technology (Ministry of Science and Technology),Section Officer1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory</p> <p>The Supplier is:</p> <p>The title of the subject procurement is:Third-Party Review / Audit of Pakistan Standard Quality Control Authority (PSQCA)</p>
GCC 2	<p>Applicable/Governing Law:</p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
GCC 3	<p>Language:</p> <p>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in English.</p>

<p>GCC 4</p>	<p>Notices:</p> <p>The addresses for the notices are:</p> <p>Procuring Agency:</p> <p>Ministry of Science and Technology (Ministry of Science and Technology),Section Officer 1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory +92-307-012-8548 so-gen@most.gov.pk</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p>GCC 6.1</p>	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Ministry of Science and Technology (Ministry of Science and Technology),Section Officer 1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory +92-307-012-8548 so-gen@most.gov.pk</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>GCC 7</p>	<p>Effectiveness of the contract</p> <p>The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties</p>
<p>GCC 8</p>	<p>Commencement of Contract:</p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>

<p>GCC 10.2</p>	<p>Expiration of Contract:</p> <p>The time period shall be</p>
<p>GCC 14</p>	<p>Termination</p> <p>In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.</p>
<p>GCC 16</p>	<p>Conflict of Interest:</p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
<p>GCC 20</p>	<p>Liquidated Damages</p> <p>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 1.00% to 2.00% of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.</p>
<p>GCC 21</p>	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil</p>
<p>GCC 27</p>	<p>Currency of Payment:</p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
<p>GCC 28</p>	<p>Payment terms:</p> <p>Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.</p>

GCC 29**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.



Following is the guidance for Dispute Resolution

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P13385**

To: **Ministry of Science and Technology (Ministry of Science and Technology), Section Officer 1- Constitution Avenue, Sector G-5/2., Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20____ between **Ministry of Science and Technology (Ministry of Science and Technology), Section Officer 1-Constitution Avenue, Sector G-5/2., Islamabad Capital Territory**

(hereinafter called “the Procuring Agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Third-Party Review / Audit of Pakistan Standard Quality Control Authority (PSQCA) (PI3385)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. *[add here: any other documents]*

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Ministry of Science and Technology (Ministry of Science and Technology), Section Officer 1- Constitution Avenue, Sector G-5/2., Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

Bidding/Tender Documents

The third-party review and audit shall focus on, but not be limited to, the assessment of institutional capacity, needs, operational efficiency, accreditation status, financial viability, overall impact, and, in the case of laboratories, human resource issues and the suitability of equipment.

Upload Document

Document Required

See Form Under Additional Forms and Documents: **Bidding/Tender Documents** (page number: 67)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 153)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 154)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 156)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 157)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 159)





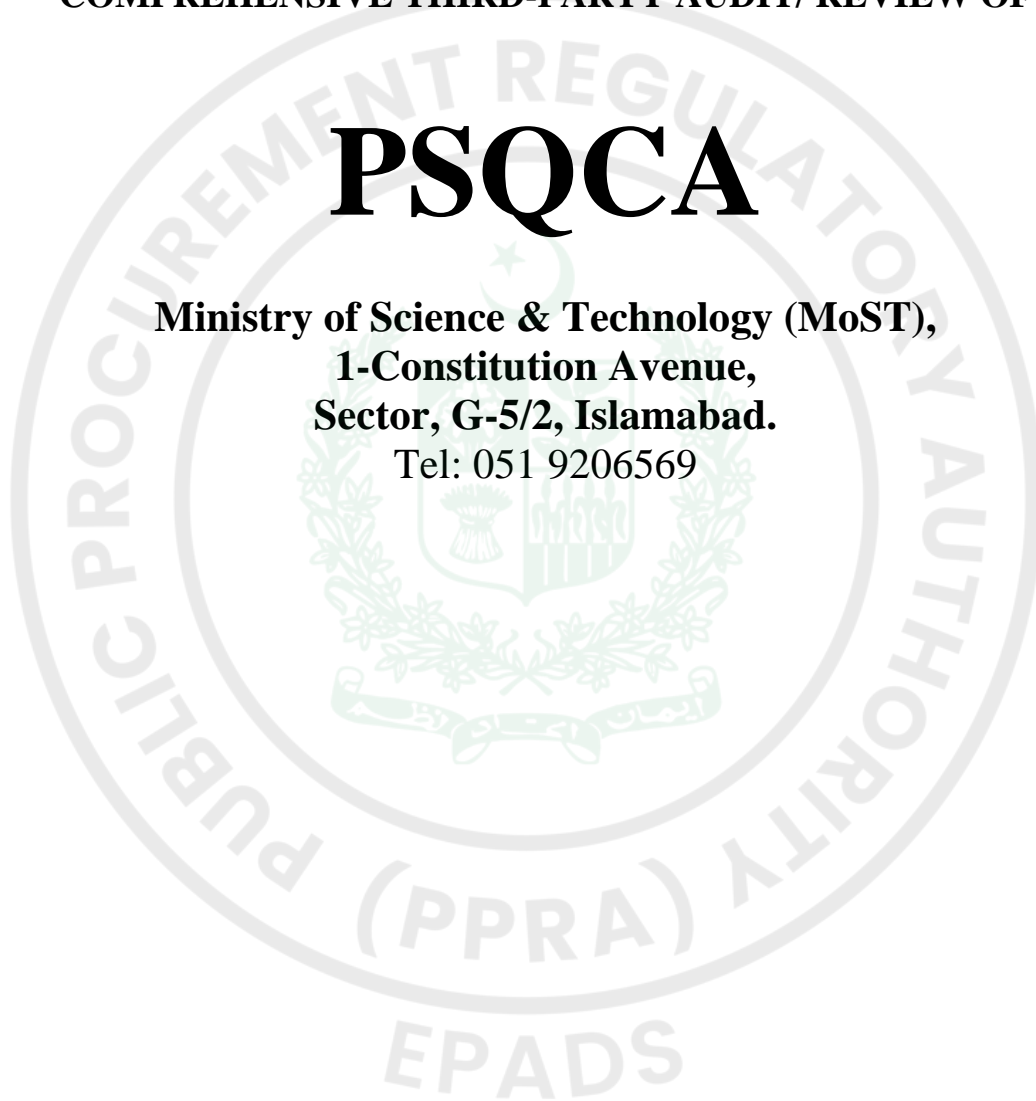
Additional Forms and Documents

Tender Notice No.13/2025-26

**HIRING THE SERVICES OF A REPUTED FIRM / ORGANIZATIONS /
JOINT VENTURES / CONSORTIA FOR CONDUCTING
COMPREHENSIVE THIRD-PARTY AUDIT/ REVIEW OF**

PSQCA

**Ministry of Science & Technology (MoST),
1-Constitution Avenue,
Sector, G-5/2, Islamabad.
Tel: 051 9206569**

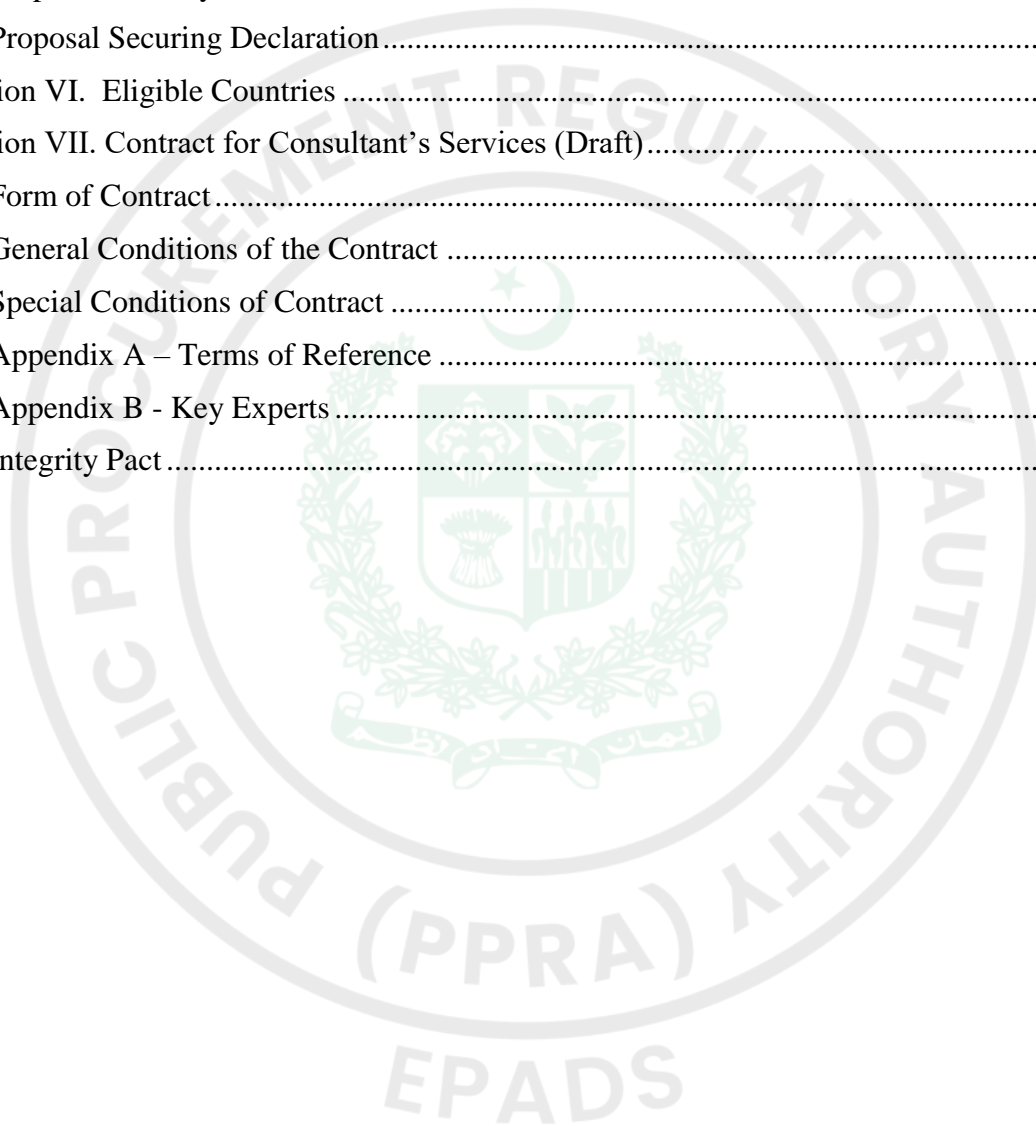


REQUEST FOR PROPOSALS

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Section I. Tender Notice

Ministry of Science and Technology



Tender Notice No.13/2025-26

For

HIRING THE SERVICES OF REPUTED FIRM / ORGANIZATIONS / JOINT VENTURES / CONSORTIA FOR CONDUCTING COMPREHENSIVE THIRD-PARTY AUDIT/ REVIEW OF PSQCA

The Ministry of Science and Technology (MoST), Government of Pakistan, invites bids under the **Single Stage Two Envelope procedure** from reputed firms/organizations/joint ventures/consortia, registered with latest version of **e-Pak Acquisition & Disposal System (EPADS 2.0)**, Income Tax, Sales Tax Authorities and appearing on the ATL of FBR, for conducting Third-Party Review / Audit of PSQCA.

The third-party review and audit shall focus on, but not be limited to, the assessment of institutional capacity, needs, operational efficiency, accreditation status, financial viability, overall impact, and, in the case of laboratories, human resource issues and the suitability of equipment.

The Bidding Documents containing detailed requirements, Terms and Conditions, description of the assignment, scope of services, deadlines, place of bid submission, and Evaluation Criteria, deliverables etc. are available, free of cost, on **EPADS 2.0** at their website and the Ministry's website www.most.gov.pk. **A Pre-Bid Meeting will be held on 31st March, 2026 at 01 P.M.** in the Committee Room (4th Floor) of MoST, Islamabad, to address queries of interested bidders.

Bids must be submitted through **EPADS 2.0 version before 11 A.M on 7th April, 2026**. The **technical bids will be opened on the same day at 11:30 AM** in the presence of the bidders' authorized representatives who choose to attend.

Sealed Bid Security, equivalent to **2% of the bid value**, must be submitted in the form of a Bank Draft/Demand Draft/Call Deposit Receipt (CDR) from any scheduled bank, in favour of **DDO, Ministry of Science and Technology, Islamabad**, in hard copy before the closing date.

Ministry of Science and Technology reserves the right to accept/ reject all bids or proposals or any change in the scope of work as per PPRA Rules.

(Allahyar Khan Kalwar)

Section Officer (General)

Ministry of Science and Technology (MoST)

1-Constitution Avenue, G5/2, Islamabad

Tel. 051-9206569

Section II. Instructions to Consultants

A. General Provisions

<p>1. Definitions</p>	<p>1.1 Definition</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable</p>
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	<p>to the Procuring Agency for the performance of the Contract.</p> <p>i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency</p>
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	and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	<p>2.1 The Ministry of Science and Technology (MoST), Islamabad intends to select a consultant from those listed in the Letter of Invitation, in accordance with Single stage two envelope process. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the subject assignment. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Ministry of Science and Technology (MoST) 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.</p> <p>2.3 Ministry of Science and Technology (MoST) Islamabad, Government of Pakistan, is taking various initiatives to improve scientific and industrial research for national export development and to meet international standards in this field.</p> <p>2.4 This document provides the necessary instructions for preparation and submission of proposals under this bidding process. Bidders are advised to read the bidding document carefully and comply with all requirements as per Public Procurement Rules, 2004 and the Standard Bidding Documents applicable to consultancy services.</p> <p>2.5 Ministry of Science and Technology (MoST) intends to hire firms/organizations to conduct Third Party review/performance audit of the Pakistan Standards and Quality Control Authority (PSQCA) and its standardization, certification marks and laboratories through a national competitive bidding process using the Single Stage–Two Envelope procedure.</p> <p>2.6 The focus will be on impact, efficiency, need, accreditation, financial sustainability. For the standardization, certification marks and laboratories, the HR issues and suitability of laboratory Equipment will also be focused upon.</p> <p>2.7 The procurement shall be conducted under the Single Stage – Two Envelope Procedure in accordance with Rule 36(b) of the PPRA Rules, 2004.</p> <p>2.8 Proposals must submit through EPADS strictly as per deadline. Late submissions shall be rejected.</p> <p>2.9 Proposals must be completed using the prescribed forms attached to the bidding document. Supporting documents including firm's registration, experience, past performance, and tax compliance certificates must be provided. Technical proposals must detail methodology, work plan, team composition, and understanding of scope.</p> <p>2.10 This document outlines the Terms of Reference (ToRs) for the</p>

	<p>third-party review of the Organization of Ministry of Science and Technology (i.e. PSQCA).</p> <p>2.11 These Terms of Reference (ToRs) define the scope, deliverables, and responsibilities for a third-party review.</p> <p>2.12 The review focus will be on impact, performance, efficiency, effectiveness, need analysis, accreditation, financial sustainability and strategic alignment with Science, Technology, and Innovation (STI) objectives of the nation and ministry, For the standardization, certification marks and laboratories, the HR issues and suitability of laboratory Equipment will also be focused upon.</p> <p>2.13 The firm (the firm staff) will have the excess to all needed record, however, in case of difficulty, the firm may contact the MoST in this regard, immediately.</p> <p>2.14 All reports, data, and materials developed under this assignment shall remain the property of the Ministry of Science and Technology (MoST). The firm shall treat all information obtained during the course of the study as confidential and shall not use this data in any form and in any condition other the present study. Intellectual Property Rights (IPR) of deliverables shall rest exclusively with MoST.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> <p>Due to conflict of interest, no person or association of persons presently working in any organization of MoST is eligible to take</p>

	part in the bidding process, in any capacity, whatsoever.
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p> <ul style="list-style-type: none"> • Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Furthermore, in terms of PPRA Regulations on Procurement of Consultancy Services 2010, firms may declare any conflict of interest arising from any other assignment of similar nature. • A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified. • Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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 Agreement.
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Procuring Agency’s staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p> <ul style="list-style-type: none"> • No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p>
<p>6.</p>	<p>6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p>a. Sanctions</p>	<p>6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine.</p>
<p>b. Prohibitions</p>	<p>6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).</p>
<p>c. Restrictions for public employees</p>	<p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <ul style="list-style-type: none"> (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the</p>

	<p>government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) Their hiring would not create a conflict of interest.</p>
B. Preparation of Proposals	
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the bidding document in detail. Material deficiencies in providing the information requested in the bidding document may result in rejection of the Proposal.</p> <p>7.2 Firm will arrange and deploy technically sound and competent personnel to conduct unbiased study, survey, review and appraisal in a professional manner with sheer honesty and integrity.</p> <p>7.3 Firm may use any or combination of professional, statistical, mathematical, computational etc. tools to conduct and complete the review, performance appraisal and analysis of the designated organizations / institutions.</p> <p>7.4 The MoST does not take any responsibility for collecting the bids from Firm. Your authorized representative may attend the Tender opening meeting, if desired. The request for extension of closing date and time shall not be entertained and tender received after closing time or date or without Pay Order / Bank Draft of Bid Security shall be returned to firm, unopened.</p> <p>7.5 The MoST reserve the right to increase or decrease the quantities / Scope of Work and accept or reject any or all of the bids or cancel any or all items prior to the acceptance of bids. However, the grounds / reasons for rejection shall be communicated to any bidder upon request.</p> <p>7.6 It must be clearly indicated in the offer / Bid that the quotation fully conforms to Technical Specifications / aspects and Terms & Conditions of the Tender Enquiry.</p>
<p>8 Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any</p>

	liability to the Consultant.
9 Language	9.1 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 English language.
10 Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Proposal Data Sheet . If specified in the Proposal Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
11 Only One Proposal for each organization	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal for each organization, 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 Proposal Data Sheet and subject to regulatory instructions, if any. Hence, this does not preclude any firm/Consultant of submitting separate proposal for consultancy services for other organizations of MoST but restricts on submitting one proposal for the review/audit of each organization.
12 Proposal Validity	12.1 Proposals shall remain valid for the period 90 days (extendable) as specified in the Proposal Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. <ul style="list-style-type: none"> Validity of each bid should be for minimum period of 90 days (extendable) from the date of opening of the bid. Each Bid must be accompanied by sealed Bid security in the form of a

	Pay Order / Bank Draft in favor of DDO, MoST, issued by any of the scheduled Bank of Pakistan for an amount at least equal to 2% of the Bid price.
a. Extension of Validity Period	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
	12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
	12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.
	12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.

	<p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p>
	<p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security
<p>13 Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Proposal Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Proposal Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the 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:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. <p>13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14 Preparation of Proposals – Specific</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p>

Considerations	<p>i. The Procuring Agency may indicate in the Proposal 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.</p> <p>ii. If stated in the Proposal Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Proposal 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 Proposal Data Sheet.</p>
15 Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.
16 Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section V of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Proposal Data Sheet .
a. Taxes	16.2 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 Proposal Data Sheet.
b. Currency of Proposal	16.3 The Consultant shall express the price for its Services in PKR.
c. Currency of Payment	16.4 Payment under the Contract shall be made in PKR.
C. Submission, Opening and Evaluation	
17 Submission, Withdrawal and Amendments in Bid / Proposal documents	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents electronically through EPAD.</p> <p>17.2 The Consultant shall follow PPRA rules / guidelines for submission, withdrawal and amendments in the Bid / Proposal documents.</p> <p>17.3 In case of any query regarding submission of bidding documents / proposal, the firm may approach Section Officer (General), MoST through E-mail and telephonically. Email: netadmin@most.gov.pk, Tel: 051-9206569</p>
18 Confidentiality	18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be

	<p>disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
<p>19 Opening of Proposal (Technical Proposals)</p>	<p>19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the Proposal Data Sheet. The Consultant' representatives present shall sign a register as proof of their attendance.</p> <p>19.2 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend in person. The opening date, time and the address are stated in the Proposal Data Sheet.</p> <p>19.3 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; and (ii) any other information deemed appropriate or as indicated in the Proposal Data Sheet.</p>
<p>20 Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21 Evaluation of Technical Proposals</p>	<p>21.1 The 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 Proposal Data Sheet. Each responsive Proposal will be given</p>

	<p>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 Proposal Data Sheet.</p>
<p>22 Public Opening of Financial Proposals (LCS method)</p>	<p>22.1 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. The Financial Proposals of non-responsive consultants shall be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening of the Financial Proposals in person.</p> <p>22.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals shall be opened, and the total prices read aloud and recorded.</p>
<p>23 Correction of Errors</p>	<p>23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>24 Taxes</p>	<p>24.1 Financial Proposal shall include all kinds of applicable taxes, duties and levies.</p>
<p>25 Method of Selection (Least-Cost Selection)</p>	<p>25.1 The Procuring Agency shall select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
<p>D. Negotiations and Award</p>	
<p>26 Negotiations</p>	<p>26.1 The negotiations will be held at the date and address indicated in the Proposal Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>26.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.</p>

<p>a. Availability of Key Experts</p>	<p>26.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>26.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>27 Conclusion of Negotiations</p>	<p>27.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>27.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p>
<p>28 Award of Contract</p>	<p>28.1 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 Most Advantageous Consultant on the basis of least cost selection method.</p>
<p>29 Grievance Redressal Mechanism</p>	<p>29.1 Ministry of Science and Technology has notified a Grievance Redressal Committee (GRC) under the rules for the subject matter.</p> <p>29.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC</p>

	<p>well before the bid submission deadline.</p> <p>29.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>29.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>29.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>29.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.</p>
<p>30 Mechanism of Blacklisting</p>	<p>30.1 Ministry of Science and Technology shall initiate proceedings for blacklisting of the firm(s) as per Rule-19 of the Public Procurement Rules, 2004, in case of corrupt and fraudulent practices, failure to perform contractual obligations or for any other reason as covered under the PPRA rules / regulations.</p>

Section III. Proposal Data Sheet

3.1 Terms of Reference (ToRs) for Third-Party Review of PSQCA

1. Objectives

The selected consulting firm shall:

1. Review PSQCA's legal, operational, institutional, technical, and HR frameworks.
2. Assess Quality Control infrastructure/ capabilities, Certification Marks Scheme, traceability, and QMS compliance (ISO/IEC 17025, 17020, 17065, 9001, 17067, 17021), and lab infrastructure.
3. Evaluate ongoing Schemes, Standardization processes as per PSQCA mandate, testing activities of Laboratories against the SOPs for determining efficiency.
4. Conduct detailed audit of each PSQCA unit /lab with special focus on HR issues, KPI based performance management, suitability of lab equipment and accreditation status.
5. Analyze Standardization and Certification Mark Services of PSQCA in terms of processes & their automation, frequencies of inspection, validity periods, HR capabilities, stakeholders need and satisfaction
6. Examine/Review financial/ budget utilization and revenue generation.
7. Evaluate alignment and harmonization of PSQACA established standards with international standards/benchmarks.
8. Benchmarking with similar international organizations. Identification of gaps in terms of legal framework, organizational structure, human resource capabilities and equipment for ease of doing business and trade facilitation.
9. Propose actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function.
10. Propose comprehensive and actionable reforms for PSQCA including legal framework, governance structure, HR re-structuring, KPI based performance management, workflow and operational modernization/technology upgradation/digitization, resource optimization, and development of a viable institutional and operational framework with sustainable financial/business model.

Include, in its final report, study of any other area identified by the Ministry related to the assignment.

2. Scope of Work

The scope is aligned with third-party review requirements for S&T bodies under MoST.

- i. Review the legal and financial frameworks of the organizations.
- ii. Review the operational and institutional frameworks, including Human Resource and equipment etc. of the organizations.
- iii. Assess institutional efficiency, effectiveness, impact, value addition for stakeholders.
- iv. Assess alignment/conformity with international accreditation/ certifications/ standards.
- v. Measure outputs, outcomes, and return on investment (ROI) through Key Performance Indicators (KPI).
- vi. Detailed audit of each PSQCA unit /lab with special focus on HR issues, KPI based performance management, suitability of lab equipment and accreditation status.
- vii. Standardization and Certification Mark Services of PSQCA in terms of processes & their automation, frequencies of inspection, validity periods and HR capabilities.
- viii. Stakeholders need and satisfaction survey
 - ix. Identify key success indicators and achievements.
 - x. Identify performance gaps and mitigation strategies.
 - xi. Identify and propose road map for self-reliant, and financial sustainability
- xii. Recommend reforms for PSQCA including but not limited to digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management by keeping in view the role of PSQCA is limited to standard function only.
- xiii. Propose comprehensive and actionable reforms for PSQCA including legal framework, governance structure, HR re-structuring, KPI based performance management, workflow and operational modernization/technology upgradation/digitization, resource optimization, and development of a viable institutional and operational framework with sustainable financial and business model.

3.1.4. Methodology and Deliverables:

Activity / Deliverable	Description	Timeline
1. Inception Report & Work Plan	<ul style="list-style-type: none"> • Develop and present a comprehensive inception report. • It should cover objectives, scope, evaluation matrix, methodology, sampling plan for conducting the study. • Legal, financial, operational and institutional frameworks of PSQCA • Institutional efficiency, effectiveness, impact and value addition for stakeholders as per PSQCA mandate ensuring ethical compliance. • Suggest a comparative international benchmark for assessing performance of PSQCA. 	Timeline for each activity / deliverable to be given by the bidder in work plan / methodology (total timeline for the assignment shall be 03 months).
2. Baseline Assessment	<ul style="list-style-type: none"> • Assessment of baseline parameters in PSQCA Units / Labs / Wings/Directorates/ Regional and liaison offices/ Centers, across key performance domains e.g. physical infrastructure, Lab equipment suitability and relevance with the industry needs. • Baseline assessment of organizational capacity and capability in terms of human and financial resource to discharge functions as per mandate of PSQCA. 	
3. Mapping & Stakeholders Engagement Plan	<ul style="list-style-type: none"> • Identify key stakeholders: industry clients, regulatory bodies, accredited labs, MoST entities, service users and international partners. • Develop a Consultation Toolkit for interviews, FGDs, lab walkthroughs, surveys, and technical evaluations of Certification Marks Scheme, standardization. 	
4. Data Collection & Tools	<ul style="list-style-type: none"> • Develop tools for PSQCA specific data collection and analysis including lab testing facilities, equipment suitability, Certification Marks Scheme, standardization, HR capacities, expenditures, 	

	financial resources mobilization, organizational processes etc.	
5. Governance Review	<ul style="list-style-type: none"> • Review the governance structures, processes, policies, and decision-making mechanisms of the organizations to assess transparency, accountability, and effectiveness. • Assess legal status, organizational structure, HR framework and International certifications. 	
6. Operational & HR Assessment	<ul style="list-style-type: none"> • Review of need, impact, efficiency and operating profitability of PSQCA. • Detailed audit of each PSQCA unit /lab/ Wings/Directorates/ Regional and liaison offices with special focus on HR issues and suitability of lab equipment. • Innovation adoption, service delivery, quality, outreach, engagements with stakeholders as per mandate of PSQCA • Review of standardization and certification Marks services of PSQCA in terms of processes and their automation/digitization, frequency of inspection, validity period. • Review organizational workflows, HR availability, structure, SOPs, and individual & unit-level performance. • Provide a clear understanding of business allocation, tasking and execution within the organization to improve service delivery. • Technical Human Resource Suitability: Assess the adequacy, specialization, training and specific qualification of officers & support staff and identify critical skill gaps. 	

<p>7. Financial Sustainability, ROI, and Commercialization Analysis</p>	<ul style="list-style-type: none"> • Conduct a comprehensive assessment of annual budgeting (development, non-development and self-generated funds), financial sustainability, cost recovery, and revenue generation. • Evaluate input-output relationships, return on investment (ROI), cost-effectiveness, cost benefit ratio and socio-economic impact. • Analyze commercialization readiness and, Public -Private Partnership (PPP) opportunities and Joint Venture/Market Integration potential. • Development and application of KPIs. 	
<p>8. Development of PSQCA Performance Index</p>	<ul style="list-style-type: none"> • Develop Performance Index covering: <ul style="list-style-type: none"> • PSQCA industrial Linkages and Collaboration • Conformity Assessment • Standardization • Certification Marks licensing. • Turnaround time • Customer satisfaction • Accreditation status & compliance • Equipment utilization • HR productivity & skill depth • Financial performance • Benchmarking against peer organizations globally. • Combine quantitative and qualitative indicators for comprehensive scoring. 	
<p>9. Success Indicators & Achievements</p>	<ul style="list-style-type: none"> • Identify PSQCA's key achievements, such as: <ul style="list-style-type: none"> • Standardization. • Quality Control/ Regulatory Activities. • Conformity Assessment/ Certification Marks • Accreditation of testing facilities • PSQCA industrial Linkages, Collaboration and impact • International linkages/Collaboration • Customers outreach /satisfaction 	
<p>10. Gap Analysis</p>	<ul style="list-style-type: none"> • Identify gaps in the services provided by PSQCA in its standardization, testing facilities, conformity assessment, certification marks, inspections viz-a -viz local and international market demand • Gap between the accredited and non- accredited testing parameters and Labs facilities required for fulfilling current and future export needs 	

	<ul style="list-style-type: none"> • Identify institutional gaps for converting lab level research to marketable products • Identification of gaps between Policy alignment and intervention required to achieve outcomes aligned with the mandate of PSQCA. • Identification of gaps between the PSQCA and comparable international benchmark • Identification of gaps of need based standardization for trade facilitation. • Identification of gaps of certifications and their acceptance internationally for trade facilitation • Identification of gaps of conformity assessment services to meet the local and international requirements 	
11. Way forward	<ul style="list-style-type: none"> • Suggest a viable institutional / legal framework, human resource requirements / capabilities, equipment upgradation / requirements and business process re-engineering according to international benchmarking • Mapping of resources and preparation of comprehensive business plan, commercialization plan and sustainability matrix to create a roadmap for PSQCA to attain self-sufficiency. • Alternate proposal shall also be presented covering actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function and optimal utilization of resources. 	
12. Final Evaluation Report	<ul style="list-style-type: none"> • Submission and approval of the final Evaluation Report containing audit of laboratories, standardization and certification marks/conformity assessment functions of PSQCA with special focus on HR issues and lab equipment, • Present actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI 	

	<p>based performance management with focus on retaining only standard setting function and optimal utilization of resources.</p> <ul style="list-style-type: none"> The final evaluation report will be submitted after incorporating input from PSQCA, stakeholders and MoST. 	
13. Presentation to MoST / Steering Committee	<p>Presentation of key findings, observations and policy recommendations to MoST and Steering Committee.</p> <p>Final Approval by Secretary MoST, satisfactory completion of Contract</p>	

- The task and all deliverables need to be completed within a period of 03 months (90 days).
- All above activities/deliverables will be considered completed on approval of the Federal Secretary, MoST
- 25 hard copies and soft copy on flash drive shall be provided for each activity/deliverable.

Note: Bidders are requested to read this document carefully and provide complete information required in this TOR. All information required in the Technical Evaluation Criteria must be provided. MoST reserves the right to reject Proposals with in-complete or partial or dubious information.

3.2 Technical and Financial Proposals

3.2.1. The firms shall submit their technical proposals on the basis of the TORs given in the bidding document through following format:

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
TECH-6A	Experts required for each group of organizations.

3.2.2. The firms shall submit their financial proposals on **Form FIN-1** the basis of the TORs given in the bidding document.

3.2.3. Firm shall submit **electronic bid (Single Stage Two Envelope Bidding System)** along with the sealed bid security at least equal to 2% of the Bid money in favor of DDO (MoST).

3.3 Evaluation of Proposals.

- Initial scrutiny of the bids shall be carried out to determine / check its responsiveness and conformity with the requirements of bid. The technical evaluation shall be carried out on the basis of Technical Evaluation Criteria as mentioned in the bid document.
- **Firms getting at least 70 or more marks out of 100 marks in the Technical Proposals / Bids will be considered technically responsive / qualified / successful.** Financial proposals of only the technically responsive / qualified firms will be opened. The contract will be awarded to the Bidder offering the most advantageous bid on the basis of least cost method.
- **In case no Bidder is found technically responsive, MoST reserves the right to re-invite the Bids.**

Note: Bidders are requested to read this document carefully and provide complete information required in this TOR. All information required in the Technical Evaluation Criteria must be provided. MoST reserves the right to reject Proposals with in-complete or partial or dubious information.

3.4 Time and method for Submission of Bids.

- Electronic Bids must be submitted through **EPADS 2.0** before closing time (as per tender notice) after the publication of advertisement in the newspaper.

3.5 Clarification(s) / Queries of Tender (Pre-Bid Meeting)

- **Pre-bid meeting will be held on 1st April 2026 at 01 P.M.** in the Committee Room of Ministry of Science & Technology (MoST), 1-Constitution Avenue, Sector G-5/2, Islamabad.
- The Firm is expected to carefully examine all instructions, forms and specifications in the Bidding Documents. Any Firm having queries in connection with the bid documents may contact the following office.

**Section Officer (G), MoST,
Ministry of Science & Technology (MoST),
1-Constitution Avenue, Sector G-5/2, Islamabad.
Email. netadmin@most.gov.pk
Tel. 051-9206569**

3.6 Opening of Bids

- Technical proposals will be opened on **7th April, 2026 at 11:30 P.M.** in the committee room of Ministry of Science & Technology (MoST), 1-Constitution Avenue, Sector G-5/2, Islamabad.

3.7 Mandatory Selection Criteria

Bids submitted will be evaluated on the basis of the following criteria:

3.7 (a) Eligibility (Mandatory Requirements)

(Yes/No basis — non-compliance leads to disqualification and will not be technically evaluated)

- Registration with SECP/Registrar of Firms and FBR (valid NTN, GST, ATL).(Yes / No)
- Minimum 5 years of experience in audits/reviews of public sector/scientific organizations. (Yes / No)
- Not blacklisted by any government, donor, or international agency (affidavit required). (Yes / No)
- For international firms in JV/consortium: presence of a local partner firm registered in Pakistan and listed on ATL. (Yes / No)

(b) Technical Evaluation (Minimum Passing: 70 Marks)

Criteria	Marks Allocation
Relevant Experience & Similar Assignments Completed in last 10 years (performance audit/review of R&D bodies, labs, public sector orgs etc.) (number, size, relevance) (proof required)	35
Technical Expertise & HR Capacity (availability of qualified auditors, engineers, scientists, financial experts, HR specialists) (proof required)	35
Methodology & Work Plan (understanding of assignment, audit framework, proposed approach)	15
Financial Strength of leading firms (audited accounts of last 3 years, annual turnover of minimum Rs. 10 million)	15
Total	100

3.8 Presentation

For evaluation of technical proposal, the bidder may be required to give a detailed presentation on strategy, methodology and work plan of the firm to the evaluation committee, if desired.

3.9 Financial Evaluation

- Firms securing **at least 70 marks in technical evaluation** will be considered for financial evaluation.
- Based on reasonableness and competitiveness of the technical and financial proposal, the most advantageous/responsive Bid will be selected on Least Cost Basis.

3.10 Additional Services

A contract price will be subjected to adjustment as a result of addition/reduction in scope of work w.e.f. the date of its coming into effect / force.

3.11 Performance Bond / Bank Guarantee

- Within fifteen (15) days of receipt of the notification of contract award, the successful Firm shall furnish to DDO, MoST, the Bank Guarantee / **Performance Bond** for an amount equivalent to **10% of contract value / Bid Price.**
- The bank guarantee / performance bond shall remain valid and in full force and effect during validity / extended validity of the contract.
- The validity of Bank Guarantee / Performance Bond shall be extended by the Firm if the completion of contract is delayed, whether in whole or in part.
- The firm will be responsible to bear the cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof.
- The Bank Guarantee / Performance Bond will be discharged after successful completion of the contract.

- The Bank Guarantee must be as per format to be provided by the Section Officer (G), MoST before the award of the contract.
- The proceeds of the Performance Bond shall be payable to the DDO, MoST, as compensation for any loss resulting from the Firm's failure to complete its performance obligations under the contract.

3.12 Right to Withdraw the Request for Bids.

MoST reserves the right to annul the bidding process at any time prior to the signing of the contract in accordance with Rule 33 of Public Procurement Rules, 2004, and shall incur no liability towards bidders who have submitted the bids / proposals.

3.13 Signing of Contract.

Within 15 days after notification to the successful Firm regarding acceptance of its bid, the contract incorporating all agreements between the parties will be signed.

3.14 Schedule of Payments

Payments to the selected firm shall be made upon satisfactory completion and acceptance of the deliverables, verified by the Ministry of Science and Technology (MoST) and approved by the competent authority. The proposed payment schedule is as follows:

Activity / Deliverable	Description	Timeline	Payment (% of Total Contract Value)
<p>1. Inception Report & Work Plan</p>	<ul style="list-style-type: none"> • Develop and present a comprehensive inception report. • It should cover objectives, scope, evaluation matrix, methodology, sampling plan for conducting the study. • Legal, financial, operational and institutional frameworks of PSQCA • Institutional efficiency, effectiveness, impact and value addition for stakeholders as per PSQCA mandate ensuring ethical compliance. • Suggest a comparative international benchmark for assessing performance of PSQCA. 	<p>Timeline for each activity / deliverable to be given by the bidder in work plan / methodology (total timeline for the assignment shall be 03 months).</p>	<p>10 % after completion of 1 – 4 deliverable</p>

<p>2. Baseline Assessment</p>	<ul style="list-style-type: none"> • Assessment of baseline parameters in PSQCA Units / Labs / Wings/Directorates/ Regional and liaison offices/ Centers, across key performance domains e.g. physical infrastructure, Lab equipment suitability and relevance with the industry needs. • Baseline assessment of organizational capacity and capability in terms of human and financial resource to discharge functions as per mandate of PSQCA. 		
<p>3. Mapping & Stakeholders Engagement Plan</p>	<ul style="list-style-type: none"> • Identify key stakeholders: industry clients, regulatory bodies, accredited labs, MoST entities, service users and international partners. • Develop a Consultation Toolkit for interviews, FGDs, lab walkthroughs, surveys, and technical evaluations of Certification Marks Scheme, standardization. 		
<p>4. Data Collection & Tools</p>	<ul style="list-style-type: none"> • Develop tools for PSQCA specific data collection and analysis including lab testing facilities, equipment suitability, Certification Marks Scheme, standardization, HR capacities, expenditures, financial resources mobilization, organizational processes etc. 		
<p>5. Governance Review</p>	<ul style="list-style-type: none"> • Review the governance structures, processes, policies, and decision-making mechanisms of the organizations to assess transparency, accountability, and effectiveness. • Assess legal status, organizational structure, HR framework and International certifications. 		

<p>6. Operational & HR Assessment</p>	<ul style="list-style-type: none"> • Review of need, impact, efficiency and operating profitability of PSQCA. • Detailed audit of each PSQCA unit /lab/ Wings/Directorates/ Regional and liaison offices with special focus on HR issues and suitability of lab equipment. • Innovation adoption, service delivery, quality, outreach, engagements with stakeholders as per mandate of PSQCA • Review of standardization and certification Marks services of PSQCA in terms of processes and their automation/digitization, frequency of inspection, validity period. • Review organizational workflows, HR availability, structure, SOPs, and individual & unit-level performance. • Provide a clear understanding of business allocation, tasking and execution within the organization to improve service delivery. • Technical Human Resource Suitability: Assess the adequacy, specialization, training and specific qualification of officers & support staff and identify critical skill gaps. 		<p>10 % after completion of 5 - 6 deliverable</p>
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EPADS

<p align="center">7. Financial Sustainability, ROI, and Commercialization Analysis</p>	<ul style="list-style-type: none"> • Conduct a comprehensive assessment of annual budgeting (development, non-development and self-generated funds), financial sustainability, cost recovery, and revenue generation. • Evaluate input-output relationships, return on investment (ROI), cost-effectiveness, cost benefit ratio and socio-economic impact. • Analyze commercialization readiness and, Public -Private Partnership (PPP) opportunities and Joint Venture/Market Integration potential. • Development and application of KPIs. 		<p align="center">10 % after completion of 7 deliverable</p>
<p align="center">8. Development of PSQCA Performance Index</p>	<ul style="list-style-type: none"> • Develop Performance Index covering: <ul style="list-style-type: none"> • PSQCA industrial Linkages and Collaboration • Conformity Assessment • Standardization • Certification Marks licensing. • Turnaround time • Customer satisfaction • Accreditation status & compliance • Equipment utilization • HR productivity & skill depth • Financial performance • Benchmarking against peer organizations globally. • Combine quantitative and qualitative indicators for comprehensive scoring. 		<p align="center">20 % after completion of 8 - 10 deliverable</p>
<p align="center">9. Success Indicators & Achievements</p>	<ul style="list-style-type: none"> • Identify PSQCA's key achievements, such as: <ul style="list-style-type: none"> • Standardization. • Quality Control/ Regulatory Activities. • Conformity Assessment/ Certification Marks • Accreditation of testing facilities • PSQCA industrial Linkages, Collaboration and impact 		

	<ul style="list-style-type: none"> • International linkages/Collaboration • Customers outreach /satisfaction 		
<p>10. Gap Analysis</p>	<ul style="list-style-type: none"> • Identify gaps in the services provided by PSQCA in its standardization, testing facilities, conformity assessment, certification marks, inspections viz-a -viz local and international market demand • Gap between the accredited and non- accredited testing parameters and Labs facilities required for fulfilling current and future export needs • Identify institutional gaps for converting lab level research to marketable products • Identification of gaps between Policy alignment and intervention required to achieve outcomes aligned with the mandate of PSQCA. • Identification of gaps between the PSQCA and comparable international benchmark • Identification of gaps of need based standardization for trade facilitation. • Identification of gaps of certifications and their acceptance internationally for trade facilitation 		

	<ul style="list-style-type: none"> • Identification of gaps of conformity assessment services to meet the local and international requirements 		
11. Way forward	<ul style="list-style-type: none"> • Suggest a viable institutional / legal framework, human resource requirements / capabilities, equipment upgradation / requirements and business process re-engineering according to international benchmarking • Mapping of resources and preparation of comprehensive business plan, commercialization plan and sustainability matrix to create a roadmap for PSQCA to attain self-sufficiency. • Alternate proposal shall also be presented covering actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function and optimal utilization of resources. 		25 % after completion of 11 - 12 deliverable
12. Final Evaluation Report	<ul style="list-style-type: none"> • Submission and approval of the final Evaluation Report containing audit of laboratories, standardization and certification marks/conformity assessment functions of PSQCA with special focus on HR issues and lab equipment, 		

	<ul style="list-style-type: none"> • Present actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function and optimal utilization of resources. • The final evaluation report will be submitted after incorporating input from PSQCA, stakeholders and MoST. 		
13. Presentation to MoST / Steering Committee	<p>Presentation of key findings, observations and policy recommendations to MoST and Steering Committee.</p> <p>Final Approval by Secretary MoST, satisfactory completion of Contract</p>		25% after completion of 13

Total: 100%

3.15 Additional Conditions:

- All payments are subject to approval of deliverables by Secretary MoST.
- The firm shall submit **invoices with supporting evidence** for deliverable completion.
- Taxes shall be deducted at source as per applicable Government rules.
- No advance payment shall be made.
- Any delay in deliverables beyond the agreed timeline may result in **liquidated damages** as per contract terms.

3.16 Summary of Proposal Data Sheet

S. No.	Particulars	Details / Description
1	Name of Client	Ministry of Science and Technology (MoST), Islamabad
2	Method of Selection	Single Stage – Two Envelope Procedure (Rule 36(b), PPRA Rules 2004)
3	Title of Assignment	Hiring of Third-Party Review / Performance Audit Firm for PSQCA
4	Submission Deadline	Bids must be submitted through EPADS 2.0 version on or before 7th April, 2026 at 11 A.M. The technical bids will be opened online on the same day at 11.30 AM in the presence of the bidders' authorized representatives who choose to attend.
5	Technical Bid Opening	On the last day of bid submission i.e. 07.04.2026 at 11:30 A.M in MoST Committee Room, Islamabad
6	Bid Validity Period	90 days (extendable as per Rule 26, PPRA Rules 2004)
7	Bid Security	2% of the Bid Value in the form of Pay Order / Bank Draft in favor of DDO, MoST (Rule 25, PPRA Rules 2004)
8	Performance Guarantee	10% of Contract Value (Rule 39, PPRA Rules 2004)
9	Evaluation Method	Least Cost Method (for technically qualified bidders scoring ≥ 70 marks)
10	Technical Evaluation Passing Criteria	Minimum 70 out of 100 marks (as per Evaluation Criteria)
11	Project Duration	03 months (90 days)
12	Pre-bid Meeting	1 st April, 2026, at 01 P.M. in the Committee Room of MoST, Islamabad
13	Publication Requirement	Evaluation Report shall be uploaded on PPRA website before financial bid opening (Rule 35, PPRA Rules 2004)
14	Grievance Redress Mechanism	As per Rule 48, PPRA Rules 2004 — complaints to be submitted within 7 days of issuance of evaluation report
15	Language of Bidding	English
16	Expected Contract Signing Date	Within 15 days after Notification of Award
17	Contract Type	Deliverable-Based
18	Financial Proposal	To include all taxes, duties, and applicable levies (inclusive price in PKR)
19	Contact Person	Section Officer (G), MoST — Email: netadmin@most.gov.pk, Tel: 051-9206569
20	Address for Correspondence	Ministry of Science and Technology (MoST), 1-Constitution Avenue, Sector G-5/2, Islamabad

3.17. Checklist for Submission of Bid Documents.

All interested firms/organizations must ensure that the following documents are submitted along with their bid document. Incomplete submissions may lead to disqualification.

S. No.	Required Document	Status (✓/✗)
1	Cover letter on official letterhead, duly signed & stamped	
2	Valid registration certificate (SECP/Registrar of Firms/Relevant Authority)	
3	Valid NTN & GST certificates, proof of inclusion in FBR Active Taxpayer List (ATL)	
4	Profile of firm/organization (with complete contact details)	
5	Audited financial statements for the last 3 years	
6	Relevant experience of the firm (Number of years)	
7	List of relevant assignments completed (with evidence/letters of completion)	
8	Details of technical and managerial staff (CVs, qualifications, certifications, experience, detail of similar assignments)	
9	Proposed methodology/work plan for carrying out the assignment	
10	Affidavit on stamp paper that the firm/organization is not blacklisted by any Government/Donor/Agency	
11	In case of JV/Consortium: JV agreement/MoU signed by all partners	
12	For international firms: Details of local partner firm registered in Pakistan (on ATL)	
13	Letter of Acceptance of Terms and Condition by the firm	
14	Form TECH 1-6	
15	Form FIN-1	
16	Any additional documents required for submission of Bid.	

Section IV.

Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
TECH-6A	Experts required for each group of organizations.



Form TECH-1 Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with bid document]*.
- (c) We have no conflict of interest in accordance with *bid document*.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.
- (e) Except as stated in Bid document, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in bid document may lead to the termination of Contract negotiations.

- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in bid document.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2

Consultant’s Organization and Experience

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

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

Form TECH-4

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

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

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



**Form TECH-5
WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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

Form TECH-6 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

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

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

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

- Full time input
▨ Part time input



FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

Form TECH-6A

Sr. No.	Position Title	Category	Minimum Qualification	Competencies
1.	Auditors for Standardization (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in following each Discipline : <ul style="list-style-type: none"> • Electrical, Electronics, Mechanical, Civil, Chemical Engineering, Automobile Engineering, Textile Engg. , Engineering Management, • IT/ICT • Agri & Food, Physics (weights and Measurements), 	Auditors for Standardization processes, ISO 9001 lead auditors
2.	Lead Assessors (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in following each Discipline : <ul style="list-style-type: none"> • Electrical, Electronics, Mechanical, Civil, Chemical Engineering, Automobile Engineering, Textile Engg. , Engineering Management, • Agri & Food, Physics (weights and Measurements) 	Knowledge of Certification Marks processes, ISO 17020, ISO17065, ISO 17067
3.	Lead Assessors (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in Agri & Food, Electrical, Electronics, IT/ICT, Civil Engineering, Chemical, Textile, Automobile, Physics (weights and Measurements), Management Standards, Mechanical	Knowledge of Testing laboratories processes, ISO 17025
4.	Quality Manager (Min. 01)	QA	MS Quality Management / ISO Accreditation	ISO/IEC 17025, 9001 QMS, etc audits, documentation
5.	Finance & Audit Expert (Min. 01)	Finance/Admin	CA/ACCA/MBA Finance / M.Sc Economics	Public sector finance, audit, budgeting, cost analysis
6.	HR &	Admin/HR	MBA/MS (HRM) / M.Sc Public	HR planning,

	Organizational Development Specialist (Min. 01)		Policy	frameworks, performance management
7.	IT & Digital Systems Expert (Min. 01)	Technical/IT	BS/M.Sc (Computer Science/IT/Software Engineering)	MIS, database systems, network support, lab software



Section V. Financial Proposal

FIN-1 Financial Proposal Submission Form

Form FIN-1 Financial Proposal

Bid / Tender Enquiry No. -----

Financial Proposal for hiring services of Firm for conducting Study / Survey/ Review / Performance Appraisal of PSQCA working under the administrative control of MoST.

Financial Proposal / Bid

(Table-1)

(All costs in Million Rupees)

S. No	Activity/Deliverable	Cost	All Applicable Taxes	Total Cost inclusive of all Taxes
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	As described in the Technical Proposal			
	Total			

Grand Total= Rs (-----)

Signature

Stamp

Note: Firms are requested to read this document carefully and provide complete information required in this TOR. All information required in the Financial Evaluation Criteria must be provided. Payment schedule will be made part of the contract. All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal. MoST reserves the right to reject Proposals with incomplete or partial or dubious information.

Proposal Security Form

To: [name of the Procuring Agency]

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

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

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

THE CONDITIONS of this obligation are:

1. If the Proposal
 - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
 - (b) Disagreement to arithmetical correction made to the Proposal price; or
 - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 SRF Documents.

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

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

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

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

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal 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 SRFP Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)

Section VI. Eligible Countries

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

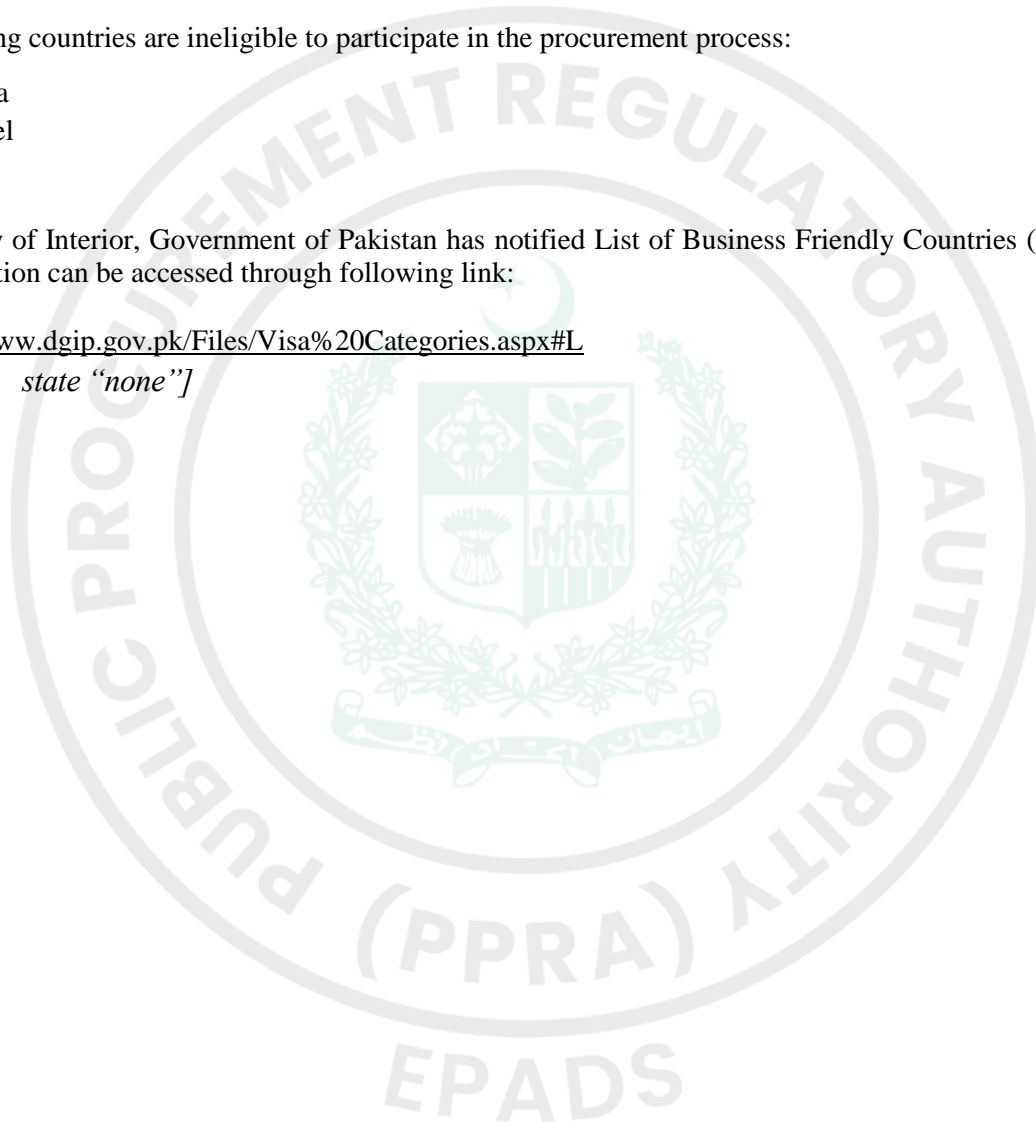
Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

1. *state "none"]*



Section VII. Contract for Consultant's Services (Draft)

(Note: The contract will be finalized and signed with successful bidder on the basis of the bid documents.)

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

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 (name of the JV) 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

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the 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;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

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 Appendix A and Appendix B. 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]

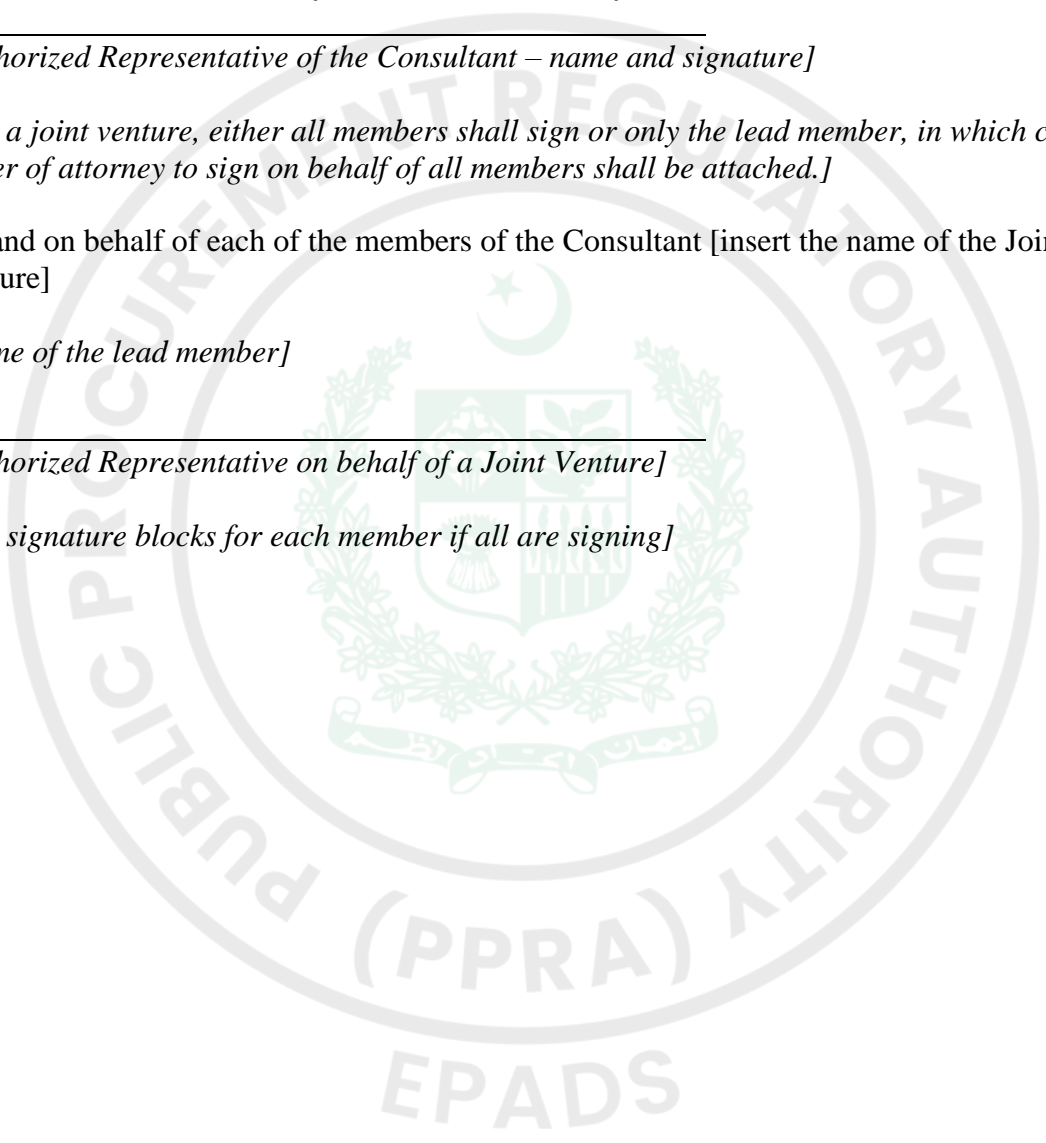
[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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]



General Conditions of the Contract

A. General Provisions

1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
 - (c) any Ministry, Division, Department or any Office of the Federal Government;
 - (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
 - (e) **“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.
 - (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
 - (g) **“Contract”** means an agreement enforceable by law;
 - (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
 - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
 - (j) **“Day”** means calendar day unless indicated otherwise.
 - (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (l) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.
- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (q) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the 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 Representative** 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

ves 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.

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

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the 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. Commence

13.1. The Consultant shall confirm availability of Key Experts and

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

has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 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) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the 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, as defined in paragraph 1.23 of Attachment 1 to the GCC, 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.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the 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 50.1 within forty-five (45) calendar 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) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (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.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon

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

- Termination**
- (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

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

21. Conflict of Interests

- 21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
 - a. Consultant Not to Benefit from Commissions, Discounts, etc.**
 - 21.1.1 The payment of the Consultant pursuant to GCC F shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its

obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the 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.

b. Consultant and Affiliates Not to Engage in Certain Activities 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. Prohibition of Conflicting Activities 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their 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. Reporting Obligations 24.1 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.

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

25.1 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.

25.2 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.

26. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

27. Replacement of Key Experts

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

27.2 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.

28. Approval of Additional Key Experts

28.1 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.

29. Removal of Experts or Sub-consultants

29.1 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.

29.2 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.

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

30. Replacement/ Removal of Experts – Impact on Payments

30.1 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.

E. Obligations of the Procuring Agency

31. Assistance and Exemptions

31.1 The Procuring Agency shall use its best efforts to Provide to the Consultant any assistance as may be specified in the SCC.

32. Access to Project Site

32.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the organization or any lab in respect of which access is required for the performance of the Services.

33. Payment Obligation

33.1 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

34. Taxes and Duties

34.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

35. Currency of Payment

35.1 Any payment under this Contract shall be made in PKR.

**36. Mode of
Billing and
Payment**

36.1 Billings and payments in respect of the Services shall be made as specified in the schedule of payments linked with the deliverables and on submission of invoice by the firm. The amounts will be paid in the form of cheque in the name of the firm/consultant as the case may be.

37. Good Faith

G. Fairness and Good Faith

37.1 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.

**38. Amicable
Settlement**

H. Settlement of Disputes

38.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

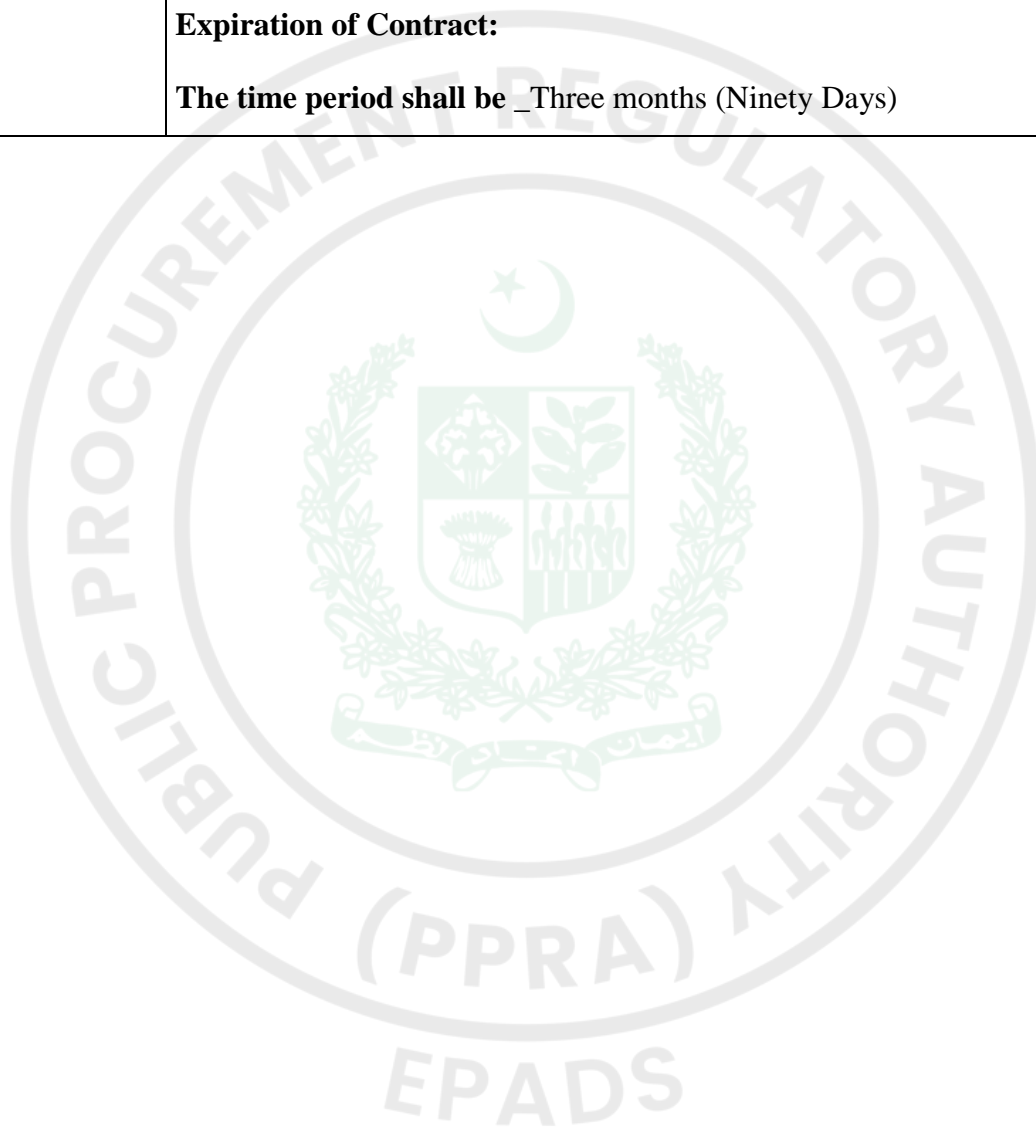
38.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance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

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Pakistan.
4.1	The language is English.
6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Agency : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _15 day.</p>

13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ 7 _____.</p> <p>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.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _Three months (Ninety Days)</p>



25	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
26	The Consultant is required to have a Code of Conduct for Experts as per the policy of the Authority.
35	The currency of payment shall be PKR.
36.1	The accounts are: for local currency: <i>[insert account]</i> .
38.	<p>Dispute Resolution</p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and 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 diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be the Secretary, Ministry of Science and Technology.</p> <p>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.</p> <p>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</p>

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 EPADS.

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

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRRA, 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 Service Provider 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.

Appendices

Appendix A – Terms of Reference

1. Objectives

The selected consulting firm shall:

11. Review PSQCA's legal, operational, institutional, technical, and HR frameworks.
12. Assess Quality Control infrastructure/ capabilities, Certification Marks Scheme, traceability, and QMS compliance (ISO/IEC 17025, 17020, 17065, 9001, 17067, 17021), and lab infrastructure.
13. Evaluate ongoing Schemes, Standardization processes as per PSQCA mandate, testing activities of Laboratories against the SOPs for determining efficiency.
14. Conduct detailed audit of each PSQCA unit /lab with special focus on HR issues, KPI based performance management, suitability of lab equipment and accreditation status.
15. Analyze Standardization and Certification Mark Services of PSQCA in terms of processes & their automation, frequencies of inspection, validity periods, HR capabilities, stakeholders need and satisfaction
16. Examine/Review financial/ budget utilization and revenue generation.
17. Evaluate alignment and harmonization of PSQACA established standards with international standards/benchmarks.
18. Benchmarking with similar international organizations. Identification of gaps in terms of legal framework, organizational structure, human resource capabilities and equipment for ease of doing business and trade facilitation.
19. Propose actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function.
20. Propose comprehensive and actionable reforms for PSQCA including legal framework, governance structure, HR re-structuring, KPI based performance management, workflow and operational modernization/technology upgradation/digitization, resource optimization, and development of a viable institutional and operational framework with sustainable financial/business model.

Include, in its final report, study of any other area identified by the Ministry related to the assignment.

2. Scope of Work

The scope is aligned with third-party review requirements for S&T bodies under MoST.

- xiv. Review the legal and financial frameworks of the organizations.
- xv. Review the operational and institutional frameworks, including Human Resource and equipment etc. of the organizations.
- xvi. Assess institutional efficiency, effectiveness, impact, value addition for stakeholders.
- xvii. Assess alignment/conformity with international accreditation/ certifications/ standards.
- xviii. Measure outputs, outcomes, and return on investment (ROI) through Key Performance Indicators (KPI).
- xix. Detailed audit of each PSQCA unit /lab with special focus on HR issues, KPI based performance management, suitability of lab equipment and accreditation status.
- xx. Standardization and Certification Mark Services of PSQCA in terms of processes & their automation, frequencies of inspection, validity periods and HR capabilities.
- xxi. Stakeholders need and satisfaction survey
- xxii. Identify key success indicators and achievements.
- xxiii. Identify performance gaps and mitigation strategies.
- xxiv. Identify and propose road map for self-reliant, and financial sustainability
- xxv. Recommend reforms for PSQCA including but not limited to digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management by keeping in view the role of PSQCA is limited to standard function only.
- xxvi. Propose comprehensive and actionable reforms for PSQCA including legal framework, governance structure, HR re-structuring, KPI based performance management, workflow and operational modernization/technology upgradation/digitization, resource optimization, and development of a viable institutional and operational framework with sustainable financial and business model.

3.1.4. Methodology and Deliverables:

Activity / Deliverable	Description	Timeline
1. Inception Report & Work Plan	<ul style="list-style-type: none"> • Develop and present a comprehensive inception report. • It should cover objectives, scope, evaluation matrix, methodology, sampling plan for conducting the study. • Legal, financial, operational and institutional frameworks of PSQCA • Institutional efficiency, effectiveness, impact and value addition for stakeholders as per PSQCA mandate ensuring ethical compliance. • Suggest a comparative international benchmark for assessing performance of PSQCA. 	Timeline for each activity / deliverable to be given by the bidder in work plan / methodology (total timeline for the assignment shall be 03 months).
2. Baseline Assessment	<ul style="list-style-type: none"> • Assessment of baseline parameters in PSQCA Units / Labs / Wings/Directorates/ Regional and liaison offices/ Centers, across key performance domains e.g. physical infrastructure, Lab equipment suitability and relevance with the industry needs. • Baseline assessment of organizational capacity and capability in terms of human and financial resource to discharge functions as per mandate of PSQCA. 	
3. Mapping & Stakeholders Engagement Plan	<ul style="list-style-type: none"> • Identify key stakeholders: industry clients, regulatory bodies, accredited labs, MoST entities, service users and international partners. • Develop a Consultation Toolkit for interviews, FGDs, lab walkthroughs, surveys, and technical evaluations of Certification Marks Scheme, standardization. 	
4. Data Collection & Tools	<ul style="list-style-type: none"> • Develop tools for PSQCA specific data collection and analysis including lab testing facilities, equipment suitability, Certification Marks Scheme, standardization, HR capacities, expenditures, financial resources 	

	<p>mobilization, organizational processes etc.</p>	
<p>5. Governance Review</p>	<ul style="list-style-type: none"> • Review the governance structures, processes, policies, and decision-making mechanisms of the organizations to assess transparency, accountability, and effectiveness. • Assess legal status, organizational structure, HR framework and International certifications. 	
<p>6. Operational & HR Assessment</p>	<ul style="list-style-type: none"> • Review of need, impact, efficiency and operating profitability of PSQCA. • Detailed audit of each PSQCA unit /lab/ Wings/Directorates/ Regional and liaison offices with special focus on HR issues and suitability of lab equipment. • Innovation adoption, service delivery, quality, outreach, engagements with stakeholders as per mandate of PSQCA • Review of standardization and certification Marks services of PSQCA in terms of processes and their automation/digitization, frequency of inspection, validity period. • Review organizational workflows, HR availability, structure, SOPs, and individual & unit-level performance. • Provide a clear understanding of business allocation, tasking and execution within the organization to improve service delivery. • Technical Human Resource Suitability: Assess the adequacy, specialization, training and specific qualification of officers & support staff and identify critical skill gaps. 	

<p>7. Financial Sustainability, ROI, and Commercialization Analysis</p>	<ul style="list-style-type: none"> • Conduct a comprehensive assessment of annual budgeting (development, non-development and self-generated funds), financial sustainability, cost recovery, and revenue generation. • Evaluate input-output relationships, return on investment (ROI), cost-effectiveness, cost benefit ratio and socio-economic impact. • Analyze commercialization readiness and, Public -Private Partnership (PPP) opportunities and Joint Venture/Market Integration potential. • Development and application of KPIs. 	
<p>8. Development of PSQCA Performance Index</p>	<ul style="list-style-type: none"> • Develop Performance Index covering: <ul style="list-style-type: none"> • PSQCA industrial Linkages and Collaboration • Conformity Assessment • Standardization • Certification Marks licensing. • Turnaround time • Customer satisfaction • Accreditation status & compliance • Equipment utilization • HR productivity & skill depth • Financial performance • Benchmarking against peer organizations globally. • Combine quantitative and qualitative indicators for comprehensive scoring. 	
<p>9. Success Indicators & Achievements</p>	<ul style="list-style-type: none"> • Identify PSQCA’s key achievements, such as: <ul style="list-style-type: none"> • Standardization. • Quality Control/ Regulatory Activities. • Conformity Assessment/ Certification Marks • Accreditation of testing facilities • PSQCA industrial Linkages, Collaboration and impact • International linkages/Collaboration • Customers outreach /satisfaction 	

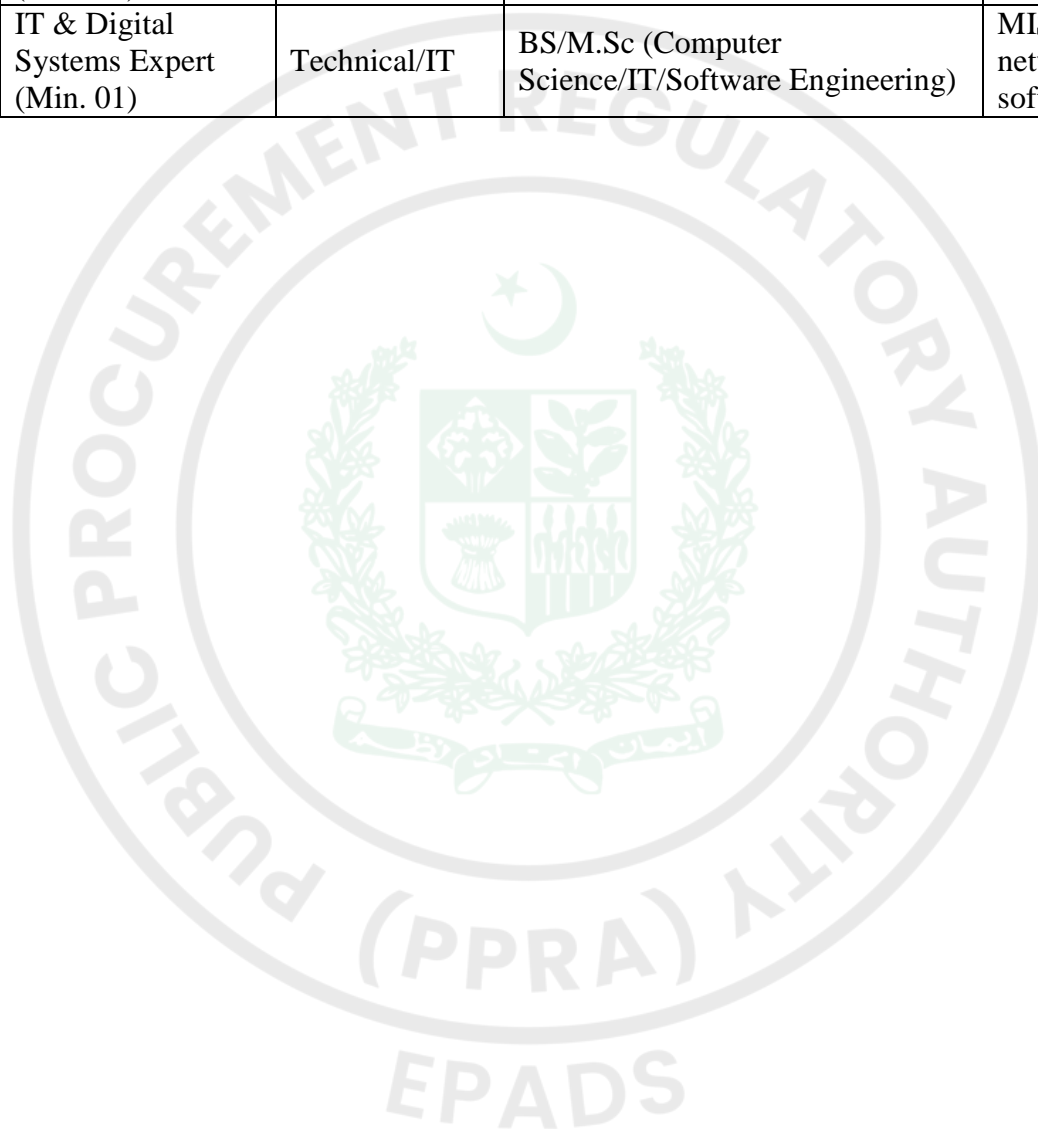
<p>10. Gap Analysis</p>	<ul style="list-style-type: none"> • Identify gaps in the services provided by PSQCA in its standardization, testing facilities, conformity assessment, certification marks, inspections viz-a -viz local and international market demand • Gap between the accredited and non- accredited testing parameters and Labs facilities required for fulfilling current and future export needs • Identify institutional gaps for converting lab level research to marketable products • Identification of gaps between Policy alignment and intervention required to achieve outcomes aligned with the mandate of PSQCA. • Identification of gaps between the PSQCA and comparable international benchmark • Identification of gaps of need based standardization for trade facilitation. • Identification of gaps of certifications and their acceptance internationally for trade facilitation • Identification of gaps of conformity assessment services to meet the local and international requirements 	
<p>11. Way forward</p>	<ul style="list-style-type: none"> • Suggest a viable institutional / legal framework, human resource requirements / capabilities, equipment upgradation / requirements and business process re-engineering according to international benchmarking • Mapping of resources and preparation of comprehensive business plan, commercialization plan and 	

	<p>sustainability matrix to create a roadmap for PSQCA to attain self-sufficiency.</p> <ul style="list-style-type: none"> • Alternate proposal shall also be presented covering actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function and optimal utilization of resources. 	
<p>12. Final Evaluation Report</p>	<ul style="list-style-type: none"> • Submission and approval of the final Evaluation Report containing audit of laboratories, standardization and certification marks/conformity assessment functions of PSQCA with special focus on HR issues and lab equipment, • Present actionable reforms of PSQCA for digitalization, business process re-engineering for longer validation to minimize inspections, KPI based performance management with focus on retaining only standard setting function and optimal utilization of resources. • The final evaluation report will be submitted after incorporating input from PSQCA, stakeholders and MoST. 	
<p>13. Presentation to MoST / Steering Committee</p>	<p>Presentation of key findings, observations and policy recommendations to MoST and Steering Committee. Final Approval by Secretary MoST, satisfactory completion of Contract</p>	

Appendix B - Key Experts

Sr. No.	Position Title	Category	Minimum Qualification	Competencies
1.	Auditors for Standardization (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in following each Discipline : <ul style="list-style-type: none"> • Electrical, Electronics, Mechanical, Civil, Chemical Engineering, Automobile Engineering, Textile Engg. , Engineering Management, • IT/ICT • Agri & Food, Physics (weights and Measurements), 	Auditors for Standardization processes, ISO 9001 lead auditors
2.	Lead Assessors (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in following each Discipline : <ul style="list-style-type: none"> • Electrical, Electronics, Mechanical, Civil, Chemical Engineering, Automobile Engineering, Textile Engg. , Engineering Management, • Agri & Food, Physics (weights and Measurements) 	Knowledge of Certification Marks processes, ISO 17020, ISO17065, ISO 17067
3.	Lead Assessors (Min. 01 for each trade separately)	Technical	B.S (Hons) / M.Sc / B.E in Agri & Food, Electrical, Electronics, IT/ICT, Civil Engineering, Chemical, Textile, Automobile, Physics (weights and Measurements), Management Standards, Mechanical	Knowledge of Testing laboratories processes, ISO 17025
4.	Quality Manager (Min. 01)	QA	MS Quality Management / ISO Accreditation	ISO/IEC 17025, 9001 QMS, etc audits, documentation

5.	Finance & Audit Expert (Min. 01)	Finance/Admin	CA/ACCA/MBA Finance / M.Sc Economics	Public sector finance, audit, budgeting, cost analysis
6.	HR & Organizational Development Specialist (Min. 01)	Admin/HR	MBA/MS (HRM) / M.Sc Public Policy	HR planning, frameworks, performance management
7.	IT & Digital Systems Expert (Min. 01)	Technical/IT	BS/M.Sc (Computer Science/IT/Software Engineering)	MIS, database systems, network support, lab software



Integrity Pact

This Integrity Pact is made and executed on this ____ day of _____, 2026, between the Ministry of Science and Technology (hereinafter referred to as the “Procuring Agency”) and M/s _____ (hereinafter referred to as the “Bidder/Consultant”), which expression shall include its successors, executors, administrators, and assigns.

WHEREAS the Procuring Agency intends to hire the services of a consulting firm for the evaluation of its organizations, namely, under the project titled “Hiring of Services of a Firm for Evaluation of MoST Organizations.” The Procuring Agency values full compliance with the laws of Pakistan and the principles of transparency, integrity, and accountability in public procurement.

NOW, THEREFORE, the parties hereby agree to enter into this Integrity Pact to prevent corruption, bribery, extortion, or any other unlawful practices in the procurement process and execution of the contract.

Both parties agree as follows:

1. Neither party shall offer, give, receive, or solicit any bribe, advantage, or gift to influence the procurement process or contract execution.
2. The Bidder/Consultant undertakes that no commission, payment, or other benefit shall be given to any official or representative of the Procuring Agency.
3. The Procuring Agency undertakes that no demand for bribe, gift, or unlawful payment shall be made to the Bidder/Consultant.
4. The parties agree that any violation of this Pact may result in termination of the contract, blacklisting, and other legal action under PPRA Rules and laws of Pakistan.
5. The Bidder/Consultant further certifies that it has not been previously blacklisted by any public sector organization in Pakistan.
6. Both parties accept that this Pact is an integral part of the bidding document and the resulting contract.

IN WITNESS WHEREOF, the parties have signed and executed this Integrity Pact at Islamabad on the date first above written.

For and on behalf of the Procuring Agency
(Ministry of Science and Technology)

Date: _____

For and on behalf of the Bidder/Consultant

Name: _____

Designation: _____

Company: _____

Date: _____

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> Not debarred due to non-performance			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated Delivery Date
5. Average monthly invoices over the last six months (PKR/mon.)

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the *[number]* years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.