

Request for Proposal

Hiring of International Consultant(s) for Third-Party Validation of
Engineering, Procurement, and Construction of the Jinnah Medical Complex
& Research Center, Islamabad.
(Consultancy Services)

International

Two Stage-Two Envelope



March 31, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC))** has reserved Funds for the procurement planned for FY **2025-26**. The **Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of **“Hiring of International Consultant(s) for Third-Party Validation of Engineering, Procurement, and Construction of the Jinnah Medical Complex & Research Center, Islamabad.”**

2. The **Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Two Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.

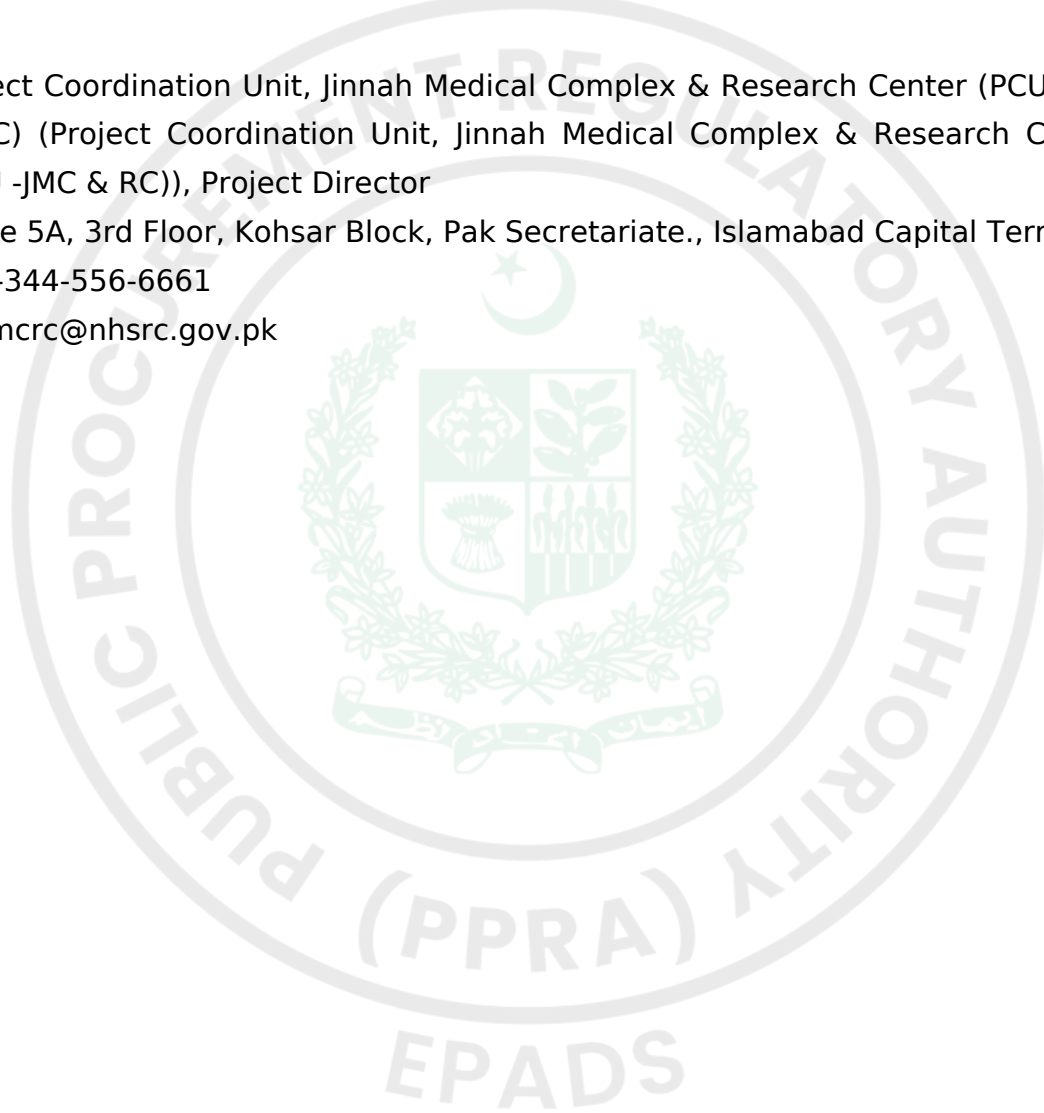
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, May 4, 2026 03:00 PM**. Proposals will be opened on the same day at

Monday, May 4, 2026 03:30 PM. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

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Instructions to Bidders

A. General Provisions

1. Introduction

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

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

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

2. Corrupt and Fraudulent Practices

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

B. Preparation of Proposals

1. General Considerations

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

2. Language

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

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

Documents Comprising the Proposal

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

4. Only One Proposal

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

5. Proposal Validity

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

5.2. 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.

5.3. 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.

5.4. Extension of Validity Period

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

6. Bid security/Bid Securing Declaration

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

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

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

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

7. Clarification and Amendment of RFP

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

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

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

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

8. Preparation of Proposals - Specific Considerations

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

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

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

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

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

9. Financial Proposal

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

10. Taxes

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

11. Currency of Proposal

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

C. Submission, Opening and Evaluation

1. Submission/withdrawal of Proposals

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

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

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

2. Opening of Proposal

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

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

3. Evaluation of Technical Proposals

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

4. Opening of Financial Proposals

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

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

5. Correction of Errors

5.1. 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.

5.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

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

6. Conversion to Single Currency

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

7. Selection Technique

7.1. Quality and Cost Based Selection

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

7.2. Fixed-Budget Selection (FBS)

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

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

7.3. Least-Cost Selection.

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

1. Negotiations

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

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

2. Availability of Key Experts

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

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

qualifications and experience than the original candidate.

3. Award of Contract

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

4. Grievance Redressal Mechanism

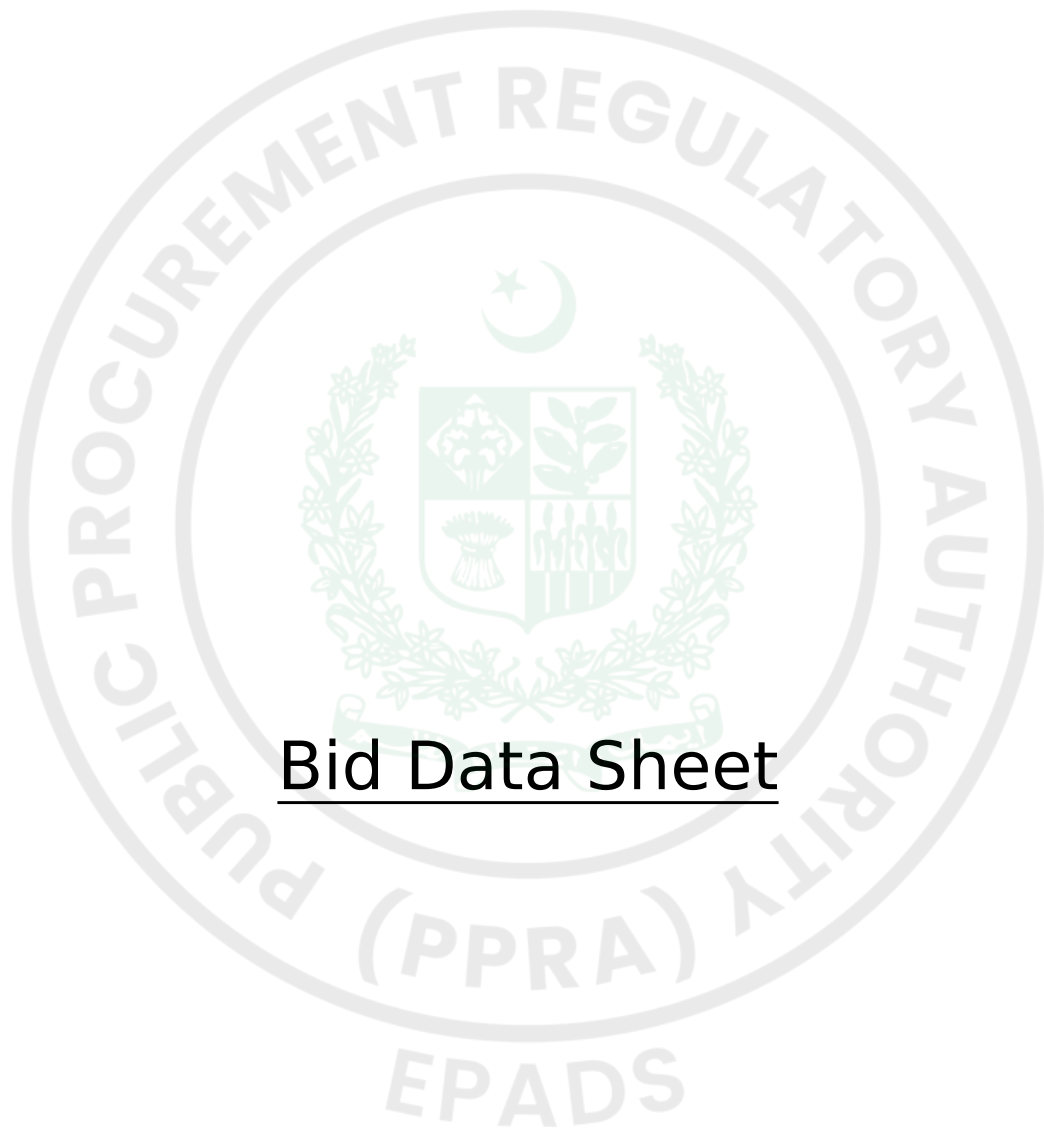
4.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

5. Mechanism of Blacklisting

5.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and allied regulations. Regulation reference

6. Environmental objectives

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



Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. General		
1	1.1	<p>Name of Procuring Agency: Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC))</p> <p>The subject of procurement is: Hiring of International Consultant(s) for Third-Party Validation of Engineering, Procurement, and Construction of the Jinnah Medical Complex & Research Center, Islamabad.</p> <p>Financial year for the operations of the Procuring Agency: 2025-26</p> <p>Name and identification number of the Contract: P15713</p>
2	1.2 & 9.1	<p>The Bidders may seek clarifications through EPADS v2.0: Clarification Date: Wednesday, April 29, 2026</p> <p>Pre-Bid Meeting: Thursday, April 9, 2026 05:00 AM</p> <p>Venue: Online on Zoom (Link in RFP)</p>

B. Preparation of Proposals

3.	4.1	The language of the proposals is: English
4.	6.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? No
6.	7.1	Proposals shall be valid until 120 Days
7.	9.1	List of documents required along with the bid: No
8.	10.2	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]</p>
9	105	<p>The price shall be Fixed.</p> <p>Price schedule will be provided according to the format defined and acquired. see section price schedule.</p>

10.	11.1	<p>The qualification criteria to establish the supply / production capability of the bidder.</p> <p><i>see Eligibility Criteria</i></p>
11.	7.6	<p>Services and Their related documents: <i>See section Required Services and ToR</i></p>
<p>C. Submission, Opening and Evaluation</p>		
12.	8.1 & 8.2	<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</p>
13.	13.1	<p>Currency of the Bids shall be : PKR</p>
14.	14.1	<p>Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p>Office 5A, 3rd Floor, Kohsar Block, Pak Secretariate., 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: Monday, May 4, 2026 03:00 PM</p>

15.	15.1	<p>The Bids opening shall take place on EPADS v2.0.</p> <p>Day : Monday</p> <p>Date: Monday, May 4, 2026</p> <p>Time : 03:30 PM</p>
16.	20	<p>Selection technique adopted will be: Quality and Cost Based Selection (QCBS) <i>see Evaluation Criteria</i></p>
<p>F. Negotiation and Award</p>		
18.	21.5	<p>The Performance guarantee shall: 0%.</p> <p>The Performance Guarantee shall be acceptable in the form of: Nil</p>
<p>G. Review of Procurement Decisions</p>		
19.	24.1	<p>Grievence against this procurement shall be submitted online on EPADS v2.0.</p>

Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	None
Company (Private Limited)	
Company (Public Limited)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
Relevant Experience (Quantitative)(Doc Required)	35
HR/Professional Capability (Quantitative)(Doc Required)	30

Methodology & Validation Approach (Quantitative)(Doc Required)	25
Financial Strength (Quantitative)(Doc Required)	10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Hiring of International Consultant(s) for Third-Party Validation of Engineering, Procurement, and Construction of the Jinnah Medical Complex & Research Center, Islamabad.	<p>Address: Office 5A, 3rd Floor, Kohsar Block, Pak Secretariate., Islamabad Capital Territory</p> <p>Schedule: 54 months Quantity: 1</p>	1	5000000

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: Hiring of International Consultant(s) for Third-Party Validation of Engineering, Procurement, and Construction of the Jinnah Medical Complex & Research Center, Islamabad.

TORs (Terms of Reference):

TORs included in Annexure doc RFP

Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General Provisions

1. Definitions

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

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “**Applicable Law**” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- 1.4. “**Contractor’s Personnel**” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. “**Day**” means calendar day unless indicated otherwise.
- 1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.
- 1.9. “**GCC**” means these General Conditions of Contract.
- 1.10. “**Government**” means the Government of Pakistan.
- 1.11. “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- 1.13. “**Local Currency**” means the currency of Pakistan
- 1.14. “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “**Parties**” means both of them.

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

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

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

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

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

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

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

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

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

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

B. Commencement, Completion, Modification and Termination of Contract

1. Effectiveness of Contract

1.1. 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.

2. Termination of Contract for Failure to Become Effective

2.1. 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.

3. Commencement of Services

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

4. Expiration of Contract

4.1. 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.

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. Modifications or Variations

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 proposals for modification or variation made by the other Party.

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

7. Force Majeure

7.1. Definition

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

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

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

7.2. No Breach of Contract

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

7.3. Measures to be Taken

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

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

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

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

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

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

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

8. Suspension

8.1. 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.

9. Termination

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

a) By the Procuring Agency

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

9.2. By the Consultant

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

9.3. Cessation of Rights and Obligations

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

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth

in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

9.4. Cessation of Services

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

9.5. e.Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

1. General

1.1. Standard of Performance

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

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

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

1.2. Law Applicable to Services

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

2. Conflict of Interests

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

2.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

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

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

2.1.2. Consultant and Affiliates Not to Engage in Certain Activities

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

2.1.3. Prohibition of Conflicting Activities

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

2.1.4. Strict Duty to Disclose Conflicting Activities

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

3. Confidentiality

3.1. 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.

4. Liability of the Consultant

4.1. 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.

5. Insurance to be Taken out by the Consultant

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

6. Accounting, Inspection and Auditing

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

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

7. Reporting Obligations

7.1. 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.

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

8.1. 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.

8.2. 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.

9. Equipment, Vehicles and Materials

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

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

10. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

1. Description of Key Experts

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

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

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

2. Replacement of Key Experts

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

2.2. 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.

3. Approval of Additional Key Experts

3.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

4. Removal of Experts or Sub-consultants

4.1. 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.

4.2. 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.

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

5. Replacement/ Removal of Experts – Impact on Payments

5.1. 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.

6. Working Hours, Overtime, Leave, etc.

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

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

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

E. Obligations of the Procuring Agency

1. Assistance and Exemptions

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

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

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

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

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

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

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

2. Access to Project Site

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

3. Change in the Applicable Law Related to Taxes and Duties

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

4. Services, Facilities and Property of the Procuring Agency

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

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

5. Counterpart Personnel

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

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

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

6. Payment Obligation

6.1. 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

1. Ceiling Amount

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

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

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

2. Remuneration and Reimbursable Expenses

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

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

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

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

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

3. Taxes and Duties

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

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

4. Currency of Payment

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

5. Mode of Billing and Payment

5.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

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

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

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

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

6. Interest on Delayed Payments

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

G. Fairness and Good Faith

1. Good Faith

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

H. Settlement of Disputes

1. Amicable Settlement

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

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

1.2. 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.

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





Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

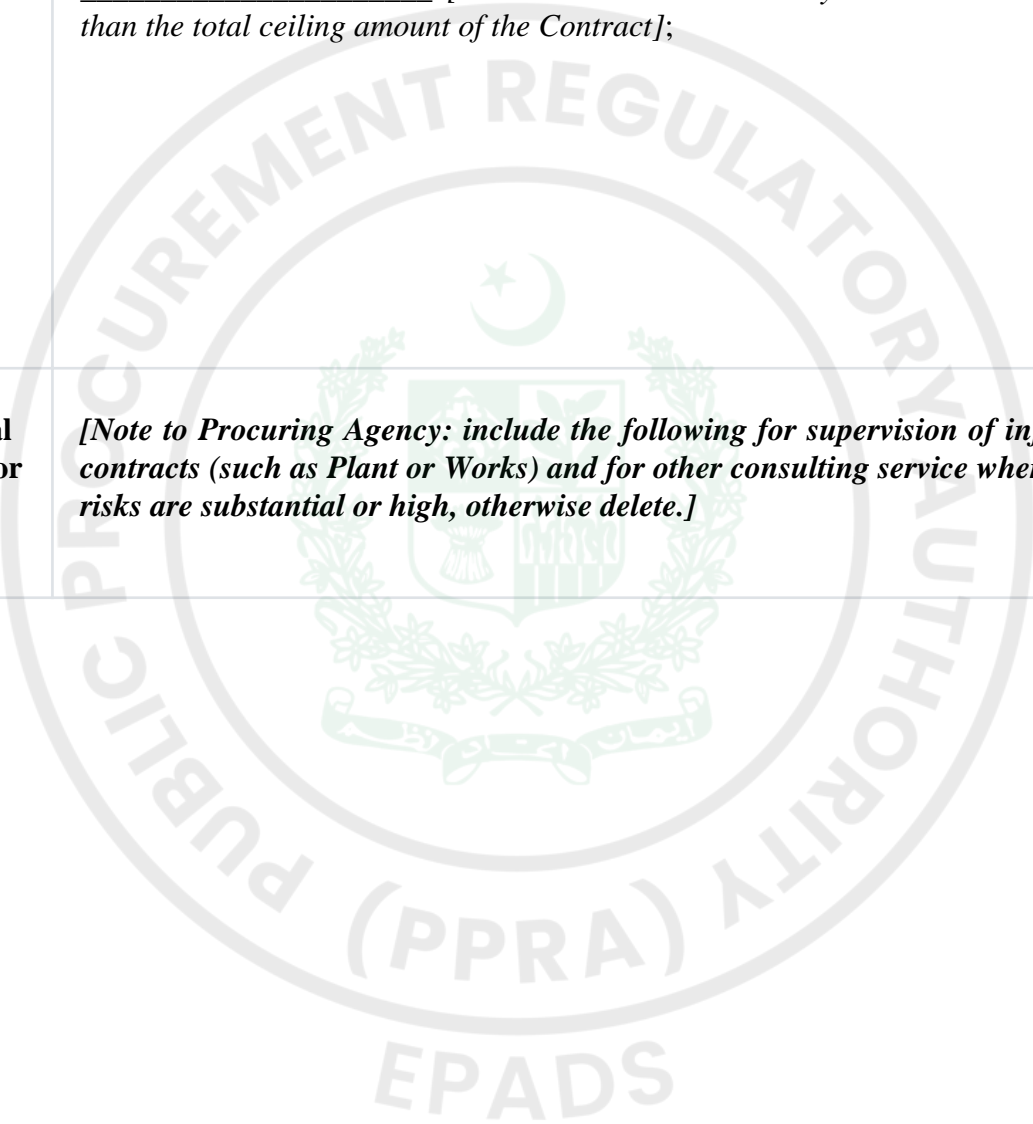
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract>
3.1	The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>The Procuring Agency is:Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC)),Project DirectorOffice 5A, 3rd Floor, Kohsar Block, Pak Secretariate., Islamabad Capital Territory</p> <p>The Consultant Address:</p> <p>The title of the subject procurement is:Hiring of International Consultant(s) for Third-Party Validation of Engineering, Procurement, and Construction of the Jinnah Medical Complex & Research Center, Islamabad.</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”];Or</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>

EPADS

<p>9.1</p>	<p>The Authorized Representatives are:</p> <p>The Authorized Representatives are:</p> <p>For the Procuring Agency:</p> <p>Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC)),Project Director Office 5A, 3rd Floor, Kohsar Block, Pak Secretariate., Islamabad Capital Territory +92-344-556-6661 pd.jmcrc@nhsrc.gov.pk</p> <p>For the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>11.1</p>	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]OR</i></p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p>The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i></p>
	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></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>
	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>

<p>23.1</p>	<p>No additional provisions.</p> <p>The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p>
<p>33. Removal of Experts or Sub-consultants</p>	<p><i>[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]</i></p>



Price adjustment on the remuneration [insert “applies” or “ does not apply”]

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency’s country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{ or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency’s country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency’s country for the month of the date of the Contract.

	The currency of payment shall be the following: PKR
	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>



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:



Bid Securing Declaration

Bid Securing Declaration

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

Bid No.: **PI5713**

To: **Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC)), Project Director Office 5A, 3rd Floor, Kohsar Block, Pak Secretariate., Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

FORM OF CONTRACT

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include,

where the context permits, a reference to its Appendices.

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

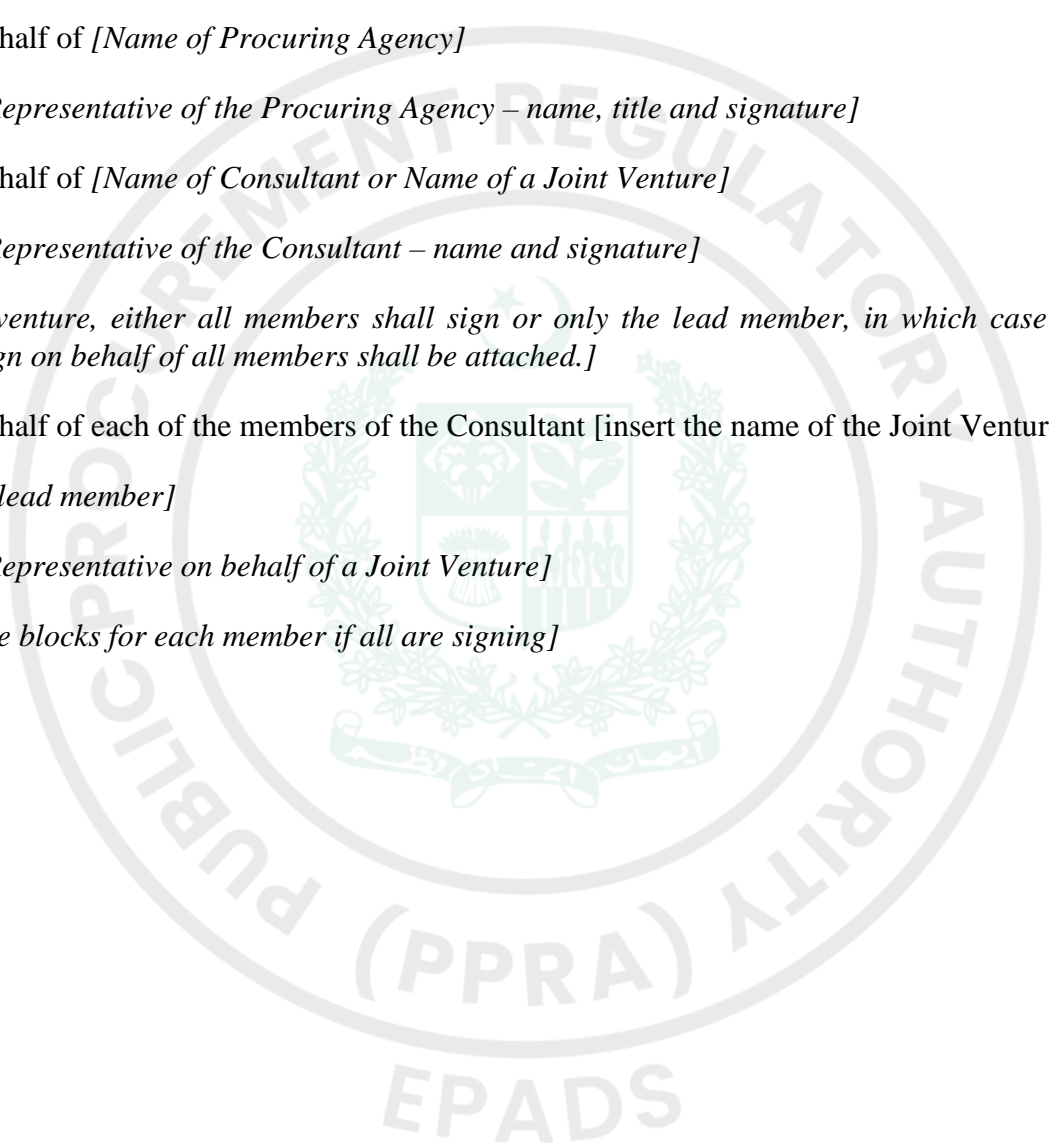
[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC) (Project Coordination Unit, Jinnah Medical Complex & Research Center (PCU -JMC & RC)),Project DirectorOffice 5A, 3rd Floor, Kohsar Block, Pak Secretariate., 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

RFP

Price Adjustment

RFP Full Doc

Upload Document

See Form Under Additional Forms and Documents: **RFP Full Doc** (page number: 61)

Price Adjustment

Upload Document

See Form Under Additional Forms and Documents: **Price Adjustment** (page number: 155)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 157)

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: 158)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 160)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 161)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 163)





Additional Forms and Documents



Request for Proposal

**Hiring of International Consultant(s) for
Third-Party Validation of
Engineering, Procurement, and Construction
of the
Jinnah Medical Complex & Research Center,
Islamabad.**

31 March 2026

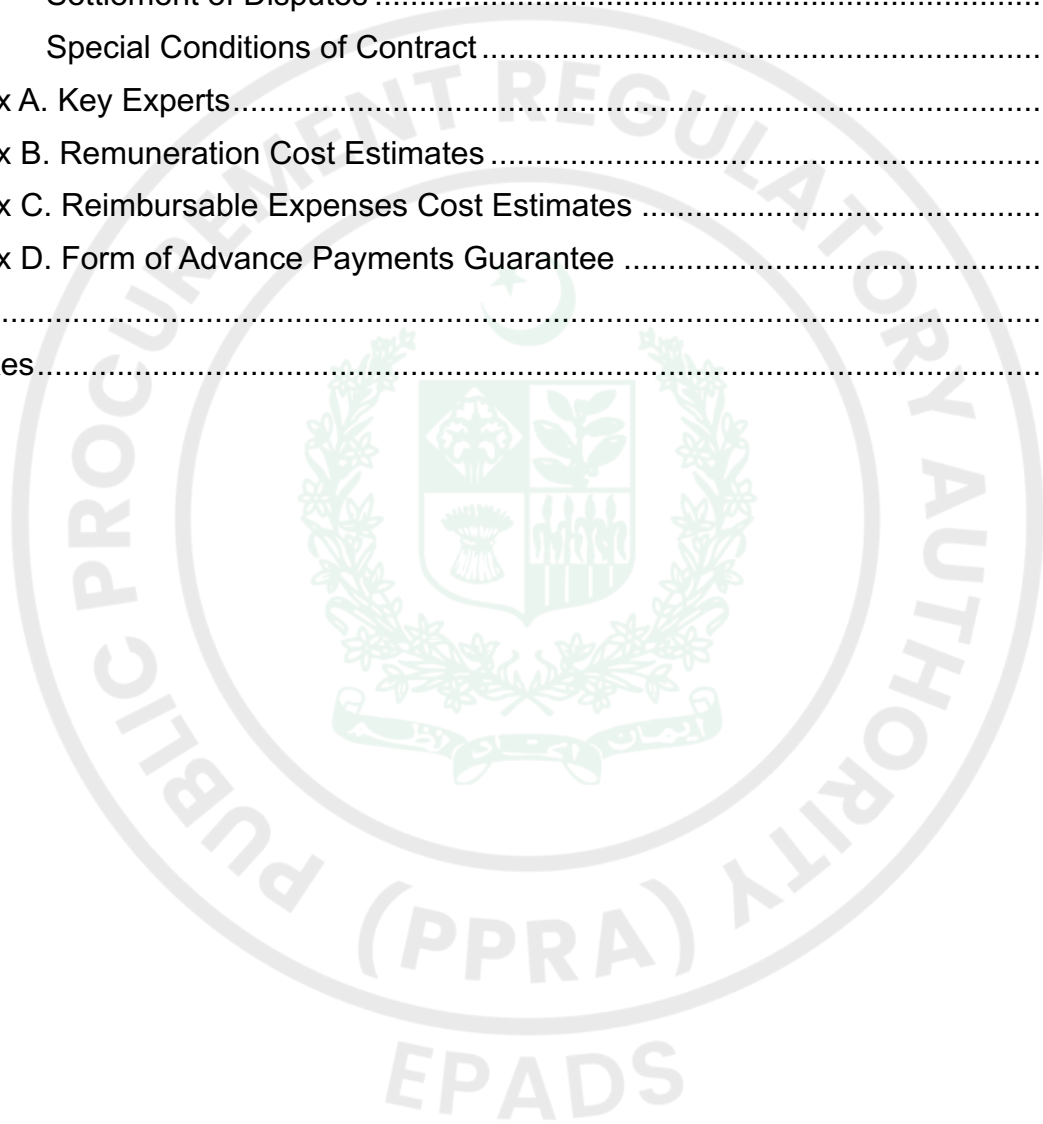
Project Coordination Unit, Jinnah Medical Complex
and Research Center Sector H-11/2 Islamabad

**Ministry of National Services Regulation
and Coordination, Islamabad**

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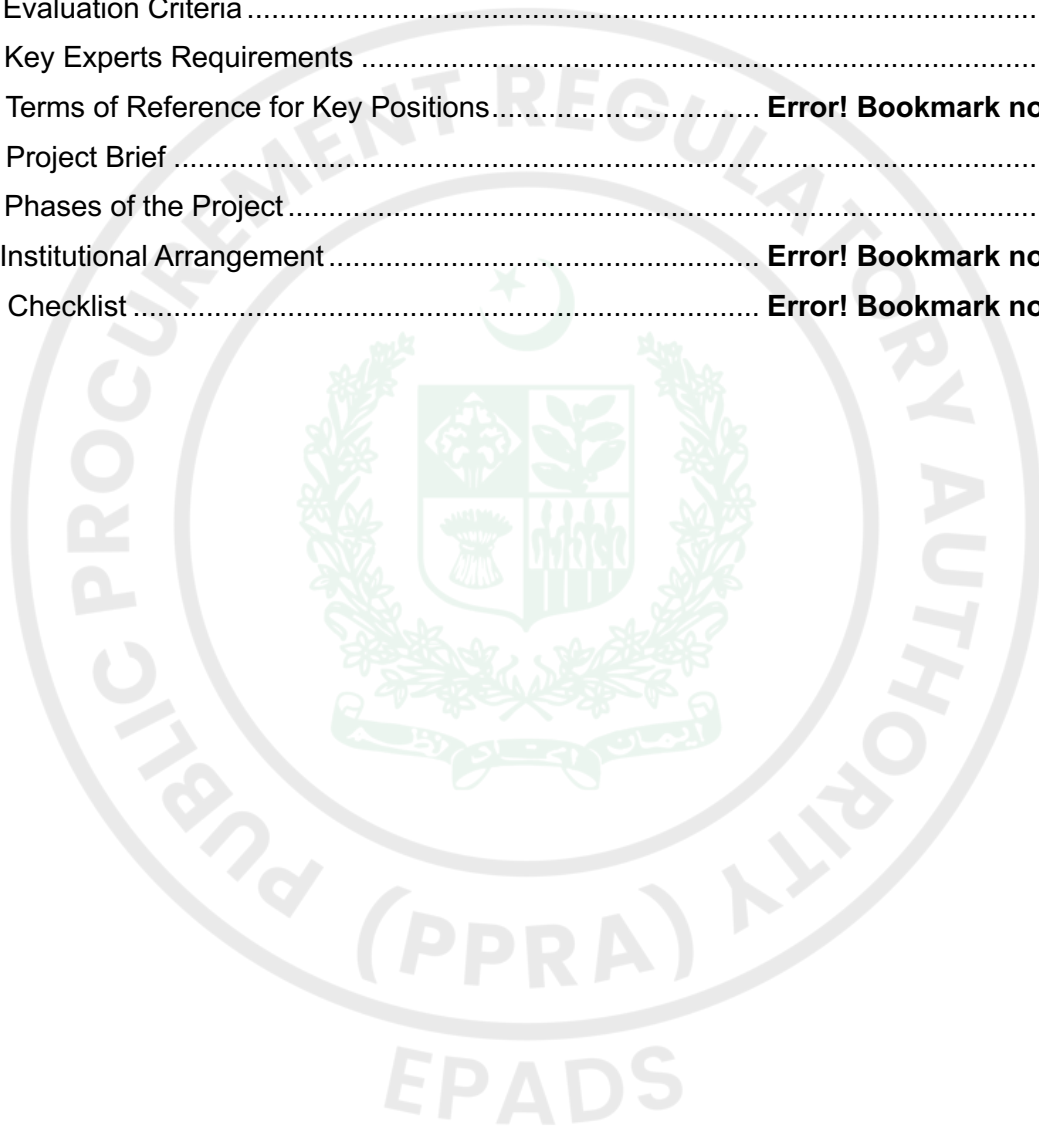


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Abbreviations

BIMS	Building Information Modeling System
BMS	Building Management System
BREEAM	Building Research Establishment Environmental Assessment Method
BTU	British Thermal Unit
BVL	Business Visa List (List of Business-Friendly Countries)
CE	Conformité Européenne / European Conformity
CPI	Consumer Price Index
CSSD	Central Sterile Services Department
CV	Curriculum Vitae
DLP	Defect Liability Period
EPADS	e-PAK Acquisition & Disposal System
EPC	Engineering, Procurement, and Construction
GIFBS	Fixed-Budget Selection
FTP	Full Technical Proposal
GCC	General Conditions of Contract
GDPR	General Data Protection Regulation
GRC	Grievance Redressal Committee
HR	Human Resources
HVAC	Heating, Ventilation, and Air Conditioning
ISO	International Organization for Standardization
ITC	Instructions to Consultants
JCI	Joint Commission International
JMC&RC	Jinnah Medical Complex and Research Center
LCS	Least-Cost Selection
LEED	Leadership in Energy and Environmental Design
LOI	Letter of Invitation
MEP	Mechanical, Electrical, and Plumbing
NFPA	National Fire Protection Association
PCATP	Pakistan Council of Architects and Town Planners
PEC	Pakistan Engineering Council
PGS	Parking Guidance System
PCU	Project Coordination Unit
PKR	Pakistan Rupee
PPRA	Public Procurement Regulatory Authority
QBS	Quality-Based Selection
QCBS	Quality and Cost-Based Selection
RDS	Raw Data Sheets
RFP	Request for Proposal
SCC	Special Conditions of Contract
SLA	Service Level Agreement
SOW	Scope of Work
SRFP	Standard Request for Proposal
TORs	Terms of Reference
UMA	Unified Management Approach
URDG	Uniform Rules for Demand Guarantees
USD	United States Dollar
VAT	Value Added Tax
VFM	Value For Money

PART I

Section I. Request for Proposals (RFPs)

Hiring of Consultants for Third-Party Validation of Engineering, Procurement and Construction of Jinnah Medical Complex & Research Center, Islamabad

This invitation to submit proposals follows the procurement notice for this project, which appeared in [insert media] issue no. _____ dated _____. The Ministry of National Health Services Regulations & Coordination (MoNHSR&C), the “Procuring Agency,” invites proposals for the “Hiring of Consultants for Third-Party Validation of Engineering, Procurement and Construction of Jinnah Medical Complex & Research Center, Islamabad” (The Project). The consultancy services include independent validation and strategic oversight of project deliverables and processes across all phases, encompassing reviews of bidding documents, tendering and evaluation, design and construction, and validation of medical and non-medical equipment and IT systems. The consultant shall ensure transparency, value for money, and alignment with national and international standards and industry practices for healthcare infrastructure. The Terms of Reference (TORs) detail the required scope of services.

This Request for Proposal (RFP) intends to determine the capacity and technical strength of the bidder to successful execution of the scope of work.

The RFP includes the following documents:

- Section 1 – Letter of Invitation
- Section 2 – Instructions to Consultants and Data Sheet
- Section 3 – Technical Proposal (Full Technical Proposal - Standard Forms)
- Section 4 – Financial Proposal – (Standard Forms)
- Section 5 – Eligible Countries
- Section 6 – Terms of Reference
- Section 7 – Standard Forms of Contract
- Section 8 – Annexures

The bidders are required to submit their proposals electronically on EPADS, to register for EPADS, visit the EPADS portal: <https://eprocure.gov.pk>

For technical queries, contact:

Dr. Jasim Anwar

Cell: +92 344 55 66661

Email: pd.jmcrc@nhsrcc.gov.pk

Section II-A. Instructions to Consultants

A. General Provisions

1 Definitions	1.1 Definitions <ul style="list-style-type: none">a. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control of the consultant.b. "Applicable Law" means the laws and any other instruments having the force of law in Pakistan or other countries as specified in the Data Sheet, as they may occasionally be issued and are in force.c. "Consultant" means a legally established professional consulting firm or an entity that may provide or provide the Services to the Procuring Agency under the Contract.d. "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).e. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that reflects specific country and assignment conditions to supplement, but not overwrite, the provisions of the ITC.f. "Day" means a English calendar day.g. "Experts" means, collectively, Key Experts, Non-Key Experts, Key Personnel or any other Consultant, Sub-consultant, Joint Venture or Consortium member(s).h. "Consortium" 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 all members of the Consortium, and where the members of the Consortium are jointly and severally held liable to the Procuring Agency for the performance of the Contract for the entire period of the Contract Agreement.i. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services envisaged under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal.j. "ITC" (in Section 2 of the RFP) refers to the Instructions to Consultants, providing them with all the information needed to prepare their Proposals.k. "LOI" (this Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the Consultants.l. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually in the technical evaluation of the Consultant's Proposal.m. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant submitted to the Procuring Agency.n. "SRFP" means the Standard Request for Proposals, which the Procuring Agency must use as the basis for preparing the RFP.
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	<ul style="list-style-type: none"> o. "RFP" means the Request for Proposals prepared by the Procuring Agency based on the SRFP for selecting consultants. p. "Services" means the work and services to be performed by the consultant pursuant to the Contract Agreement. q. "Sub-consultant" means an entity to whom the consultant intends to subcontract any part of the Services while remaining fully responsible to the Procuring Agency during the performance of the entire Contract period. r. "TORs" (Section 7 of the RFP) means the Terms of Reference explaining the objectives, scope of work, activities, tasks to be performed, services to be rendered by the Consultant including expected/desired results, deliverables and respective responsibilities and obligations of the Procuring Agency and the Consultant.
<p>2 Introduction</p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a consultant from those found mentioned in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants shall be invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for the scope of services required for the project assignment named in the Data Sheet. The proposal submitted and found substantially compliant and responsive will form the basis for negotiating and signing the Contract with the successful consultant.</p> <p>2.2 The consultants should familiarize themselves with the local conditions, exigencies and shall be Soley responsible while preparing and submitting their proposals, including attending a pre-proposal conference, if so specified in the datasheet. Attending any such pre-proposal conference is, however, optional and will be at the Consultant's own expense.</p> <p>2.3 The Procuring Agency will timely provide the inputs, relevant project data, necessary information and reports, if required for preparing the Consultant's Proposal as specified in the Data Sheet without charging any cost to the Consultants.</p>
<p>3 Conflict of Interest</p>	<p>3.1 The consultant is required to provide best professional, objective, and services as professional technical arm of the Procuring Agency. The consultant must always prioritize the Procuring Agency's to look after and safeguard its interests in the project, strictly avoid conflicts with other assignments or corporate interests, and act without any other consideration for future work except what is specifically agreed in the Contract Agreement between the Procuring Agency and the successful Consultant.</p> <p>3.2 The Consultant must disclose to the Procuring Agency any situation of actual or potential future conflict that can impact its capacity to serve the best interests of its Procuring Agency, if the project is awarded to it. Failure to disclose such actual or potential future conflict may lead to the consultant's disqualification, termination of its Contract, and/or imposition of any other sanction(s) which Procuring Agency is entitled to under the law and regulations.</p> <p>3.3 Without limitation on the generality of the foregoing, the consultant shall not entitle to be hired under the circumstances set forth hereinbelow:</p> <p>a. Conflicting activities</p> <p>3.4 Conflict between consulting activities and procurement of goods works, or non-consulting services: a firm that the Procuring Agency has engaged to provide goods, works, or non-consulting services for a project or any of its Affiliates shall be disqualified from providing</p>

	<p>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>b. Conflicting assignments</p> <p>3.5 Conflict among consulting assignments:</p> <p>3.6 A consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment in the project by the Consultant that, by its nature, may conflict with another consultant's assignment for the same or another Procuring Agency.</p> <p>c. Conflicting relationships</p> <p>3.7 Direct Relationship of the key personnel of the Consultant with the Procuring Agency's procuring committee members:</p> <p>3.8 Consultant (including its key Experts and nominated Sub-consultants) that has a close business or family relationship with members of the Procuring Agency or of a recipient of a part of the financing in case some financing institution finances the Project) 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 Procuring Agency during the selection process and during the execution of the Contract.</p>
<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 providing consulting services related to the project or 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 Corruption and Fraudulent Practices</p>	<p>5.1 The Procuring Agency requires strict compliance with its Regulatory Framework regarding corrupt and fraudulent practices, as outlined in Section 6.</p> <p>5.2 In order to make compliance to the Regulatory Framework of the Procuring Agency, Consultants shall permit, cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel to allow the Procuring Agency to inspect all accounts, records, and other related 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 at its sole discretion.</p>
<p>6 Terms of Reference</p>	<p>6.1 The Procuring Agency permits the Consultants to participate for this assignment from all the countries except Isreal and India.</p> <p>6.2 Furthermore, the Consultant is responsible for ensuring that its Consortium members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers, and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> <p>a. Sanctions</p> <p>6.3 A firm declared blacklisted by the Procuring Agency or any other Authority in Pakistan or any of its personnel found involved in any fraudulent or corrupt practice within in the meaning and purview of</p>

	<p>Clause 5.1 above shall be ineligible to participate in the procurement process or to be awarded a contract. The debarred firms and individuals list is available at the electronic address specified in the Data Sheet.</p> <p>b. Prohibitions</p> <p>6.4 Firms including their personnel and key experts belonging to the country or goods manufactured in a country will be ineligible to participate as indicated in Clause 6.1 above and 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 (in case of resignation or retirement, for at least two years or the period established by statutory provisions applying to civil servants, government employees whichever is longer. Experts who are employed by 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 before being included in Consultant's Proposal and their hiring would not create a direct and indirect conflict of interest.
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B. Preparation of Proposals

7 General Considerations	7.1 The Consultant must examine the RFP in detail in preparing the proposal. Material deficiencies in providing the information requested in the RFP may result in the rejection of the proposal.
8 Cost of Preparation of Proposal	8.1 The Consultant shall be solely responsible to bear all costs of preparing and submitting its proposal. 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. It reserves the right to annul the selection process by the procurement regulatory framework at any time before the Contract award without incurring any liability to any potential participating consultant or party.
9 Language	9.1 The Proposal, all correspondence and documents relating to the proposal exchanged between the consultant and the Procuring Agency shall be written in the language(s) specified in the Data Sheet.
10 Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms as prescribed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the consultant shall include a statement of an undertaking to observe the Procuring Agency Regulatory Framework regarding corrupt and fraudulent practices when competing for, rendering its services including during the executing contract.</p>
11 Only One Proposal	11.1 The Consultant shall submit only one proposal, either in its own name or as part of Joint Venture or a Consortium in another Proposal. If a Consultant, including as member of any Joint Venture or Consortium, submits or participates in multiple proposals, all such proposals shall be disqualified and rejected. This does not preclude a sub-consultant or the consultant's staff from participating as key experts and non-key experts in multiple

	<p>proposals when circumstances justify it, if stated in the Data Sheet, and subject to regulatory framework or instructions, of the Procuring Agency, if any.</p>
<p>12 Proposal Validity</p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency. To ensure the proposal's validity, it shall contain a bid/proposal security or bid/proposal securing declaration as a <u>complementary bid/proposal securing instrument</u> with a validity period <u>twenty-eight days</u> longer than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of the submission of the Proposal or was included in the Proposal without his/her written consent, such proposal shall be disqualified and rejected for further evaluation and subject to Procuring Agency sole discretion may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p> <p>a. Extension of Validity Period</p> <p>12.4 If considered necessary, an extension in the bid validity period 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 extension period should be determined given the circumstances under which such extension is deemed necessary. However, the extended period shall not be longer than the original bid validity period. The request for extension and the responses shall be made in writing. Moreover, any such extension, however, shall be considered and or determined before expiry of the original (or initial) bid validity period. The bidSecurity Instrument (Bid Security) shall also be extended by the bidders in line with the extension period determined by the Procuring Agency and as notified to the bidders.</p> <p>12.5 If the participating 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 same Key Experts mentioned in the proposal of the Consultant.</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 or considered for any purpose whatsoever.</p> <p>b. Substitution of Key Experts at Validity Extension</p> <p>12.7 If any Key Experts become unavailable for the extended validity period, the consultant shall provide adequate written justification and evidence satisfactory to the Procuring Agency and the substitution request for the unavailable Key Experts. In case substitution is requested by the Consultant justifying the reason of substitution. In such case, a replacement Key Expert shall have equal or if not better qualifications and experience than the originally proposed Key Expert. The technical evaluation score, however, will remain to be weighed and 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 found unsatisfactory to the Procuring Agency, such proposal will be rejected.</p>

	<p>c. Sub-Contracting</p> <p>12.9 The Consultant shall not sub-contract more than five percent (5%) of the services for the areas of key services.</p> <p>12.10 The Proposal Securing Declaration (PSD) is required to protect the Procuring Agency against the risk of the Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings by the Procuring Agency as per law and regulatory framework on the subject.</p> <p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.12 The Proposal Securing Declaration of a Joint Venture or Consortium (as the case may be) must be in the name of the JV or Consortium submitting the proposal duly signed by the authorized representative of the JV or Consortium as the case may be..</p> <p>12.13 The successful Consultant's Proposal-Securing Declaration will be discharged upon signing the Contract with the Successful Consultant and after due furnishing the Performance Security acceptable to the Procuring Agency in terms the Contract requirements.</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
13	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing or by standard electronic means to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing or by standard electronic means. It will send all eligible Consultants written copies of the response (including an explanation of the query without identifying its source). 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 consider it in their Proposals. <p>13.2 The Consultant who has already submitted the proposal before any amendments in the RFP may submit a modified Proposal or a modification to any part of it based on the respective RFP amendment at any time before the proposal submission deadline.</p>

	No Technical or Financial Proposal modifications shall be accepted after the deadline.
14 Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> i. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in man month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative, illustrative and the proposal shall be based on the consultant's own estimates. ii. If stated in the Data Sheet, the consultant shall include in its proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts. Failing which, the Financial Proposal will be adjusted to compare proposals and make a decision for award in accordance with the procedure in the Data Sheet. iii. For assignments under the Fixed-Budget selection method, the estimated time input of key experts is not disclosed. The Data Sheet gives the total available budget, indicating whether it is inclusive or exclusive of taxes, and the Financial Proposal shall not exceed this budget.
15 Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any information regarding the Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the consultant must submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the Data Sheet using the Standard Forms provided in Section 3 of the RFP.</p>
16 Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts and (b) reimbursable expenses indicated in the Data Sheet.</p> <p>a. Taxes</p> <p>16.2 The Consultant and its sub-consultants and Experts are responsible for meeting all tax liabilities arising from the Contract unless stated otherwise in the Data Sheet. Consultant shall include all taxes and duties in its proposal prevailing 28 days prior to the proposal submission date. Any additional or reduced taxes, duties or levies enforced through any act of law, statutory notification or any regulatory framework, will be added or reduced from the contract price as the case may be. The Data Sheet provides information on taxes in the Procuring Agency's country.</p> <p>b. Currency of Proposal</p> <p>16.3 The Consultant may express the price for its Services in the currency or currencies stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be noted in the national currency.</p> <p>c. Currency of Payment</p> <p>16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the proposal.</p> <p style="text-align: center;">C. Submission, Opening, and Evaluation</p>
17 Submission Sealing, and	<p>17.1 The consultant shall submit a signed and complete Proposal comprising the documents and forms as stated in Clause 10 (Documents Comprising Proposal). The submission can be made</p>

Marking of Proposals

by mail or by hand. The consultant may also submit its proposals electronically, if specified in the Data Sheet.

17.2 An authorized consultant representative shall sign the original submission letters in the required format for the Technical Proposal and Financial Proposal and shall initial all pages of its Technical and Financial proposals. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 All members shall sign a Proposal submitted by a Joint Venture or Consortium to be legally binding on all members or by an authorized representative with a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the proposal.

17.4 The signed proposal shall be marked "Original," and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the original signed document. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all copies of the Technical Proposal shall be placed inside a sealed envelope marked "Technical Proposal," "[mentioning name of the project]," reference number, name and address of the consultant, and with a wording "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside a sealed envelope marked "Financial Proposal," followed by the name of the assignment, reference number, and name and address of the consultant, and with a wording "**Do Not Open with the Technical Proposal.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, the consultant's name, and the address and shall be marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]."

17.8 If the envelopes and packages containing the proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the proposal's misplacement, loss, or premature opening.

17.9 The proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline stated in the Data Sheet or any extension to this deadline. Any Proposal or modification accepted by the Procuring Agency after the deadline shall be declared late, rejected, and promptly returned unopened.

Withdrawal of Bids

17.10A Consultant may withdraw its proposal after it has been submitted but prior to its opening, provided that the procuring agency receives written notice of the withdrawal before the proposal (bid) opening date.

17.11 The revised proposal may be submitted after the withdrawal of the original proposal but necessarily during the notified deadline date.

17.12 First, envelopes marked "WITHDRAWAL" shall be taken up and read out and will be returned to the bidder unopened. No bid

	<p>withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening time.</p>
<p>18 Confidentiality</p>	<p>18.1 From the time the Proposals are opened till the time the Evaluation Report is published, the consultant shall not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information pertaining to the evaluation of Proposals shall not be disclosed to the Consultant 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 the Consultant or anyone on behalf of the consultant to improperly influence 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 the 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 proposals in public, in the presence of Consultant or their representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings, at the place, on the date, and at the time specified in the BDS. The Consultants' present representatives shall sign a register as proof of attendance and his presence.</p> <p>19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out, and the envelope with the corresponding proposal shall not be opened but returned to the consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which will be returned to the consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the proposal's opening. Any modification shall be read out along with the original proposal except in the case of the single stage two envelope procedure, where only the technical proposal, both original and modification, is to be opened, read out, and recorded at the opening. The Original and Modification Financial Proposal will remain unopened until the prescribed financial Proposal opening date.</p> <p>19.5 The Procuring Agency's evaluation committee shall open the Technical Proposals with the Proposer Consultants' authorized representatives who choose to attend (in person or online if this option is offered in the Data Sheet). The opening date, time, and address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in terms of the ITC.</p>

	<p>19.6 At the opening of the Technical Proposals, following shall be read out: (i) the name and the country of the consultant or, in case of a Joint Venture or Consortium, the name of the Joint Venture or Consortium, the name of the lead member, and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the proposal submitted before proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20 Proposals Evaluation	<p>20.1 Subject to the 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 after the proposal submission deadline. The Procuring Agency will evaluate the proposals solely based on the submitted Technical and Financial Proposals.</p>
21 Evaluation of Technical Proposals	<p>21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or fails to achieve the minimum technical score indicated in the Data Sheet.</p>
22 Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked consultant is invited to negotiate the Contract.</p> <p>22.2 The Procuring Agency's evaluation committee opens only the Financial Proposal of the technically top-ranked Consultant (as explained in the Evaluation Criteria). All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with successful Consultant.</p>
23 Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding the responsiveness or non-responsiveness of the consultant, along with the technical scores secured. The financial proposals of non-responsive consultants will be returned unopened after the selection process and contract signing are completed. 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 arrange to attend the proposal opening. The consultant's attendance at the opening of the Financial Proposals (in person or online if such an option is indicated in the Data Sheet) is optional and is the consultant's own choice.</p> <p>23.2 The Procuring Agency's evaluation committee shall open the Financial Proposals in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. The Consultants' names and overall technical scores, including the breakdown by criterion, shall be read aloud at the opening. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p>

<p>24 Correction of Errors</p>	<p>24.1 Activities and items described in the Consultant Technical Proposal but not priced specifically and separately in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be allowed or are made to the Financial Proposal on account errors or corrections except arithmetical errors in computation of the Contract Price.</p> <p>Time-Based Contracts</p> <p>24.2 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of a discrepancy between the Technical and Financial Proposals in indicating input quantities, the Technical Proposal shall prevail. The Procuring Agency's evaluation committee shall correct the quantification stated in the Financial Proposal to make it consistent with that indicated in the Technical Proposal, applying relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<p>25 Taxes</p>	<p>25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include taxes and duties according to the instructions in the Data Sheet.</p>
<p>26 Conversion to Single Currency</p>	<p>26.1 For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source, and date indicated in the Data Sheet.</p>
<p>27</p>	<p>a. Quality & Cost Based Selection (QCBS)</p> <p>27.1 Proposals of the Consultants will be considered, evaluated and finalized by the Procuring Agency on QCBS basis i.e. the total score is calculated by giving weightage to the technical and financial scores and adding them according to the formula and instructions in the Data Sheet. The consultant achieving the highest combined technical and financial score will be invited to negotiate the Contract with the Procuring Agency.</p> <p>b. Fixed-Budget Selection (FBS)</p> <p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Procuring Agency will select the consultant who submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such a consultant to negotiate the Contract.</p> <p>c. Least-Cost Selection</p> <p>27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such consultant to negotiate the Contract.</p> <p style="text-align: center;">D. Negotiations and Award</p>
<p>28 Negotiations</p>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the consultant's representative(s), who must have written power of attorney to negotiate and sign a Contract on behalf of the consultant.</p>

	<p>28.2 The Procuring Agency shall prepare minutes of negotiations signed by the Procuring Agency and the consultant's authorized representative.</p> <p>d. Available Key Experts</p> <p>28.3 The invited Consultant shall confirm in writing availability of all Key Experts included in the proposal for the entire period of Contract duration as a pre-requisite to the negotiations or, if applicable, a replacement by 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>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances beyond reasonable control of and not foreseeable by the experienced consultant, including but not limited to death or medical incapacity of the said key expert or any other reason beyond consultant control. In such case, the consultant shall substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate and replacement of the key expert will be always subject approval and acceptance of the Procuring Agency.</p> <p>e. Technical Negotiations</p> <p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, test the quality of the professional services required for the project, its price, or the relevance of the initial evaluation.</p> <p>f. Financial Negotiations</p> <p>28.6 There shall be no financial negotiations post financial proposal (bid) opening; however, they may only clarify the consultant's tax liability and how it should be reflected in the final Contract Agreement.</p>
<p>29 Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall be initialed by the Procuring Agency and the consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Procuring Agency shall inform the consultant in writing of all pending issues and disagreements and provide a final opportunity for the consultant to respond. If disagreement persists and continues, the Procuring Agency shall terminate the negotiations, inform the consultant of the reasons for doing so, and invite the next-ranked consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked consultant, it shall not reopen the negotiations with the Consultant with whom negotiations earlier stood terminated.</p>
<p>30</p>	<p>30.1 Subject to ITC 29, the Procuring Agency will award the Contract to the consultant whose proposal has been found and evaluated substantially responsive to the RFP Documents and who has been declared as 'Most Advantageous Consultant', provided that such consultant has been found determined:</p> <p>a. Eligible by the provisions of ITC 6;</p>

	<p>b. is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c. Successful negotiations have been concluded, if any.</p>
31	<p>31.1 In accordance with Rule 48 of PPRA Rules 2004, The procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of people with proper power and authorization to address the complaint. The GRC shall not comprise of any of the members of the Procurement Evaluation Committee. Depending on the nature of the procurement, the GRC must have one subject specialist in its composition.</p> <p>31.2 Any party who has submitted the Proposal 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 the provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the award of the project.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after submitting his bid may lodge a written complaint concerning his grievances not later than seven days after the announcement of the technical evaluation report and five days after the issuance of the final evaluation report.</p> <p>31.4 If a complaint is filed against the technical evaluation report, the GRC shall be entitled to suspend the procurement proceedings in appropriate cases, if the case is made out by the aggrieved party and not otherwise.</p> <p>31.5 In case the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection to the technical evaluation of the report: Provided that the complainant may object to any part of the final evaluation report if a single stage one envelope bidding procedure is adopted.</p> <p>31.6 In both cases, the GRC shall investigate and decide the complaint within ten days of its receipt after hearing the aggrieved party, related party and Procuring Agency.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file an Appeal before the Appellate Committee of the Authority in the prescribed format after depositing the fee as specified in "Redressal of Grievance Regulations, 2021".</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respects, shall serve notices in writing upon all the parties to the Appeal.</p> <p>31.9 The Committee shall call the record from the concerned procuring agency or the GRC, as the case may be, and provide it within the prescribed time.</p> <p>31.10 The Committee may, after examination of the relevant record and hearing all the concerned parties, decide on the appeal within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The committee's decision shall be in writing and signed by the Head and each Member of the Committee. The decision of the committee shall be final and binding.</p>
32 Mechanism of Blacklisting	<p>32.1 The Procuring Agency is entitled to bar any party as prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in procurement proceedings, bidder or contractor who either has been found:</p> <p>i- Involved in corrupt and fraudulent practices as defined in Rule 2 of Public Procurement Rules;</p>

ii- Failed to perform his contractual obligations; and

iii- Fails to abide by the bid securing declaration.

32.2 The show cause notice shall contain: (a) a precise allegation against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the authority for debarring the consultant, bidder or contractor from participating in public procurements of all the procuring agencies.

32.3 The procuring agency shall give the consultant, bidder or contractor a minimum of seven days to submit a written reply to the show cause notice.

32.4 In case the consultant, bidder or contractor fails to submit a written reply within the requisite time, the Procuring Agency may issue notice for a personal hearing to the bidder or contractor/authorized representative of the bidder or contractor, and the procuring agency shall decide the matter based on available record and personal hearing if availed.

32.5 In case, consultant, bidder or contractor submits a written reply to the show cause notice the Procuring Agency may decide to file the matter or direct the issuance of a notice to the consultant, bidder or contractor for a personal hearing.

32.6 The Procuring Agency shall give the consultant, bidder or contractor a minimum of seven days to appear before the specified officer for a personal hearing. The specified officer shall decide the matter based on the available record and the bidder or contractor's hearing.

32.7 The procuring agency shall decide the matter within fifteen days from the date of the personal hearing unless the hearing is adjourned to a later date. In such an eventuality, the period of the individual hearing shall be reckoned from the last date of the personal hearing.

32.8 The Procuring Agency shall communicate to the consultant, bidder or contractor the order debarring them from participating in any public procurement, with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Procuring Agency.

32.9 The procuring agency shall communicate such blacklisting or barring action to the authority and respective bidder or bidders in the form of a decision containing the grounds for such action. The authority shall publicize the same after examining the record to determine whether the procedure defined in the blacklisting and debarment mechanism has been adhered to by the procuring agency.

32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of a review petition under Rule-19(3) Regulations, 2021". The committee shall evaluate the case and decide within ninety days of filing the review petition.

32.11 The committee shall serve a written notice to all respondents of the review petition. The notices shall be accompanied by copies of the review petition and all attached documents, including the procuring agency's decision. The parties may file written statements and essential documents supporting their contentions.

	<p>The committee may pass such order on the representation as deemed fit.</p> <p>32.12 The authority, on the basis of the committee's decision, may either debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as deemed appropriate or acquit the bidder from the allegations. The authority's decision shall be final and binding.</p>
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Section II-B. Proposal Data Sheet

A. General

ITC Clause Reference	
2.1	Name of the Procuring Agency: Project Coordination Unit, JMC&RC, Mo NHR&C, Islamabad, Pakistan. Method of selection: Quality and Cost-Based Selection.
2.2	The name of the assignment is " Hiring of Consultants for Third-Party Validation of Engineering, Procurement and Construction of Jinnah Medical Complex and Research Center, Islamabad." Technical and Financial Proposals shall be submitted in the respective sections of EPADS.
2.3	Pre-bid conference will be held on 09th April 2026, at 1600hrs Pakistan Standard Time (GMT +5) – Zoom Links: https://unsw.zoom.us/j/87660949332 Meeting ID: 876 6094 9332
2.4	The Procuring Agency will provide the following inputs, project data, reports, etc., to facilitate the preparation of the Proposals, <u>as mentioned in TOR</u>
4.1	N/A
6.3.1	A list of debarred firms and individuals is available on the PPRA website: https://ppra.org.pk/

B. Preparation of Proposals

9.1	The language of the bid is English . All correspondence shall be in English language only.
10.1	The proposal shall comprise the following: <u>For Full Technical Proposal (FTP):</u> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 <u>Financial Proposal:</u> <ol style="list-style-type: none"> 1. FIN-1 2. FIN-2 3. FIN-3 4. FIN-4 5. FIN -5 6. Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: Yes (Statement of undertaking as per instruction to bidder clause 10.2)
11.1	Participation of Sub-consultants, Key Experts, and Non-Key Experts in more than one proposal is permissible. No
12.1	1. <u>The Bid Security</u> may be submitted in the form of a Pay Order or a Bid Bond issued by any scheduled bank recognized by the State Bank of Pakistan. The amount

	<p>must be PKR 5.00 million or an equivalent amount in foreign currency, provided that it is issued by a foreign bank and counter-verified by a scheduled bank in Pakistan. The Bid Security must be submitted along with the Technical Bid. All proposals must remain valid for a period of 90 days from the date of bid submission.</p> <p>2. A copy of the Bid Security must be uploaded on the EPADS portal; however, the original Bid Security must be submitted to the office of PD PCU Room # 10, Thirds Floor, Kohsar Block, Pakistan Secretariate, Islamabad, Pakistan, before the bid submission deadline. Failure to do so will result in the summary rejection of the bid. In the case of a successful bid, the Bid Security shall be returned to the successful consultant upon submission, receipt and verification of the Performance Guarantee.</p>
12.13	The successful bidder must submit the Performance Security of ten (10) percent of the Contract Price in the shape of Insurance guarantee from any AA+ insurance company.
13.1	Clarifications may be requested either before or during the pre-bid meeting. All clarification requests must be submitted through EPADS, and all responses will likewise be provided via EPADS. The Bid submission date is 04 th May, 2026 by 15:00 (GMT +05:00) Pakistan Standard Time.
14.1.2	Estimated intermittent input of Key Experts will be spread over a period of 54 months or till the completion of project.
14.1.3 for time-based contracts only	<p>The Proposal must include the minimum man -months of Key Experts' time-input as specified in the Terms of Reference (TOR), for the purpose of evaluating and comparing proposals, if a Proposal includes less than the required minimum time input, the shortfall (in man-months) will be calculated and valued as follows:</p> <p>The missing time input will be multiplied by the highest remuneration rate of any Key Expert in the Consultant's Proposal. This amount will then be added to the total remuneration. Proposals that include more than the minimum required time input will not be adjusted.</p>
14.1.4 & 27.2	N/A
15.2	The format of the Technical Proposal to be submitted is Full Technical Proposal (FTP) . Submission of the Technical Proposal in the wrong format may result in the proposal being deemed non-responsive to the RFP requirements.
16.1	Refer to Form Fin-5 (Bidder shall include in their bid all reimbursable items needed in the Project, and no additional items shall be paid separately)
16.2	<p>A price adjustment provision applies to all Time-Based contracts with a duration exceeding 18 months and applies to local inflation for specified construction inputs only. All direct and indirect taxes imposed on the date of submission of bids shall be included in the bid and the same will be exclusive responsibility of the Consultant.</p> <p>The bid price shall be quoted in two currencies only:</p>
16.2 b	<ol style="list-style-type: none"> 1. United States Dollars (USD) for all foreign components, and 2. Pakistani Rupees (PKR) for all local components. <p>However, all payments to the successful bidder will be made in Pakistani Rupees (PKR), using the conversion formula as specified in the Special Conditions of Contract.</p>
16.3	All direct and indirect taxes imposed on the date of submission of bids shall be included in the bid as applicable to the consultant, bidder, including Foreign & National Experts.

C. Submission, Opening, and Evaluation

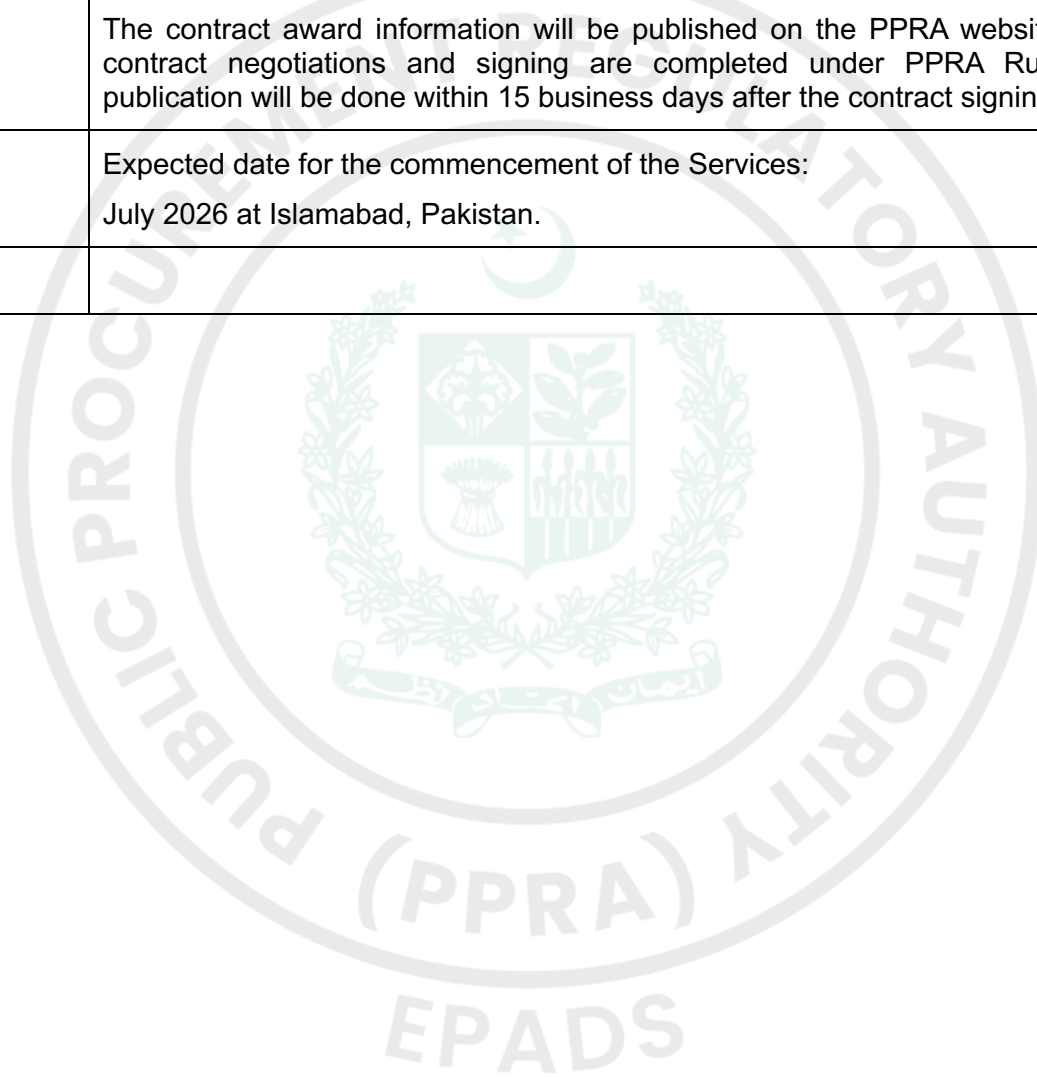
17.1, 17.5, 17.6, 17.8	The bidder must submit their proposals on EPADS. Technical Proposals to be submitted in specific technical sections and Financial Proposal in specific financial sections of EPADS
17.4	No copies are required due to online submission on EPADS
17.7 17.8	The proposal shall be submitted on EPADS not later than 04 th May, 2026 Time: 1500 hours (Pakistan Standard Time - GMT+5).
17.9	Any modifications can only be made to the already submitted proposal on EPADS and must be made no later than the submission deadline.
17.10	A Bidder may withdraw its proposal after it has been submitted on EPADS before the deadline for submission of Bids or bid opening.
17.12	Bids shall be opened on EPADs, and any withdrawal, if so, shall be replaced by the EPADs themselves with the final submission.
19.1, 19.2, 19.3 & 19.5	<p>Technical bids submitted on EPADS shall be opened initially. There will be no withdrawal proposal on EPADs after the cutoff date and time, so final submissions by the bidders will be opened. The final submission will replace any substitution on EPADs before the deadline for submission of a bid by EPADs, and the same shall be opened. The meeting for the opening of technical proposals shall take place at the following address:</p> <p style="text-align: center;">PD JMCRC Room # 10, HALL A4 Third Floor Ministry of Health Kohsar Block, Pak Sectaries, Islamabad, Pakistan</p> <p>Date: same as the submission deadline indicated in 17.7. Time: 1530 hours (Pakistan Standard Time GMT +5).</p>
19.6	At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member, and the names and the countries of all members; (ii) any other information deemed appropriate by the procurement committee.
21.1 (for FTP)	<p>Sample Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals (FTP).</p> <p>Mandatory Requirements:</p> <ol style="list-style-type: none"> 1. The foreign lead partner must be registered in their respective country, hold design or consulting or advisory qualification certificates issued by their countries and /or concerned Authority and comply with all international standards related to hospital design or management. 2. Each partner of JV or consortium must be registered with the relevant regulatory/licensing authority and in case of foreign company, they should provide evidence of their registration in their country. 3. Each partner or any expert of the Joint Venture or any expert of any member of Consortium must obtain at least 70% marks in their respective field of Specialization against which their resources are required to be incorporated in Joint Venture with the consortium, to qualify. 4. The bidder and all of its Joint Venture partners must provide an affidavit that they are currently not blacklisted by any Government, Semi-Government, Autonomous, Private, or any entity. All national firms must attach an affidavit on non-judicial stamp paper of Rs.1000/- and all international companies must attach an affidavit on their company letterhead.

	<p>5. A Joint Venture or Consortium of more than (5) five firms will not be entitled to submit a proposal.</p> <p>The lead partner will exclusively be responsible, on behalf of the JV partners to the client, for discharge of entire activities.</p> <p>Marking Criteria:</p> <p>Marking criteria encompasses four areas including work experience, human resources, methodology and financial strength. The distribution of the marks within four categories, further sub-divided into international lead and local partners is shown in Table 1 and detail explanation of marking criteria for each area and its sub-category is provided at Annex A.</p> <p style="text-align: center;">Table 1. Marking criteria for qualification of the consultants.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Relevant Experience</td> <td style="text-align: center;">35</td> </tr> <tr> <td style="text-align: center;">B</td> <td>HR/Professional Capability</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">C</td> <td>Methodology & Validation Approach</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">D</td> <td>Financial Strength</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>Note: The minimum technical score (St) required to pass is 70 Marks.</p>	No.	Description	Marks	A	Relevant Experience	35	B	HR/Professional Capability	30	C	Methodology & Validation Approach	25	D	Financial Strength	10	Total		100
No.	Description	Marks																	
A	Relevant Experience	35																	
B	HR/Professional Capability	30																	
C	Methodology & Validation Approach	25																	
D	Financial Strength	10																	
Total		100																	
21.1	A full Technical Proposal Format is adopted as prequalification is not applicable in this matter.																		
23.1	<p>An online option of the opening of the Financial Proposals is offered on request:</p> <p>Financial Opening will be announced after the evaluation of the Technical Proposals of Technically Qualified bidders, and details of the opening will be shared with the Qualified bidders via EPADS / E-mails. The Technically Qualified Firm with best Quality and Cost will be declared as the Successful Bidder.</p>																		
25.1	<p>All direct and Indirect taxes shall be included in the final bid price quoted by the Consultant. No additional cost will be included in the Consultant/bidder's quoted fee.</p> <p>At the time of finalization of Contract Agreement with the successful party, all taxes will be discussed, finalized, and mentioned in the Contract amount as a separate line indicating which taxes shall be paid by the consultant and which taxes shall be deducted and paid directly by the Procuring Agency on behalf of the Consultants; however, the bid price will remain unchanged.</p>																		
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is the Pakistani Rupee (PKR). The conversion rate of foreign exchange shall be the selling rate issued by the State Bank of Pakistan on the Date of Bid Submission. The foreign consultant would require that they continue to get their fixed dollar amount even in case of devaluation of Pak Rupee.																		
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70%, and</p>																		

	<p>P = 30%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
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D. Negotiations and Award

28.1	<p>The expected month and address for contract negotiations in accordance with PPRA Rule 40, Regulations-10 of 2010, is June 2026. Negotiations must be concluded within 30 days of bid opening, as per PPR 2004 Rule 40.</p> <p>Address:</p> <p align="center">PD PCU JMC&RC, MoHNR&C Kohsar Block ,3rd floor, Pak Secretariat, Islamabad,</p>
30.1	<p>The contract award information will be published on the PPRA website after the contract negotiations and signing are completed under PPRA Rule 47. The publication will be done within 15 business days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: July 2026 at Islamabad, Pakistan.</p>



Summary of Data Sheet	
The name of the assignment/project	"Hiring of Consultants for Third-Party Validation of Engineering, Procurement and Construction of Jinnah Medical Complex and Research Centre, Islamabad."
Procuring Agency:	Project Coordination Unit, JMC&RC, MoNHSR&C, Islamabad
Language of Bid	English Language only
Method of Procurement	Quality and Cost-Based Selection under PPRA Regulations 2010
Proposal Submission	Online Submission on EPADS. The Technical & Financial Proposal shall be uploaded on EPADS in their respective sections
Submission Deadline	The Proposals must be uploaded on EPADS by 04 th May 2026 before 1500 hrs Pakistan Standard Time (GMT +5).
Pre-Proposal Conference	The Pre bid conference will be held on April 09 th at 1600hrs Pakistan Standard Time (GMT +5) Zoom Links: https://unsw.zoom.us/j/87660949332 Meeting ID: 876 6094 9332
Bid Security	PKR 5.00 million (or equivalent amount in foreign currency). A copy of the Bid Security must be uploaded on the EPADS portal; however, the original Bid Security must be submitted to the office of PD PCU JMC&RC, Room 10, 3 rd Floor, Kohsar Block, Islamabad, Pakistan, before the bid submission deadline. Validity of Bid Security must be 120 days from the Bid Submission.
For technical queries, contact	Dr. Jasim Anwar Cell: +92 344 55 66661 Email: pd.jmcrc@nhsrsrc.gov.pk

Section III. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 guide the consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.} Checklist of Required Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	Page No (Limit)
FTP	STEP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” applicable	“ If	TECH-1 Attachment	If a Joint Venture or Consortium submits the proposal, attach a letter of intent or a copy of an existing JV / consortium agreement.	
“√” applicable	“ If	Power of Attorney	No pre-set format/form. In the case of a JV / Consortium, a power of attorney for the authorized representative of each JV/ Consortium member and a power of attorney for the representative of the lead member to represent all JV/ Consortium members appropriately worded in favor of the authorized representative of the JV/ Consortium and that he is duly authorized to represent all JV / Consortium members on their behalf for the project.	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	The procuring agency is to provide comments or suggestions on the Terms of Reference and Counterpart Staff and Facilities.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	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)	

Note: *The authorized representative of the consultant who signs the proposal shall initial all pages of the original technical and financial proposal.*

TECH Form – 1. Technical Proposal Submission Form

{Location, Date}

To:

PD PCU JMC&RC
Ministry of National Health Services, Regulation & Coordination
Islamabad

Dear Sir

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

{If the Consultant is a Joint Venture or Consortium, insert the following: We are submitting our Proposal as a Consortium 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 Consortium, or, if a Joint Venture or Consortium is already formed or incorporated, "of the Consortium 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 Consortium.

{OR

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

We hereby declare that:

- a. All information and statements in this proposal are accurate, and we accept that any misinterpretation or misrepresentation may result in 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 ITC 12.1].
- c. We have no conflict of interest in accordance with ITC 3.
- 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 the Data Sheet, Clause 12.7, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- f. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

If our proposal is accepted and the contract is signed, we undertake to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

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



TECH Form – 2. Consultant’s Organization and Experience

Form TECH-2: a brief description of the consultant's organization and an outline of the consultant's recent experience that is most relevant to the assignment. In the case of a Joint Venture or Consortium, 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 the form of a Joint Venture or Consortium 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 or Consortium of each member for this assignment.
2. Include an organizational chart, a list of the Board of Directors, and beneficial ownership of the Consultant/ bidder.

B - Consultant’s Experience

1. List only previous similar assignments completed in the last [10] years.
2. List only those assignments for which the Consultant legally contracted as consultant as a company or was one of the JV or Consortium partners. Assignments completed by the consultant's 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 attach and substantiate the claimed experience by enclosing copies of relevant documents with their Technical Proposal as per the satisfaction of 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 of the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": 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/CONSORTIUM 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}

TECH Form – 3. Comments and Suggestions

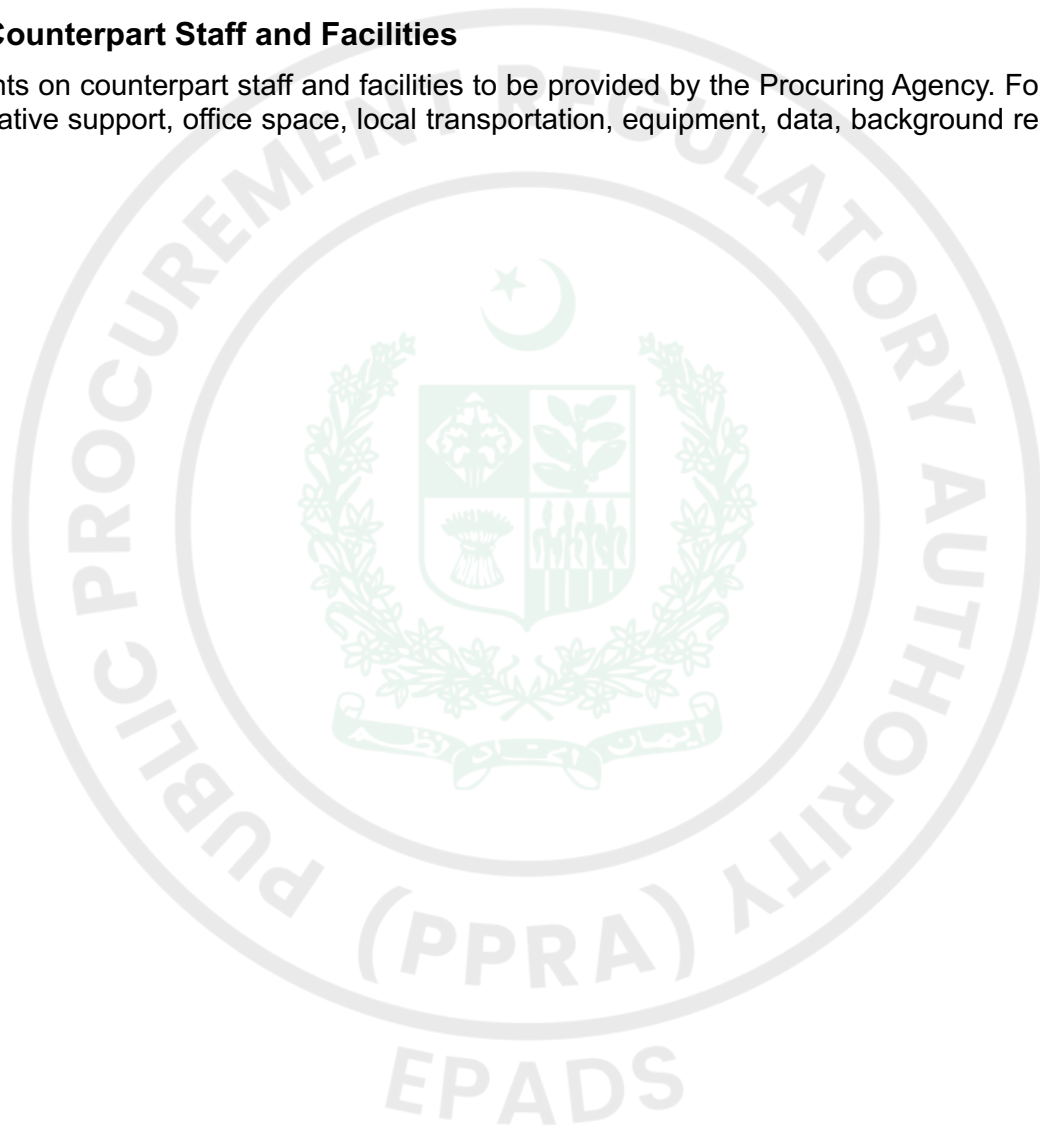
Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including administrative support, office space, local transportation, equipment,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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



TECH Form – 4. Methodology
(for Full Technical Proposal Only)

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

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

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

a. Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks}.

b. Work Plan

{Please outline the plan for implementing 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 for the project as conceived by the Procuring Agency. 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.}

TECH Form – 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 the final report to the Procuring Agency}													
	Environmental and Social Impact Assessment													
D-2	{e.g., Deliverable #2:.....}													
N														

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

TECH Form – 6.1. Team Composition, Assignment, and Experts’ Inputs

No	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)		
		Pos itio n	D-1	D-2	D-3	D-...						Hom e	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Tea m Lea der]	[Ho me]	[2 mon th]	[1.0]	[1.0]									
			[Fiel d]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Ho me]												
			[Fiel d]												
N-2															
n															
											Subtotal				
											Total				

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

TECH Form – 6.2. Curriculum Vitae

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	
PEC License No	(for Local Engineers)
Engineering Regulator License No	(for foreign Engineers)
Total Years of Experience	

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, the Name of the employing organization, the titles of positions held, the types of activities performed, the location of the assignment, and the contact information of the previous Procuring Agency 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. _____ 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 Illustrate 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 rejection of consultant proposal by the Procuring Agency.

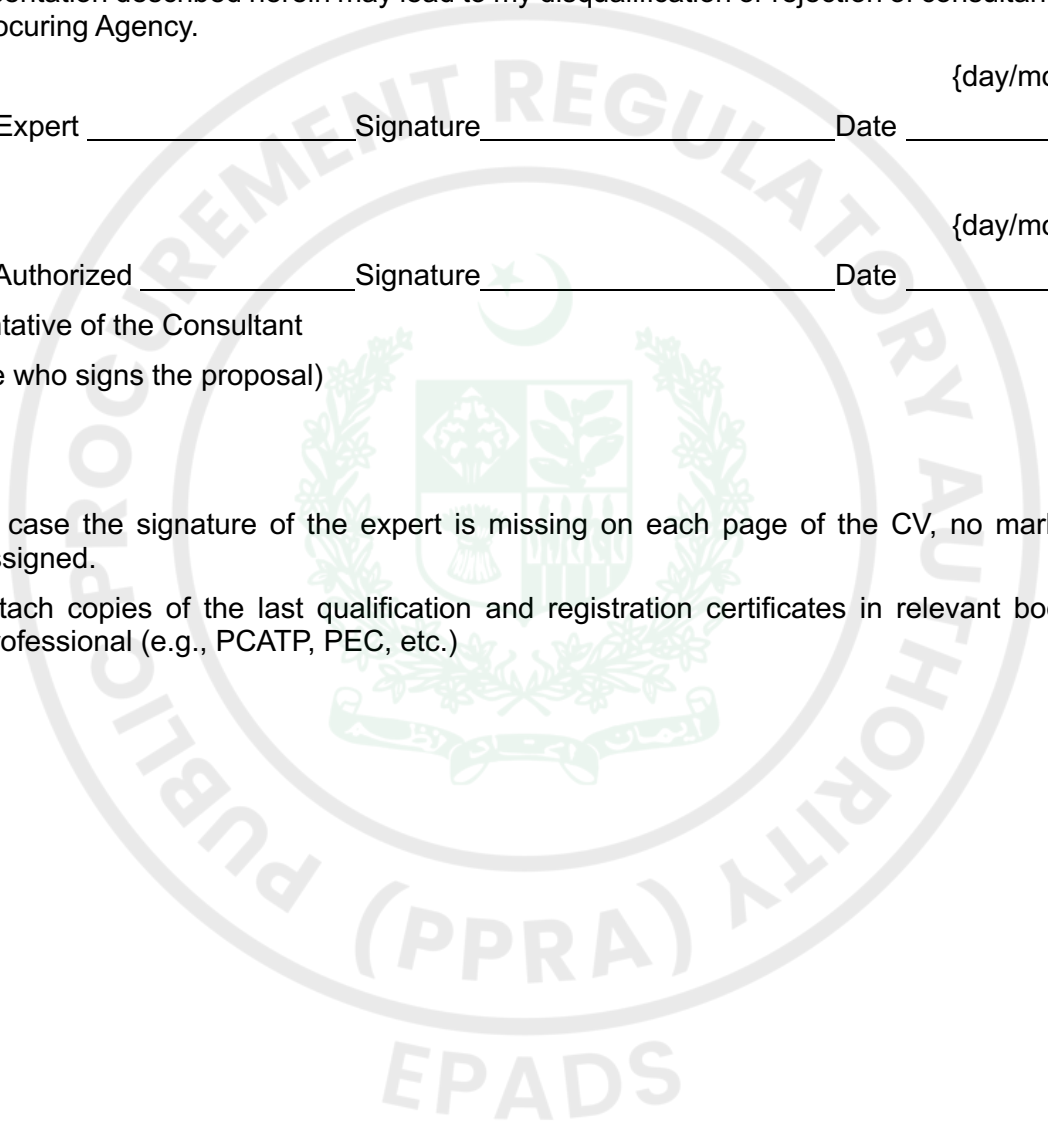
Name of Expert _____ Signature _____ Date _____ {day/month/year}

Name of Authorized _____ Signature _____ Date _____ {day/month/year}

Representative of the Consultant
(the same who signs the proposal)

Note:

- In case the signature of the expert is missing on each page of the CV, no marks will be assigned.
- Attach copies of the last qualification and registration certificates in relevant bodies as a Professional (e.g., PCATP, PEC, etc.)

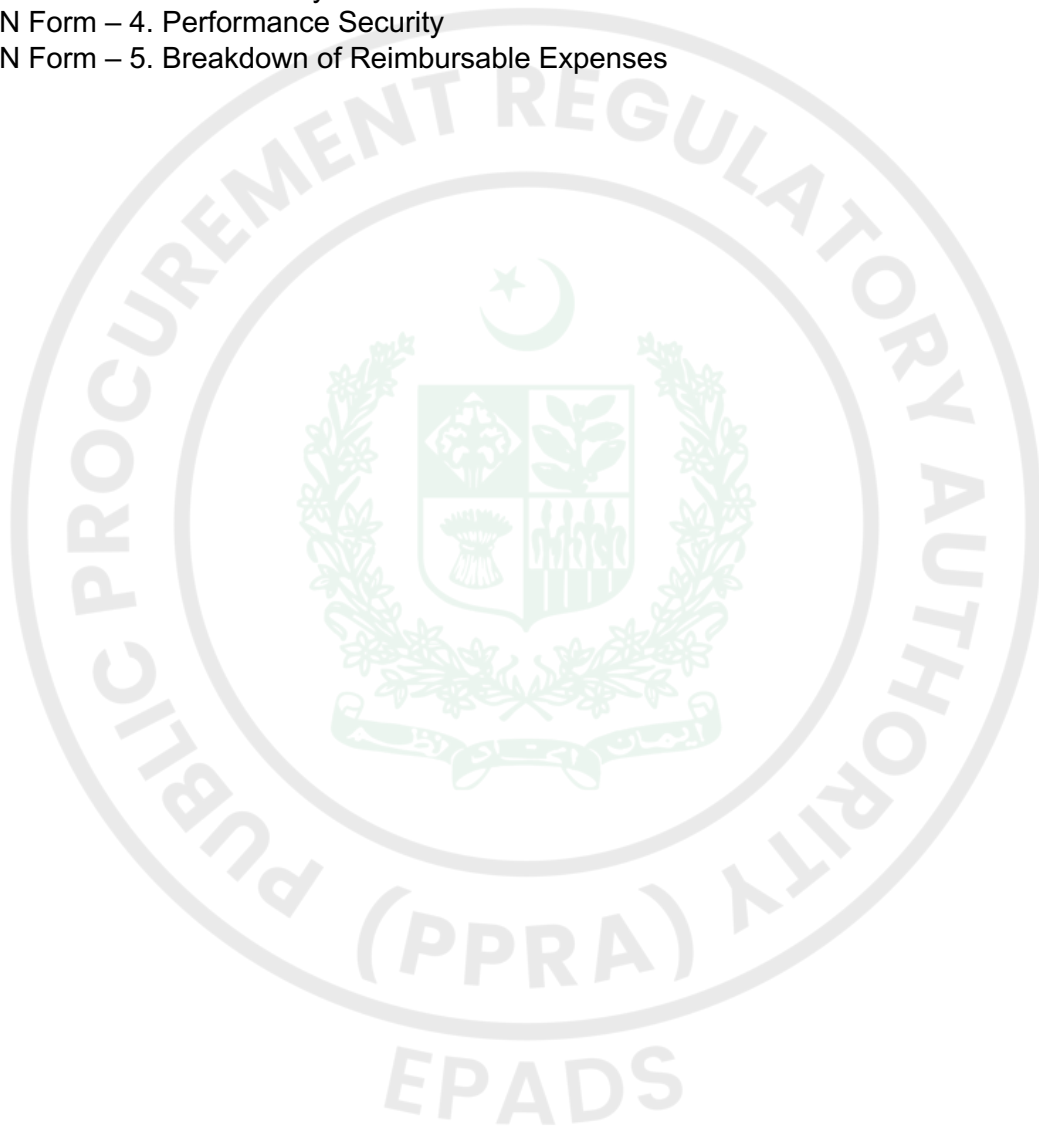


Section IV. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used to prepare the Financial Proposal according to the instructions provided in Section 2.

- FIN Form - 1 Financial Proposal Submission Form
- FIN Form - 2 Summary of Costs
- FIN Form - 3 Consultancy Fees
- FIN Form – 4. Performance Security
- FIN Form – 5. Breakdown of Reimbursable Expenses



FIN Form – 1. Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for Rs. _____ (Insert Amount in words), which includes all applicable direct/indirect taxes and all other charges/expense in accordance with Clause 25.1 in the Data Sheet.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until [insert day, month, and year in accordance with ITC 12.1].

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to the preparation or submission of this Proposal and Contract execution, paid if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: _____

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

FIN Form – 2. Summary of Costs

<i>Item</i>	Cost			
	{consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2}	{Insert Foreign Currency # 3}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
1. Remuneration International Lead				
2. Remuneration Local Partner				
3. Reimbursable				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1} *This cost for 30 months				
Indirect Local Tax Estimates – to be discussed and finalized at the time of Contract Awarded (Ref. Clause 25.1 of Data Sheet)				
i. {insert type of tax. e.g., VAT or sales tax}				
ii. {e.g., income tax on non-resident experts}				
iii. {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

- Footnote: Payments will be made in Pakistani Rupees only. The bid cost should be inclusive of all reimbursable expenses. No extra payment will be made to the consultant.

FIN Form – 3. Consultancy Fees

FIN Form – 4. Performance Security
(Insurance Guarantee)

Guarantee No

Executed on

Expiry date

[Letter by the Guarantor to the Employer'

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

Panel Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Date _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and Letter of Acceptance dated _____ (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contractor) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employers designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor

Witness:

1 _____

Corporate Secretary (Seal)

2 _____

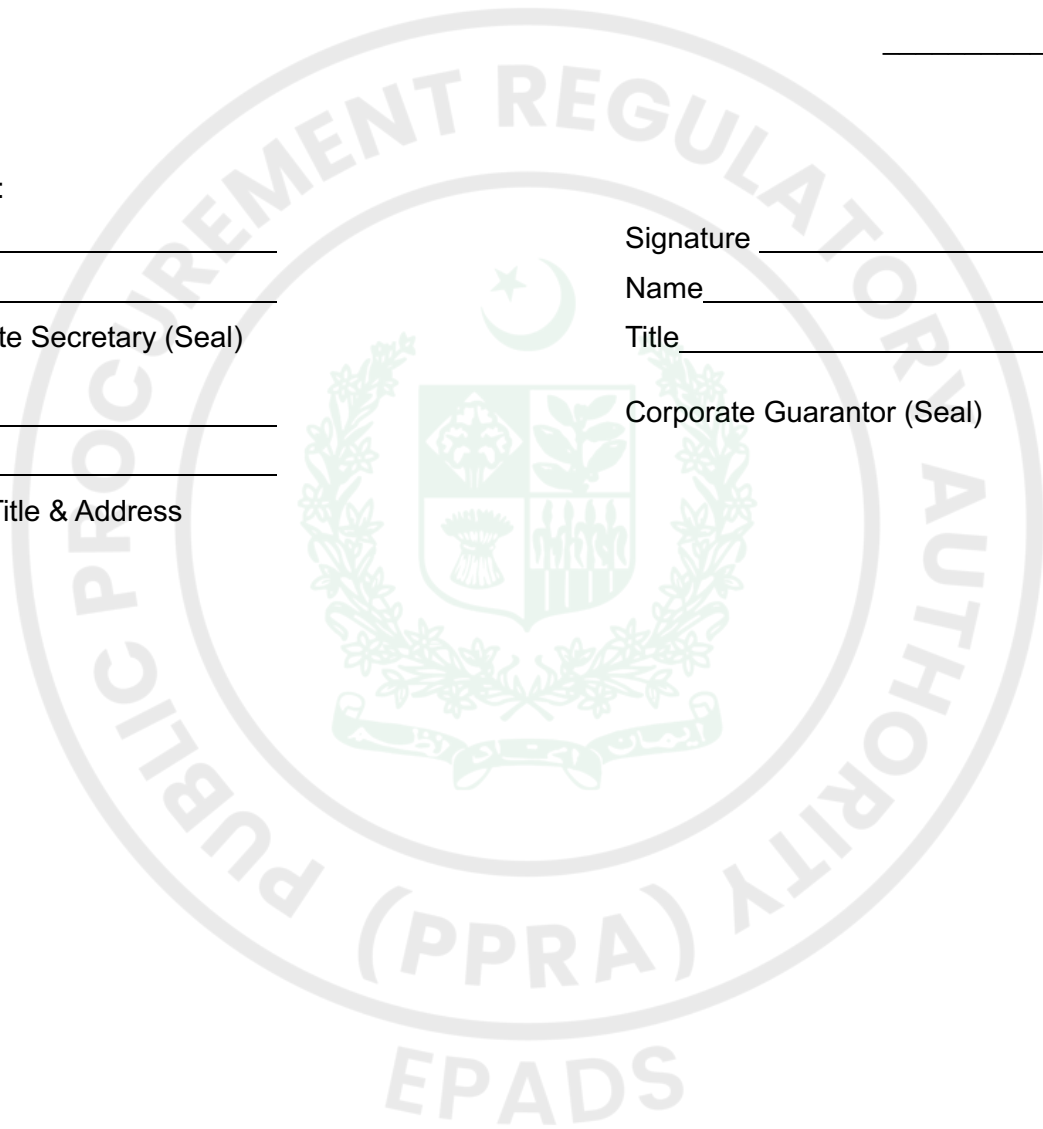
Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Procuring Agency's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as a percentage of 1
2. Expressed as a percentage of 4

Section V. Eligible Countries

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

The following countries or the products and equipment manufactured in these countries are ineligible to use or participate in this project:

1. India
2. Israel

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

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



Section VI. Terms of Reference (Scope of Services)

Hiring of Consultants for Third-Party Validation of Engineering, Procurement and Construction of Jinnah Medical Complex and Research Center, Islamabad

1. Project Overview

The Government of Pakistan is developing the Jinnah Medical Complex & Research Center (JMC&RC), a flagship healthcare initiative designed to provide world-class medical services, research capabilities, and medical tourism potential. To ensure quality, transparency, value for money, and adherence to national/international standards, the Project Coordination Unit of JMC&RC at the Ministry of National Health Services, Regulation & Coordination (NHSR&C) seeks to engage a Third-Party Validation (TPV) consultant to ensure transparency, value for money and to validate all deliverables/outputs as per client's requirements and contract agreements related to all stages of the project covering design, procurement, construction, furniture, fixture and equipment (FF&E), inspection, testing and commissioning, handing over, DLP and ensuring readiness for the operation of the hospital. The project duration period is 5 years. Intermittent input of key experts of TPV consultants would be required over a period of 5 years or till the completion of the project.

1.1 Phases of The Project

Phase 1 of the project will comprise the hospital and auxiliary infrastructure, whereas the education and research infrastructure will be constructed in Phase 2.

1.2 Institutional arrangement and timelines

The project phase I will be executed in EPC mode, whereas phase II will be executed in BoQ mode. The client (MoNHSR&C) has established an independent company, namely Jinnah Medical Construction (JMC) Company, to execute the project. JMC company will hire an international project consultant for design review and project management, including site supervision, and an international EPC contractor for hospital construction.

1.3 Key Role and Reporting

The periodic reports from contractors and consultants will be submitted to the TPV consultant via PCU in pre-agreed formats to validate progress and required compliance. The TPV consultant will critically review these reports and generate a validation report for the client, ensuring transparency and value for money. The TPV consultant is expected to dig deeper into the reports to identify visible gaps in compliance, transparency, and value for money. In addition, the TPV consultant will be responsible for meeting other client requirements related to the project.

2. Objectives

2.1 Third-Party Validation

- The TPV consultant will act on behalf of the NHSR&C to provide high-level scrutiny and review compliance with legal, financial, and technical standards.
- Review key milestones and processes related to design, construction, procurement, and commissioning as well as compliance with local and international design standards.
- Periodic report on transparency, efficiency, and value for money. Identify risks, gaps, or deviations at an early stage to avoid disputes and delays and suggest mitigation measures.
- Report on project alignment with its scope, budget, and schedule.

3. Scope of Work

The TPV consultant shall undertake the following:

A. Documentation & Process Review

- Architectural, structural, MEP, HVAC, medical planning, etc. documentation

- Alignment with approved designs, specifications, and national/international healthcare standards.
- Procurement processes and contract agreements for transparency & legal, financial, and procurement compliance.
- All reports from EPC contractors and project consultants.

B. Financial & Legal Compliance

- Adherence to project budget, payment schedules, legal, regulatory, and financial compliance.
- Identify legal & financial risks and recommend mitigation actions.

C. Periodic Review of Construction & Technical Parameters

- Construction quality, materials, and methods via site visits or spot checks.
- Compliance with safety, environmental, and labor standards.
- Execution by EPC and other contractors aligns with the approved scope and timelines.
- Medical equipment, MEP, Fire protection, medical gases, pneumatic tubing, waste management, IT infrastructure, low voltage systems, and other technologies and systems etc.

D. Review of Operational Readiness

- IT systems and data security frameworks
- Integration of IT and healthcare technology infrastructure.
- Testing & commissioning processes of medical and non-medical equipment
- HVAC and Electrical Systems
- Handing and taking over of infrastructure, including medical, non-medical and IT equipment,
- Defects liability report

E. Oversight, Supervision & Planning Support

- Completion of project milestones and deliverables.
- Identify gaps and propose bridging measures in design, construction, procurement and installation to commissioning.
- Assist in the resolution of disputes and conflicts among key project stakeholders.
- Compliance with the Public-Procurement Regulatory Authority Rules

F. Reporting & Recommendations

- The Project Consultants will generate progress and quality reports based on project execution as per the approved design and Scope. TPV shall review these reports to ensure they are accurate, unbiased, and meet legal and financial requirements.
- Submit independent periodic reports that summarize compliance, risks, and recommendations for improvement.
- Produce a final report upon project completion, confirming that all deliverables meet the agreed standards and objectives.
- Highlight any non-compliance and/or risk that is urgent without waiting for the routine reports
- The TPV Consultant shall undertake through reviews to identify any potential gaps or overlooked elements within the project documentation or execution. Recommendations for additional scope items may be submitted for consideration. Such inclusions shall only proceed upon mutual agreement and written approval by the Client.
- The project coordination unit reserves the right to allocate additional tasks to the consultant that are relevant to the project objectives. Any such assignments shall remain aligned with the approved scope, contractual terms, and applicable governance requirements.

G. Governance and Independence

- The TPV consultant shall report directly to the Ministry of NHR&C through PCU.

- The TPV consultant shall work independently of the executing agency, consultants and contractors.
- The TPV consultant shall independently review the progress, financial and audit reports produced by the executing agency through their contractors and consultants.
- Site visits, meetings, or deeper reviews shall be conducted as required.

H. Duration

- The duration of the project is 4.5 years or till the completion of the project.

I. Deliverables:

S. No.	Deliverable Title	Description	Timeline / Frequency	No. of Reports
1	Inception Report	Detailed work plan, team mobilization schedule, compliance and validation methodology, reporting formats, communication protocols, and key milestones.	Within 30 days of the contract signing	1
2	Compliance and Validation Framework	Customized validation matrix covering design, construction, procurement, medical equipment, and IT systems.	Within 60 days of the contract signing	1
3	Reporting format	Develop formats for all types of reports with the consensus of all the stakeholders.	Within 60 days of the contract signing	1
4	Risk Registry	Risk identification and mitigation plan.	Within 60 days of the contract signing and updated biannually	10
5	Design Documents Review and Value for money Reports	Validation of architectural, structural, and MEP design documents ensuring compliance and value for money.	As per design submission milestones	4
6	Procurement & Contract compliance Reports	Independent review of bidding documents, contract compliance, payment and procurement processes as per the contracts.	At each key procurement milestone	4
7	Summary Report	Validate monthly reports submitted by the consultants and contractors and give independent feedback in a summary shape.	Every month	60
8	Quarterly Validation Reports	Independent reports summarizing progress, design, construction, compliance, procurement, payments validation and emerging risks, and provide high-level recommendations for course correction.	Every quarter	20
9	Medical and non-medical equipment	Validation of the medical plan prepared by the consultant.	As and when required	4

	Review Reports	Validation of procurement plan and processes to ensure transparency and VFM. Validation of FF&E, medical and non-medical equipment inspection installation, testing and commissioning reports.		
10	Information and Communication technologies and system review reports	Validation of the JMC&RC digital and technology Masterplan. Review of technology procurement plan and processes to ensure transparency and VFM. Review of technology equipment, inspection installation, testing and commissioning reports.	As and when required.	4
11	Construction Quality Spot-Check Reports	Brief reports following site visits (as authorized), highlighting construction quality issues, health/safety risks, or deviations.	As needed / upon request	16
12	Operational Readiness Validation Report	Evaluation of governance, staffing, facility readiness, SOPs, and institutional preparedness for operational launch.	Pre-commissioning phase	1
13	Advisory Notes / Early Warning Reports	Special advisory notes or urgent alerts issued in case of critical non-compliance or risk requiring immediate attention.	As needed	16
14	Testing and commissioning report	Validate and submit testing and commissioning report.	At testing and commissioning stage	1
15	Project Validation Report	Consolidated end-of-project report confirming validation of all components; lessons learned, sustainability, and compliance confirmation.	At project completion	1
16	Dispute Resolution Report	In case of any conflict or dispute among the stakeholders the TPV consultant shall give their independent view and suggest measures to resolve.	As and when required	4
17	Miscellaneous	As per client and project requirement	As and when required	4

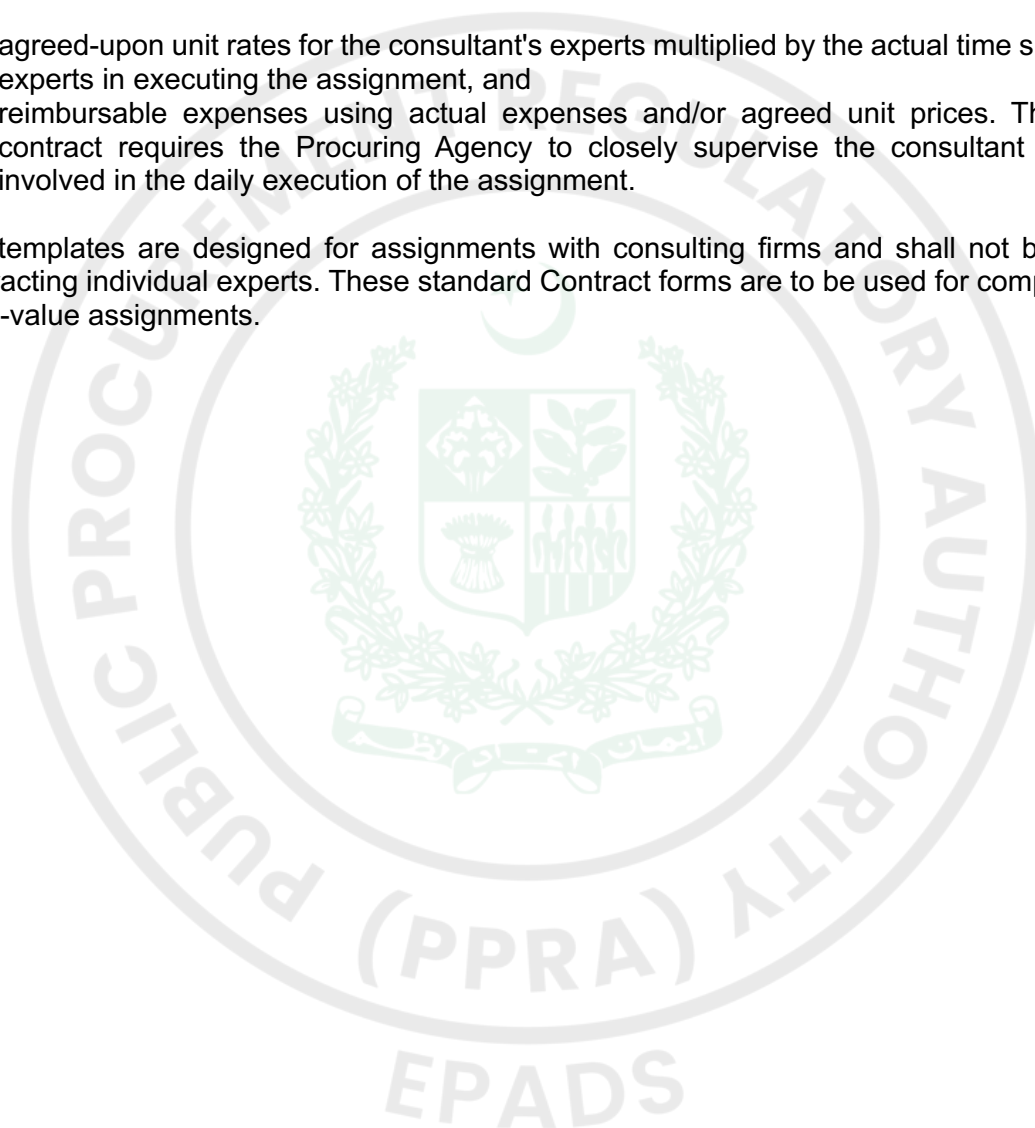
For each deliverable, clearly specify the input required from international and national key experts with their titles, estimated time needed. Also mention essential number of site visits where required.

EPADS

PART II

Section VII. Conditions of Contract and Contract Forms

1. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts, the consultant provides service timed according to quality specifications. The consultant's remuneration is determined based on the time actually spent by the consultant in carrying out the Services, and is based on
 - a. agreed-upon unit rates for the consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and
 - b. reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the consultant and to be involved in the daily execution of the assignment.
2. The templates are designed for assignments with consulting firms and shall not be used for contracting individual experts. These standard Contract forms are to be used for complex and/or large-value assignments.



1. - Standard Form of Contract

A. Contract for Consultant's Services

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

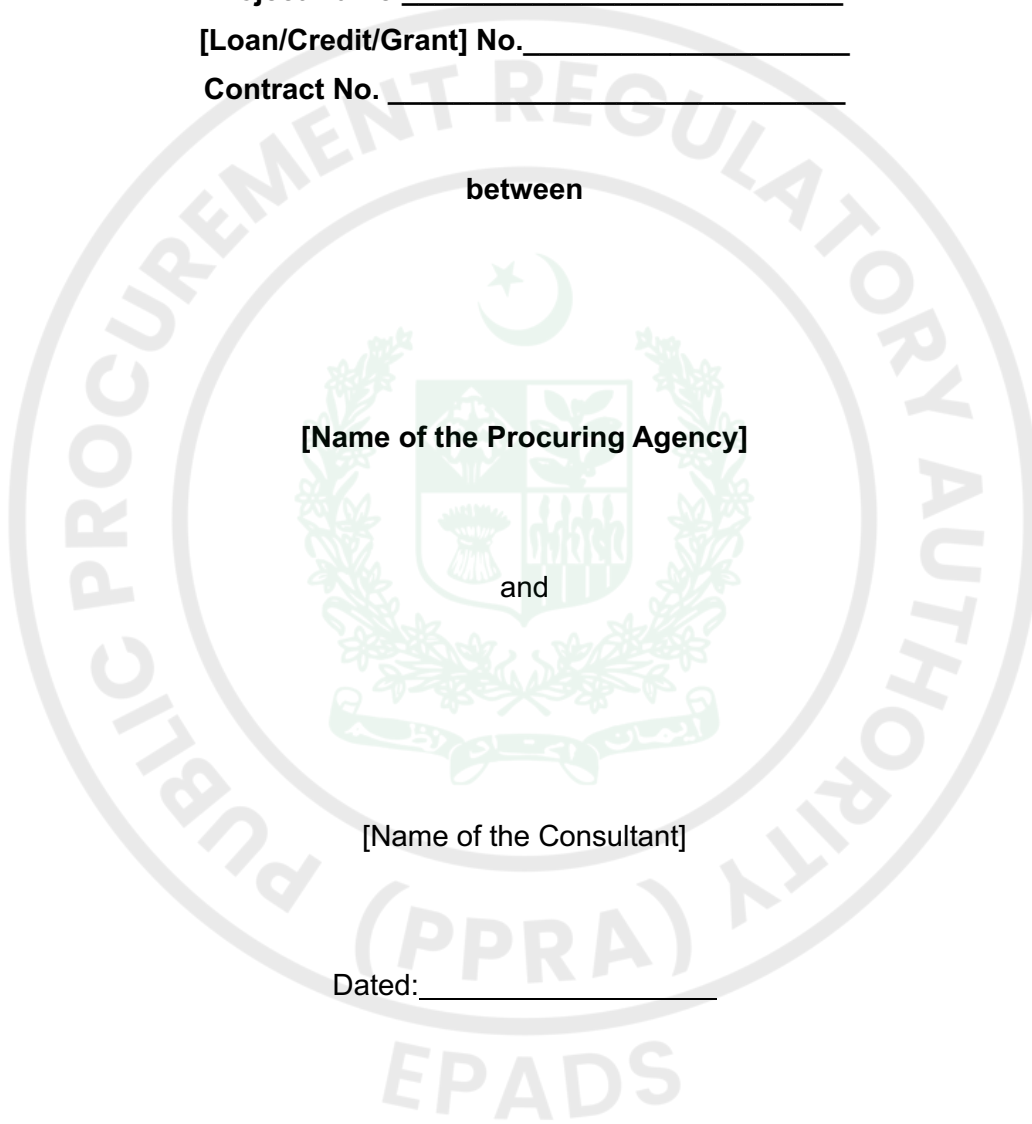
between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____



B. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

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

NOW, THEREFORE, the parties hereto hereby agree as follows:

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
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this contract shall include, where the context permits, a reference to its Appendices.

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

- a. the consultant shall carry out the Services in accordance with the provisions of the contract and
- b. the Procuring Agency shall make payments to the consultant in accordance with the provisions of the contract.

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

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

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

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

[Authorized Representative of the Consultant – Name and signature]

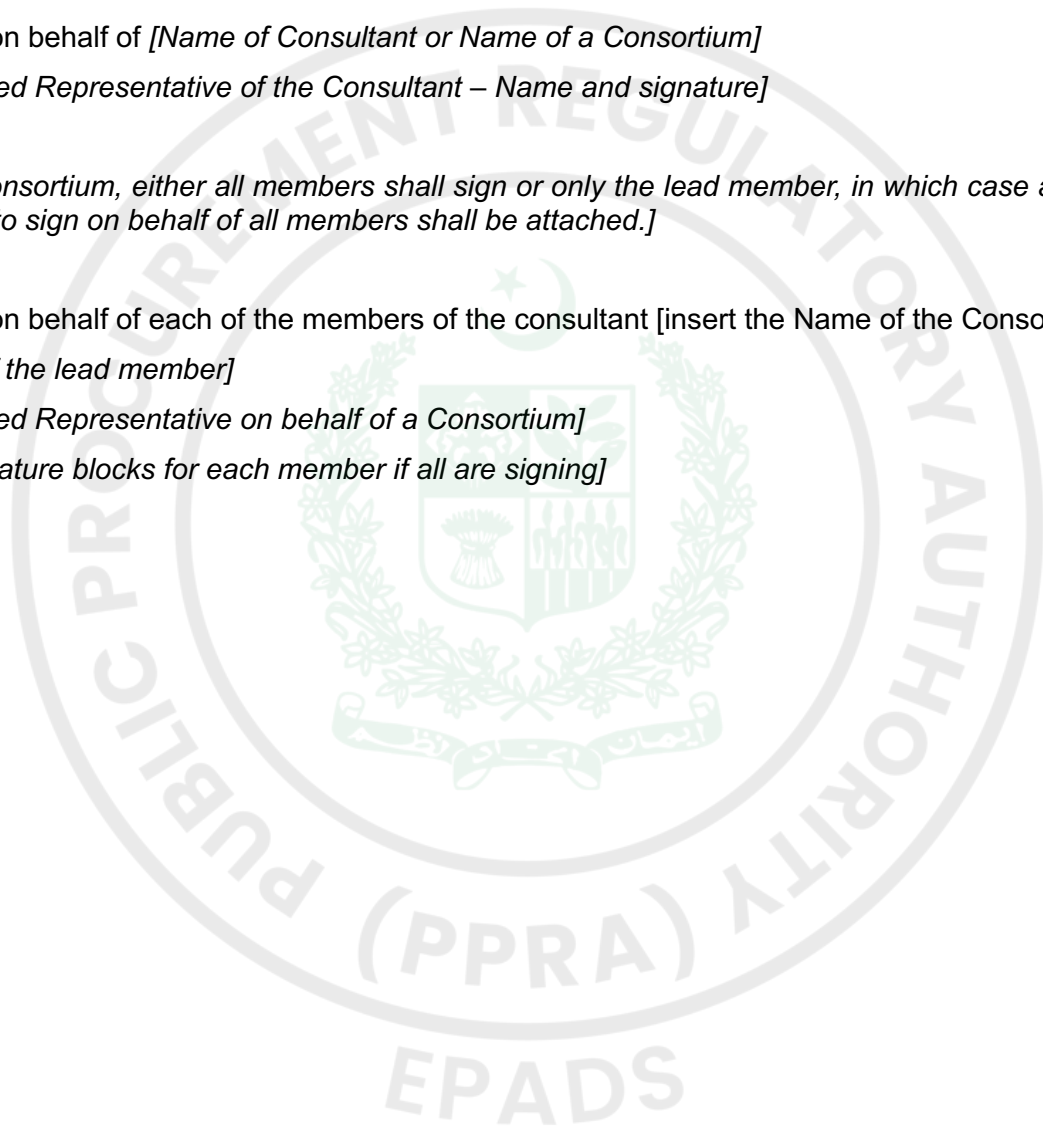
[For a Consortium, either all members shall sign or only the lead member, in which case a power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the consultant *[insert the Name of the Consortium]*

[Name of the lead member]

[Authorized Representative on behalf of a Consortium]

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



2. General Conditions of the Contract

A. General Provisions

1 Definitions	<p>1.1 Unless the context otherwise requires, the following terms, whenever used in this contract, have the following meanings:</p> <ul style="list-style-type: none">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 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 organization who undertakes 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 this contract comes into force and effect under Clause GCC 11.l. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or CONSORTIUM 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 Rupee.n. “GCC” means these General Conditions of Contract.o. “Government” means the Government of Pakistan.p. “Joint Venture /Consortium” means an association with or without a legal personality distinct from that of its members of more than one entity (but not more than three entities) where one member has the Authority to conduct all businesses for and on behalf of any the members of the Joint Venture/Consortium, and where the members
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	<p>of the Joint Venture/Consortium are jointly and severally liable to the Procuring Agency for the performance of the contract.</p> <p>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.</p> <p>r. “Local Currency” means the currency of Pakistan.</p> <p>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.</p> <p>t. “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>u. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>v. “Services” means any object of procurement other than goods or works, the work to be performed by the consultant under this contract, as described in Appendix A hereto.</p> <p>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.</p> <p>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.</p> <p>y. “Third Party” means any person or entity other than the Government, the Procuring Agency, the Consultant, or a Sub-consultant.</p>
<p>2 Relationship between the Parties</p>	<p>2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or principal and agent 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.</p>
<p>3 Law Governing Contract</p>	<p>3.1 Unless otherwise specified in SCC, the contract shall be governed and interpreted in accordance with the laws of Pakistan.</p>
<p>4 Language</p>	<p>4.1 The contract and all correspondence and documents relating to the contract exchanged between the consultant and the Procuring Agency shall be written in English 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.</p>
<p>5 Headings</p>	<p>5.1 The headings shall not limit, alter, or affect the meaning of this contract.</p>

6 Communications	<p>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.</p> <p>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.</p>
7 Location	<p>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 and allow.</p>
8 Authority of Member in Charge	<p>8.1 In case the consultant is a Consortium, 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 receipt of instructions and payments from the Procuring Agency.</p>
9 Authorized Representative	<p>9.1 The officials specified in the SCC may take or execute 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.</p>
10 Fraud and Corruption	<p>10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of government-funded projects) and Applicants/Bidders/Suppliers/Contractors under Government contracts observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>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.</p> <p>10.3 Any communications between the Bidder and the Procuring Agency related to alleged corrupt and fraudulent practices must be in writing or in electronic forms that record the content of the communication.</p> <p>10.4 The Procuring Agency will reject the proposal if it is established that the Bidder engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>10.5 Procuring agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions of PP Rule 19 and the predefined standard mechanism.</p>

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

<p>11 Effectiveness of Contract</p>	<p>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.</p>
<p>12 Termination of Contract for Failure to Become Effective</p>	<p>12.1 If the contract has not become effective within such period after the date of the Contract signature as specified in the SCC. In that case, 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.</p>
<p>13 Commencement of Services</p>	<p>13.1 The consultant shall confirm the 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.</p>
<p>14 Expiration of Contract</p>	<p>14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this contract shall expire at the end of such period after the Effective Date as specified in the SCC.</p>
<p>15 Entire Agreement</p>	<p>15.1 This contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either party has the 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.</p>
<p>16 Modifications or Variations</p>	<p>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.</p> <p>16.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p>
<p>17 Force Majeure</p>	<p>Definition</p> <p>17.1 For the purposes of this contract, "Force Majeure" means an event that 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.</p> <p>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 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.</p>

	<p>17.3 Force Majeure shall not include insufficient funds or failure to make any payment required hereunder. Force Majeure events shall be governed by PPR 2004 Rule 33.</p>
	<p>No Breach of Contract</p> <p>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 to carry out the terms and conditions of this contract.</p>
	<p>Measures to be Taken</p> <p>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 and shall be bound to take all mitigation measures.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> a. demobilize, in which case the consultant shall be reimbursed for additional costs they reasonably and reasonably incurred, and, if required by the Procuring Agency, in resumption of 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. <p>17.9 If the Parties disagree on the existence or extent of force majeure, the matter shall be settled according to Clauses GCC 49& 50.</p>
18 Suspension	<p>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.</p>

<p>19 Termination</p>	<p>19.1 This Contract may be terminated by either party as per provisions set up below:</p>
	<p>By the Procuring Agency</p> <p>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 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):</p> <ol style="list-style-type: none"> a. If the Consultant fails to remedy a failure in the performance of its contractual obligations hereunder, as specified in a notice of suspension under 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 enters 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, bankruptcy, insolvency, 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 at its or Employer's convenience and for any reason whatsoever, decides to terminate this contract; f. If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13. <p>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.</p>
	<p>By the Consultant</p> <p>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</p> <p>If the Employer of the Project fails to pay any certified and verified bill found to be paid and due to the consultant pursuant to this contract within the time specified under the terms of the Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) consecutive calendar days after receiving written notice from the consultant that such payment is overdue.</p>

	<p>a. If, as the result of Force Majeure, the consultant cannot perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>b. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.</p> <p>c. 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.</p>
	<p style="text-align: center;">Cessation of Rights and Obligations</p> <p>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.</p>
	<p style="text-align: center;">Cessation of Services</p> <p>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.</p>
	<p style="text-align: center;">Payment upon Termination</p> <p>19.1.6 Upon termination of this contract, the Procuring Agency shall make only the following payments to the consultant:</p> <p>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;</p> <p>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.</p>

C. Obligations of the Consultant

20 General	<p>Standard of Performance</p> <p>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</p>
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	<p>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.</p> <p>20.2 The Consultant shall employ and provide qualified and experienced Experts and Sub-consultants as required to carry out the Services.</p> <p>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and sub-consultants as the Procuring Agency may approve in writing and not otherwise.</p>
	<p>Law Applicable to Services</p> <p>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.</p>
21 Conflict of Interests	<p>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.</p>
	<p>Consultant Not to Benefit from Commissions, Discounts, etc.</p> <p>21.1.1 The payment of the consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the consultant's only payment in connection with this contract and, subject to Clause GCC 21.1.3, the consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>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.</p>
	<p>Consultant and Affiliates Not to Engage in Certain Activities</p> <p>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.</p>
	<p>Prohibition of Conflicting Activities</p> <p>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</p>

	business or professional activities that would conflict with the activities assigned to them under this contract.
	<p>Strict Duty to Disclose Conflicting Activities</p> <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants have an obligation to make complete and honest disclosure regarding any situation of actual or potential conflict that can and may impact 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.</p>
22 Confidentiality	22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23 Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC , the consultant's liability under this contract shall be as determined under the Applicable Law.
24 Insurance to be borne by the Consultant	24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) at own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25 Accounting, Inspection, and Auditing	<p>25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect to the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel to permit the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The consultant's and its Subcontractors' and sub-consultants attention is drawn to Sub-Clause 10.1 (Fraud and Corruption), which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.</p>

<p>26 Reporting Obligations</p>	<p>26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers, and within the time periods set forth in the said Appendix.</p>
<p>27 Proprietary Rights of the Procuring Agency in Reports and Records</p>	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records, or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The consultant may retain a copy of such documents, data, and/or software but shall not use the same for purposes unrelated to this contract without prior written approval from the Procuring Agency.</p> <p>27.2 If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents, and software, the consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28 Equipment, Vehicles, and Materials</p>	<p>28.1 Equipment, vehicles, and materials made available to the consultant by the Procuring Agency or purchased by the consultant wholly or partly with funds provided by the Procuring Agency shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this contract, the consultant shall make available an inventory of such equipment, vehicles, and materials to the Procuring Agency and dispose of such equipment, vehicles, and materials per the Procuring Agency's instructions. While in possession of such equipment, vehicles, and materials, the consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
<p>29 Code of Conduct</p>	<p>29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Procuring Agency.</p>

D. Consultant's Experts and Sub-Consultants

<p>30 Description of Key Experts</p>	<p>30.1 The title, agreed job description, minimum qualification, and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> <p>30.2 If required to comply with the provisions of Clause 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the consultant by written notice</p>
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	<p>to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in Clause GCC 42.2.</p> <p>30.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the consultant. In case where payments under this contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.</p>
<p>31 Replacement of Key Experts</p>	<p>31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the consultant's written request and due to circumstances outside the reasonable control of the consultant, including but not limited to death or medical incapacity. In such case, the consultant shall forthwith provide, as a replacement, a person of equivalent or better qualifications and experience and at the same rate of remuneration.</p>
<p>32 Approval of Additional Key Experts</p>	<p>32.1 If, during the execution of the contract, additional Key Experts are required in writing by the Procuring Agency 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.</p> <p>32.2 The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p>
<p>33 Removal of Experts or Sub-consultants</p>	<p>33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the consultant shall, at the Procuring Agency's written request, provide a replacement. For any criminal and fraudulent conduct of Consultant expert the individual will be responsible as per law and any loss sustained by the Procuring Agency due to such conduct of the Expert will be made good by the Consultant to the Procuring Agency.</p> <p>33.2 In the event that any of the Key Experts, Non-Key Experts, or Sub-consultants is found by the Procuring Agency to be incompetent or incapable of discharging assigned duties, the Procuring Agency, specifying the grounds, therefore, may notify and request the consultant to provide a replacement.</p> <p>33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.</p>

<p>34 Replacement/ Removal of Experts – Impact on Payments</p>	<p>34.1 Except as the Procuring Agency may otherwise agree, (i) the consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<p>35 Working Hours, Overtime, Leave, etc.</p>	<p>35.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency’s country, experts carrying out Services inside the Procuring Agency’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency’s country as is specified in Appendix B.</p> <p>35.2 The Experts shall not be entitled to be paid by the Procuring Agency for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the consultant's remuneration shall be deemed to cover these items.</p> <p>35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

E. Obligations of the Procuring Agency

<p>36 Assistance and Exemptions</p>	<p>36.1 Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:</p> <ol style="list-style-type: none"> a. Assist the Consultant with obtaining work permits and other documents that shall be necessary to enable the consultant to perform the Services. b. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, approvals, and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the contract. c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. d. Issue to officials, agents, and representatives of the government all such instructions and information as necessary or appropriate for the prompt and effective implementation of the Services. e. Assist the Consultant and the Experts and any Sub-consultants employed by the consultant for the Services with obtaining an exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country. f. Assist the Consultant, any Sub-consultants, and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the
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	<p>purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>g. Provide the consultant with any other assistance as may be specified in the SCC.</p>
37 Access to Project Site	37.1 The Procuring Agency warrants that the consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site, or any property thereon resulting from such access and will indemnify the consultant and each of the experts in respect of liability for any such damage unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
38 Change in the Applicable Law Related to Taxes and Duties	38.1 If, after the date of this contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the consultant under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39 Services, Facilities, and Property of the Procuring Agency	<p>39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities, and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>39.2 In case such services, facilities and property shall not be made available to the consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the consultant for the performance of the Services, (ii) the manner in which the consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the consultant as a result thereof pursuant to Clause GCC 42.3.</p>
40 Counterpart Personnel	<p>40.1 The Procuring Agency shall make such professional and support counterpart personnel available to the consultant free of charge, to be nominated by the Procuring Agency with the consultant's advice, if specified in Appendix A.</p> <p>40.2 If counterpart personnel is not provided by the Procuring Agency to the consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, actually incurred to be made by the Procuring Agency to the consultant as a result thereof pursuant to Clause GCC 42.3.</p> <p>40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the</p>

	Procuring Agency shall not unreasonably refuse to act upon such request.
41 Payment Obligation	41.1 In consideration of the Services performed by the consultant under this contract, the Procuring Agency shall make such payments to the consultant and in such manner as is provided in the Contract Agreement duly signed between the Procuring Agency/ Employer of the Project and the successful Consultant.

F. Payments to the Consultant

42 Ceiling Amount	<p>42.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable Expenses).</p> <p>42.2 Payments under this contract shall not exceed in any case the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the contract shall be signed by the Parties referring to the provision of this contract that evokes such amendment.</p>
43 Remuneration and Reimbursable Expenses	<p>43.1 The Procuring Agency shall pay to the consultant (i) agreed remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the consultant as per incurred proof in the performance of the Services.</p> <p>43.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>43.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the contract.</p> <p>43.4 The remuneration rates shall cover: (i) such salaries and allowances as the consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the consultant's profit, and (iv) any other items as specified in the SCC.</p> <p>43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.</p>
44 Taxes and Duties	<p>44.1 The Consultant, Sub-consultants, and Experts are responsible to for meet and discharge any and all tax liabilities arising out of the contract unless it is stated otherwise in the SCC.</p> <p>44.2 As an exception to the above and as stated in the SCC, all locally identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the consultant or are paid by the Procuring Agency on behalf of the consultant as per applicable law.</p>

<p>45 Currency of Payment</p>	<p>45.1 Any payment under this contract shall be made in the currency(ies) specified in the SCC.</p>
<p>46 Mode of Billing and Payment</p>	<p>46.1 1 Billings and payments in respect of the Services shall be made as follows:</p> <ol style="list-style-type: none"> a. <u>Advance payment.</u> Within _____ of days after the Effective Date and subsequent to furnishing of Performance Security by the Consultant (as prescribed under the Contract), the Procuring Agency shall make an advance payment to the consultant as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee from any Scheduled Bank in Pakistan acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, recovered periodically from Consultants Invoices and (ii) is to be in the form set forth in Appendix E or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off. b. <u>The Itemized Invoices.</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or after the end of each time interval otherwise indicated in the SCC, the consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately. c. The Procuring Agency shall pay the consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such a portion of an invoice that is not satisfactorily supported may be deducted from the invoice. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the consultant, the Procuring Agency may add or subtract the difference from any subsequent invoices. d. <u>The Final Payment.</u> The final payment under this Clause will be made only after the final report, and a final invoice, identified as such, shall have been submitted by the consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency, and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the consultant specifying in detail deficiencies in the Services, the final report or final invoice. The consultant shall thereupon promptly make any necessary corrections, and thereafter,

	<p>the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause of the amounts payable in accordance with the provisions of this contract shall be reimbursed by the consultant to the Procuring Agency within thirty (30) days after receipt by the consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.</p> <p>e. All payments under this contract shall be made to the consultant's accounts specified in the SCC.</p> <p>f. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the consultant of any obligations hereunder.</p>
47 Interest on Delayed Payments	47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC .

G. Fairness and Good Faith

48 Good Faith	48.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.
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H. Settlement of Disputes

49 Amicable Settlement	<p>49.1 Any dispute of any kind whatsoever shall arise between the Procuring Agency / Employer and the Consultant (Service Provider) in connection with or arising out of the contract, including and without prejudice to the generality of the foregoing, including any question regarding its existence, validity or termination, or the execution of the project whether during developing Stage 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 at the first instance by mutual amicable negotiations. If the parties fail to resolve such a dispute or difference even after amicable negotiations, then the dispute shall be referred within fourteen (14) days in writing by either party to the Sole arbitrator to be appointed by mutual consent of the parties. In case parties fail to mutually to appoint the Sole Arbitrator then the Sole Arbitrator will be appointed by court in accordance with the provisions contained in Arbitration Act 1940 or its statutory modification. The venue of Arbitration will be Islamabad, Pakistan.</p> <p>49.2 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 unless contract otherwise permitted or contract is terminated by either party strictly in terms of expressed provisions of the Contract agreement.</p>
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3. 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 Laws of the Islamic Republic of Pakistan
4.1	The language is: English
6.1 and 6.2	The address of Procuring Agency: Attention: Project Director PCU, JMC&RC, MoNHSR&C Kohsar Block , Pak Secretariat, Islamabad, Pakistan
9.1	The Authorized Representatives are: For the Procuring Agency: The Project Director PCU JMC&RC, MoNHSR&C, Islamabad Pakistan
11.1	"N/A"
12.1	Termination of Contract for Failure to Become Effective: 60 Days .
13.1	Commencement of Services: The number of days shall be 30 days after award of Work . 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.
14.1	Expiration of Contract: The time period shall be 30 months . However, the client will evaluate performance of the consultant each year and may terminate the agreement in case of non-satisfactory performance The contract may be extended beyond 30-month period on need basis with an increase of 10% in the associated costs per annum.
21 b.	The Procuring Agency reserves the right to determine on a case- to case basis whether the consultant should be disqualified from providing goods, works, or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
23.1	The Conduct and Practice of Consulting Engineers Bye-laws, 1986, updated from time to time by PEC, will be followed.
24.1	N/A
27.1	N/A
27.2	Neither party shall use these documents and software for purposes unrelated to this contract without the prior written approval of the other party.

<p>29. Code of Conduct</p>	<p>The consultant is "required" to have a Code of Conduct for Experts as per the guidelines of the Pakistan Engineering Council.</p>
<p>31 Replacement of Key Experts</p>	<p>Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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 –</p> <ul style="list-style-type: none"> • notify the Procuring Agency within twenty-four hours reasons for the proposed change; • if necessary, provide temporary coverage with appropriately qualified personnel until such time Key Expert is replaced/substituted; • submit formal replacement documentation within seven days of a person of equivalent or better qualifications and experience and at the same rate of remuneration; and • obtain approval of the Procuring Agency for replacing person. <p>Any replacement or removal of Key Experts under GCC Clause 33 shall not –</p> <ul style="list-style-type: none"> • excuse the Consultant from full performance of its Services; • result in additional cost to the Procuring Agency; • cause delays; and • compromise the quality or standard of the Services.
<p>33. Removal of Experts or Sub-consultants</p>	<p>If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct, misrepresented professional credentials and experience, 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. For any criminal and fraudulent conduct of consultant expert the individual will be responsible as per law and any loss sustained by the Procuring Agency due to such conduct of the Expert will be made good by the Consultant to the Procuring Agency.</p> <p>In the event that any of the Key Experts, Non-Key Experts, or Sub-consultants is found by the Procuring Agency to be incompetent or incapable of discharging assigned duties, the Procuring Agency, specifying the grounds, therefore, may notify and request the consultant to provide a replacement.</p> <p>Subject to prior approval of the Procuring Agency, any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.</p>
<p>36.1 (a) through (f)</p>	<p>The consultant will provide complete technical support for getting approvals from concerned authorities/ departments, etc., as and when required for the project.</p>

42.2	The Foreign Consultants will continue to get their fixed dollar amount in PKR as agreed in the contract agreement irrespective of any change in conversion rate.
43.3	NA
49.1 and 44.2	All applicable taxes shall be borne by the Consultants till the date of submission of proposal. Any increase in taxes or levy of new or added tax or levy or changes in law, subsequent to contract signing between Consultant and Procuring Agency, affecting the payable amount shall be reimbursed by the Procuring Agency to the Consultant.
45.1	Even if the Proposal of the Consultant is accepted in two currencies as specified, the currency of payment shall be in Pak. Rupees and payment will be made by the Procuring Agency to the Consultant as per specified rate of US Dollar (foreign currency) converting the same into Pak rupees. Consultant will be free to repatriate its income from the project as per applicable foreign exchange regulations and regulations of State Bank of Pakistan or any other relevant institution of the Government of Pakistan.
46.1(a)	(Not Applicable)
46.1(b)	Within 15 days after each calendar month.
46.1(e)	The accounts are: For local currency: <i>[insert account number]</i> .
47.1	The interest rate on delayed payment will is KIBOR + 2%
	<p>Dispute Resolution</p> <p>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 Stage 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>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>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 provisions contained in 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>The cost of the mediation and arbitration shall be shared by the parties in equal proportion however 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</p>

conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

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

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.

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 and their successors.



Appendix A. Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the contract negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts. Engineers in Key Experts must have a valid Engineering license issued by License Regulatory Agency, Organization or Authority]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Procuring Agency's country; entitlement, if any, to leave pay; public holidays in the Procuring Agency's country that may affect the consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular, one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]



Appendix B. Remuneration Cost Estimates

1. Monthly rates for the Experts:

Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none have been made.]

3. *[When the Consultant has been selected under the Quality-Based Selection method, or the Procuring Agency has requested the consultant to clarify the breakdown of very high remuneration rates at the contract's negotiations, also add the following:*

4.

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared based on Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the consultant to the Procuring Agency prior to the contract's negotiations.

Should these representations be found by the Procuring Agency (either through inspections or audits under Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case the Procuring Agency has already paid remuneration before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this contract."

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay the Experts listed, who will be involved in performing the Services, the basic fees, and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]*)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as a percentage of 1

2 Expressed as a percentage of 4

* If more than one currency, add a table

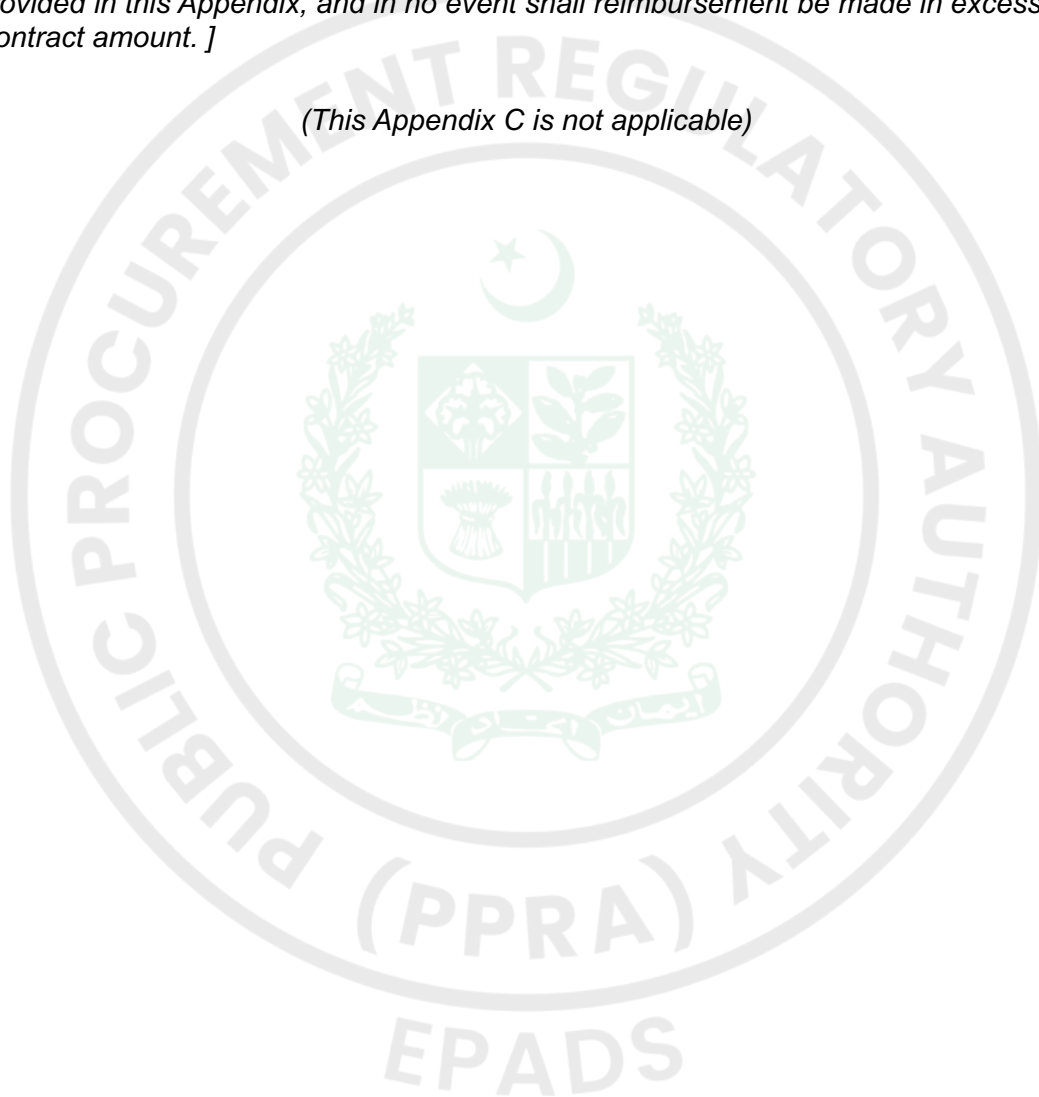
Signature Date

Name and Title:

Appendix C. Reimbursable Expenses Cost Estimates

1. *Not Applicable*
2. *[Insert the table with the reimbursable expense rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none have been made.*
3. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

(This Appendix C is not applicable)



Appendix D. Form of Advance Payments Guarantee

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Procuring Agency]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of the consultant or a name of the Consortium, same as appears on the signed contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, an advance payment in the sum of _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ Upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the consultant is in breach of their obligation under the contract because the consultant:

- a. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the consultant has failed to repay;
- b. has used the advance payment for purposes other than providing the Services under the contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the consultant on their account number _____ at _____ [name and address of bank].

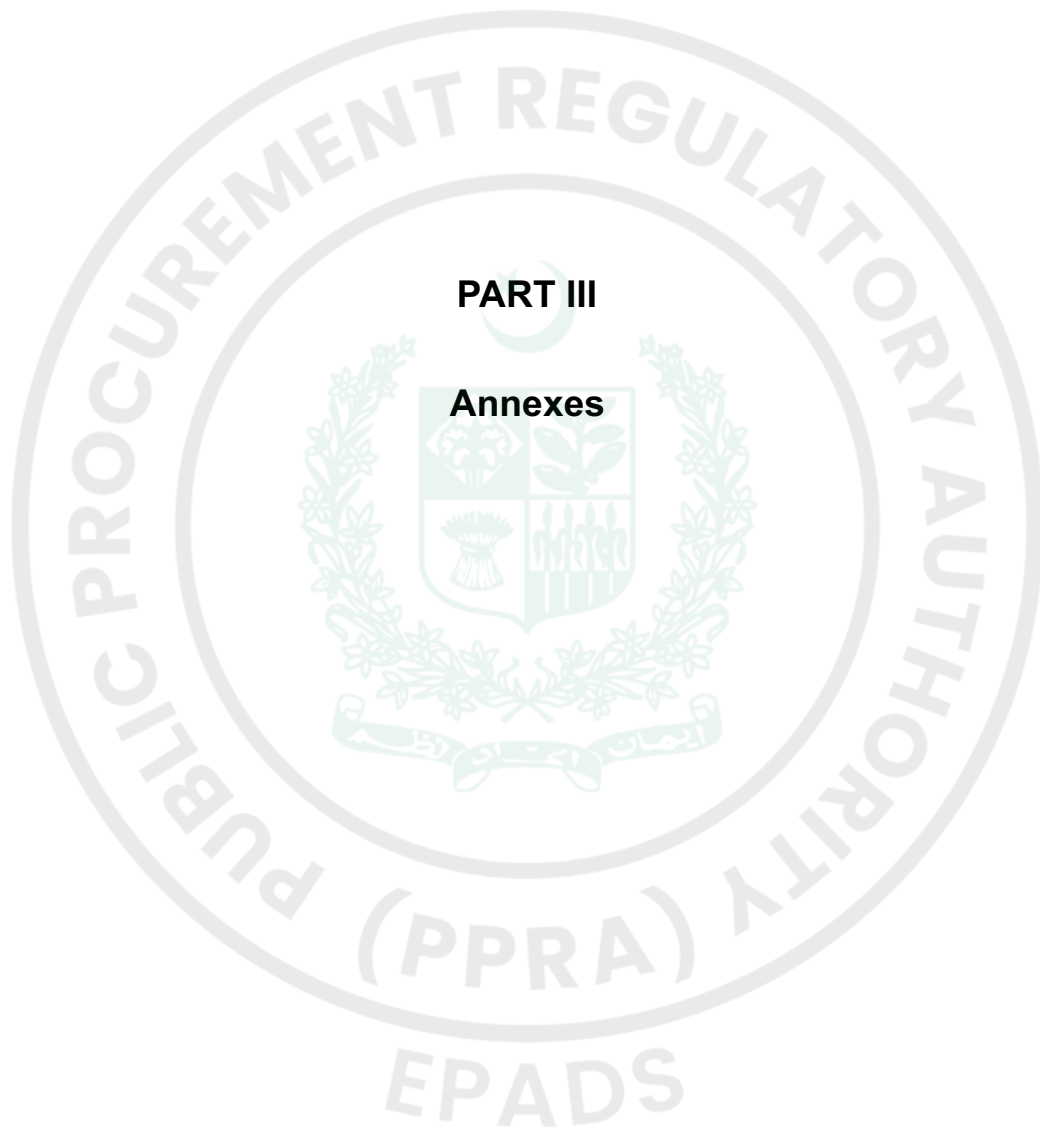
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency, which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the consultant has made full repayment of the amount of the advance payment or on the ___ day of [month] _____, [year] _____ Whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}





PART III

Annexes

Annex A. TECHNICAL EVALUATION CRITERIA

In order to be technically qualified, the Bidder must:

- (a) Have satisfied the Basic Eligibility Criteria;
- (b) Achieve an overall score of not less than seventy (70) mark; and
- (c) Score at least fifty percent (50%) in each of the categories listed below, i.e., Financial Capability and Design Supervision Capability.

The Financial Proposals shall only be opened of the Bidders who have technically qualified. The Technical Proposal shall be evaluated on the basis of the criteria given below:

Relevant Experience (Hospital & Healthcare Projects)	35
HR / Technical Capacity	30
Methodology & Validation Approach	25
Financial Strength	10
Total	100

Experience – [Marks 35]

S#	Criteria	Sub-weight	Marks
	International Lead	%	25
1	Design review, project management and construction supervision of Two large scale smart, tertiary care hospital project, 1000 beds or more completed during last 10 years	20	5
2	Design review, project management and construction supervision of one on-going large-scale tertiary care hospital project, 500 beds or more.	20	5
3	Third Party Validation (TPV), Independent Verification, or Due Diligence for hospital or healthcare infrastructure projects, covering civil, MEP, HVAC, medical systems, and IT systems, minimum 2 projects completed in past 10 years.	30	7.5
4	Design and construction supervision of at least one JCI accredited and LEED or equivalent certified hospital	20	5
5	Compliance with ISO 9001 (Quality Management), ISO 14001 (Environmental Management), and ISO 45001 (Occupational Health & Safety)	10	2.5
	Local Experience (s)	%	10
6	Design, medical planning and construction supervision of two or more (300 beds) tertiary care hospitals completed in last 10 years.	20	2
7	Design, medical planning and construction supervision for one or more ongoing hospital projects with 200 beds or more.	20	2

8	Financial due diligence, risk and VfM assessment of construction projects. Minimum one project in last 5 years	15	2
9	Conducting procurement audits for public sector or donor-funded projects. One project in last 5 years	15	1
10	Conducting legal and regulatory compliance reviews, third-party validation, or independent legal due diligence for infrastructure or healthcare projects. Minimum one project in last 5 years	20	2
11	Compliance with ISO 9001 (Quality Management), ISO 14001 (Environmental Management), and ISO 45001 (Occupational Health & Safety)	10	1
Total			35

HR Competence - [30 Marks]

Table below outlines the evaluation criteria for assessing the human resource/competence. The table specifies key positions and corresponding marks.

Technical Validation Lead – 05 Marks			
Minimum qualification of master's in civil engineering/construction management or equivalent. At least twenty (20) years overall experience, out of which fifteen (15) years relevant experience in healthcare projects.			
Qualification = 2 Marks	Marks (n)	Experience (Years) = 3 Marks	Marks (n)
Doctorate Degree (Ph. D)	02	20 and above	03
Master's Degree	01	15 – 19	02
Bachelor's Degree or less	00	<15	00

Structural Engineer – 03 Marks			
Must hold a master's degree in Structural engineering and a bachelor's in civil engineering, registered in PEC as a Professional Engineer with at least twenty (20) years overall experience, out of which fifteen (15) years relevant experience in healthcare projects.			
Qualification = 01 Marks	Marks (n)	Experience (Years) = 02 Marks	Marks (n)
Master's Degree	01	20 and above	02
Bachelor's Degree or less	0	15 – 19	01
-		<15	00
Contract Specialist – 03 Marks			
Must hold master's in construction law, contract management or commercial management and bachelor's degree in civil engineering, having international accreditations/membership in contract management from RICS/CIARB/FIDIC/CCM etc or equivalent, registered in PEC with at-least twenty (20) years overall experience.			
Qualification = 01 Marks	Marks (n)	Experience (Yrs) = 02 Marks	Marks
Master's Degree	01	20 and above	02
Bachelor's Degree or less	00	15 – 19	01
		<15	00

MEP Engineer – 03 Max Marks			
Must hold Bachelor of Civil Engineering, registered in PEC with at-least twenty-five (15) years overall experience including fifteen (8) years of relevant experience in healthcare projects.			
Qualification = 01 Marks	Marks	Experience (Yrs) = 02 Marks	Marks
Bachelor's Degree	01	15 and above	01
< Bachelor's Degree	00	10 – 14	0.5
		< 10	00
Planning Engineer – 03 Max Marks			
Must hold Bachelor of Civil Engineering, having professional certification of Primavera P6, registered in PEC with at-least fifteen (15) years overall experience including last eight (8) years relevant experience			
Qualification = 1 Marks	Marks	Experience (Yrs) = 1 Marks	Marks
Bachelor's Degree	1	15 and above	01
< Bachelor's Degree	0	10 – 14	0.5
		< 10	00
Medical Planner – 03 Marks			
Must hold Bachelor of Architecture (B.Arch)/Master of Architecture (M.Arch)/Master's in Healthcare Architecture/Master's in Healthcare Planning. At least 10 years of experience Lead clinical planning, adjacencies, RDS/RLDs, and code compliance of healthcare design.			
Qualification = 1 Marks	Marks	Experience (Yrs) = 1 Marks	Marks
Master's Degree	1	20 and above	1
Bachelor's Degree or less	0	20 and above	0
Biomedical Engineer – 02 Marks			
Must hold a Bachelors in Biomedical Engineering with at least 15 years of experience in planning, procuring, and validating medical equipment			
Qualification = 02 Marks	Marks	Experience (Yrs) = 02 Marks	Marks
Master of Biomedical Engineering	02	15 and above	02
Bachelor of Biomedical Engineering	01	10 – 14	01
< Bachelor of Biomedical Engineering	00	< 10	00
Legal Counsel (Construction) – 03 Marks			
Must hold LLB degree (LLM preferred) and enrolled as at Bar Council as Advocate; Advocate High Court after required practice; and Supreme Court enrollment if needed. At least 20 years of experience in Advice on contracting, claims, regulatory interfaces, and dispute resolution through design–build–operate.			
Qualification = 2 Marks	Marks	Experience (Yrs) = 3 Marks	Marks
LL.M. (Master of Laws)	02	20 and above	03
LL.B. (Bachelor of Laws)	01	15 – 19	02
< LLB	00	< 15	00
Financial Analyst – 03 Marks			
Holds Bachelor's/Master's degree in Accounting / Finance; Chartered Accountant (CA), ACCA / CPA. Minimum Experience of 20 years in construction projects validation and audits, Cost-to-complete analysis, Inflation and escalation impact analysis.			

Qualification = 02 Marks	Marks	Experience (Yrs) = 03 Marks	Marks
Chartered Accountant (CA)		20 and above	03
ACCA / CPA / Master's in accounting/Finance		15 – 19	02
Bachelor's in Accounting/Finance		10 – 14	01
< Bachelor's		< 10	00
Environmental Health and Safety Compliance Specialist – 02 Marks			
Must hold BS/MS Environmental Eng/Science. At least 10 years' experience in construction E&S safeguard and EHS compliance per Pakistani law.			
Qualification = 1 Marks	Marks	Experience (Yrs) = 1 Marks	Marks
Master's Degree	1	10 and above	1
Bachelor's Degree	0.5	05 - 09	0.5
Bachelor's Degree or less	0	< 05	0

CVs in the manner and form provided in RFP (*Format of Curriculum Vitae (CV) for Proposed Key Staff*) would be provided for these experts, who should either be employees of the Bidder/any Consortium Member or be associated with them through binding contracts.

Methodology - [25 Marks]

The Bidder shall provide a clear and comprehensive Work Methodology outlining the proposed approach, execution strategy, and understanding of the Project. The evaluation of the proposed methodology and approach focuses on the bidder's ability to address the project scope. Details are provided as follows.

S. No	Criteria	Description	Marks
1	Understanding of scope of work	Provide your understanding of your scope of work	03
2	Validation plan	Provide detailed work plan, staffing plan, project organization chart, reporting format, communication plan, etc.	03
3	Validation of design	What will be your methodology to validate design? Covering structure, architecture, MEP.?	03
4	Validation of medical planning	What will be your methodology to validate medical planning?	02
5	Validation of construction works	How will you ensure quality of work without getting involved in day-to-day works?	02
6	Validation of reports	How will you validate various periodic project reports from contractors and consultants?	02
7	Transparency	How will you ensure transparency in procurement process and payments to various vendors?	02
8	Validating procurement plans and contract documents	How will you validate procurement plans for medical equipment, IT hardware and software? What will be your methodology to validate bidding documents and contracts for hiring of contractors, etc?	02

9	Value for money (VfM)	Demonstrates clear understanding of the Value for Money concept (economy, efficiency, effectiveness, equity) in hospital construction. Proposed step-by-step methodology for VfM review covering design, cost benchmarking, procurement, construction, and operational readiness. clear timeline, milestones, and reporting structure aligned with project duration (4 years).	02
10	Risk management	What will be your methodology to identify risks and high alerts? Provide risk management plan for the project?	02
11	Dispute resolution	What will be your methodology for dispute resolution among key stake holders?	01
12	Readiness for operation	How will you validate that the hospital and associated infrastructure is ready for operations?	01

Notes to Consultant: The Procuring Agency will assess whether the proposed methodology is clear and responsive to the TORs, and the work plan is realistic and implementable.

Financial Capability - [10 Marks]

An average turnover of 200 million PKR or more over the last three years will be awarded up to 10 marks. The following formula will be used to award marks with an average turnover of less than 200 million PKR.

$$\text{Marks} = \frac{\text{Av. annual Turover} \times 10}{200 \text{ million}}$$

(The Bidder or any of the consortium members, in case of consortium, shall submit audited financial statements for the latest three accounting years to demonstrate their capability for this criterion.

Annex B. Key Experts Requirements

Mention total Man-Months for the Third-Party Validation for the international lead , and for the local partner(s). The staffing plan shall be updated quarterly as needed. In addition to these Key Staff Members, the bidders must consider all other Staff (Senior/ Junior professionals, Non-key, and Allied staff) needed according to the scope of work.



Annex C. Project Brief

Introduction:

Islamabad, like many global cities, has witnessed significant growth and urbanization over the past 40 years. With a population of 246,000 in 1984, it has grown to nearly 2.3 million in 2024, an overall growth of more than ninefold. Islamabad's healthcare infrastructure, including that of neighboring Rawalpindi, is not keeping pace with this growth. The combined capacity of Islamabad's public hospitals is less than 2,000 beds, representing about 08 hospital beds per 10,000 population. Pakistan's national average is five beds per 10,000 people, as compared to a range of 9 to 22 for neighboring countries in the region. The construction of public-sector hospitals has not kept pace with population growth, with few facilities being built since 1985. Combined with a persistent "brain drain" of health professionals, population growth and aging facilities present a clear challenge to Islamabad and the country's healthcare system.

To address this challenge, a new Jinnah Medical Complex is proposed on a 47.5 acres site in Sector H-11 of Islamabad, Pakistan, approximately 1.2 kilometers southeast of the Srinagar Highway, which connects the city to the Islamabad International Airport. Jinnah Medical Complex aims to establish a Center of Excellence (CoE) in medical and surgical specialties, adhering to the highest international standards of ethical and professional practice. This institution will provide state-of-the-art clinical care to the underprivileged, ensuring equity with the affluent, while also serving as a hub for education and research.

The Jinnah Medical Complex & Research Center is envisioned to provide specialized care (tertiary/quaternary-level referral hospital), be organized around nine Centers of Excellence, and have approximately 1,460 beds. In addition, it will also develop state-of-the-art education and training facilities, a research center, a conference and convention center, housing, utilities, and campus support, green spaces, and landscaping. The Jinnah Medical Complex will comprise the following Centre of Excellence:

1. Surgical
2. Internal Medicine
3. Cardiothoracic
4. Neurosciences
5. Oncology
6. Transplant
7. Renal and Urinary Health
8. Pediatric
9. Emergency Medicine
10. GI/Hepatobiliary

Each CoE will be vertically integrated by having inpatient beds (organized into bed units based on acuity: acute care, intensive care, step down, high dependency, etc.), outpatient clinics, and associated treatment spaces organized in a single tower to facilitate patient access ("one-stop service") and streamline caregiver movement.

- The CoEs will also be horizontally integrated through corridor and bridge connections, allowing physicians and nurses whose specialties cut across two or more CoEs to readily move between and among them.
- Faculty office space and research laboratories associated with a given CoE will be co-located. For example, laboratories for cancer research could be housed in the same tower as the Oncology CoE.

- Depending on the projected volume of outpatient visits, which will, in turn, drive the number of inpatient beds needed to support each CoE, inpatient and outpatient facilities might be split into separate mid-rise buildings with interconnecting bridges to facilitate patient and caregiver movements.
- Depending on the size/scale of the hospital, CoEs will be supported by shared diagnostic and treatment, clinical support, and ancillary support services to avoid duplication of expensive facilities such as imaging rooms, operating theatres, and central sterile supply departments.
- “Spine and limbs” organizational concept should be considered, in which a common base (podium) of shared facilities supports the CoEs, which would be placed above or alongside the podium in mid-rise buildings.
- The campus and building designs should provide an uplifting, healing environment, with landscape integrated both on ground level and on top of buildings (roof gardens/courtyards).
- Hospital planning should, wherever possible, separate public circulation from staff/patient transfer circulation. In addition, material management should have dedicated lifts.
- Inpatient bed units within each CoE should include a mix of private, semi-private, open wards, and isolation rooms.

Cardiothoracic CoE

- Capacity: 100 beds
- Medical/surgical specialties: Cardiology, Cardiothoracic Surgery, Pulmonology
- Catheterization laboratory/ angiography suites
- Bronchoscopy suite
- Cardiopulmonary diagnostics (echocardiogram, stress test, pulmonary function test, Holter monitor, etc.)
- Chest pain unit
- Cardiac rehabilitation
- Coronary care unit

Neurosciences CoE

- Capacity: 80 beds
- 20-bed psychiatry ward (included in overall capacity), with two isolation beds and two safety beds; group therapy, occupational therapy, and recreational rooms
- Medical/surgical specialties: Neurology, Neurosurgery, Psychiatry, and Psychology
- Neuro-diagnostics (electroencephalogram, electromyography)
- Neurorehabilitation
- Gamma knife / cyber knife (crossover with Oncology CoE)

Oncology CoE

- Capacity: 30 medical beds, 90 cancer surgery beds
- Medical/surgical specialties: Radiation Oncology, Surgical Oncology, Medical Oncology, Interventional Oncology, Neuro-Oncology, Hemato-Oncology, Uro-Oncology, Gyn-Oncology
- 4 Radiation linear accelerators, brachytherapy (+ CT simulator)
- Chemotherapy – outpatient infusion therapy (35 daycare beds)
- Dermatology – Mohs
- Cancer screening – biopsy (specialized imaging at the main radiology department)

Transplant CoE

For kidney, liver, and heart

- Capacity: 100 beds
- 4 Bone Marrow Transplant suites

GI / Hepatobiliary CoE

For upper and lower gastrointestinal, colorectal and upper- gastrointestinal, surgeries, liver, pancreas, and gall bladder

- Capacity: 80 beds
- 4 Endoscopy suites

Renal and Urinary Health CoE

- Capacity: 80 beds
- Medical/surgical specialties: Nephrology, Urology
- Dialysis daycare – 50 chairs
- Lithotripsy suite – 5 outpatient beds

Pediatric CoE

- Capacity: 150 beds
- Medical/surgical specialties: Pediatric Cardiology, Pediatric Cardiac Surgery, Pediatric Oncology, Pediatric Neurosurgery, Pediatric Neuro-medicine, Pediatric Plastic and Reconstructive Surgery
- Pediatric care for diseases and disorders requiring tertiary- / quaternary-level care
- Cleft lip, tongue-tied, latching

Emergency Medicine CoE

- Trauma Center
- Emergency Department (80 treatment bays) + Clinical Decision Unit (20 beds)
- Helipad and ambulance service
- Disaster Response
- Poison Centre

Surgical CoE

- Capacity: 120 beds
- Surgical specialties: Orthopedic, spinal, burns and plastic surgery, head and neck surgery, robotics surgery, reconstructive surgery
- Rehabilitation and prosthetics
- 50-bed Burns Unit with 8 isolation rooms

Internal Medicine CoE

- Capacity 120 beds
- Medicine, endocrinology, pulmonary, pain clinic.

Others

- Infusion therapy, transfusions
- Blood diseases – (thalassemia, spleen, blood cancer, etc.)
- Stem cell treatment

Diagnostic and Treatment Facilities – Shared

- Inpatient Surgery (25 operating rooms) with en-suite TSSU – economies of scale having a centralized surgery accessible by all CoEs
- Surgical-related intensive care units (CT-ICU, Surgical-ICU, Neurosurgical-ICU, PICU), high dependency units, and step-down units should be horizontally adjacent to the main surgery and proximate to associated CoE towers. (Medical ICUs can be located more remotely.)
- Outpatient Surgery – 10 operating rooms
- Imaging – 1 PET-CT including low dose cyclotron, 2-3 CT, 2-3 MRI (1.5 tesla to 3 tesla), 20 ultrasounds, 8 general radiography, 2 fluoroscopy, 1 mammography, 1 bone densitometry, one nuclear medicine
- Interventional radiology – 4-6 suites
- Clinical Lab: biochemistry lab, hematology, PCR, microbiology, TB, histopathology

Clinical Support Facilities – Shared

- Central Pharmacy

- Central Sterile Supply
- Blood Bank with specialized products
- Health Information Management Services (HIMS) – medical records, paperless; training center
- On-call rooms – 150 double rooms for interns, residents, and students distributed around the hospital.

Ancillary Support Facilities – Shared

- Food Services – inpatients (dietary), outpatients and visitors (various types of dining outlets), staff
- Laundry & Linen; uniforms
- Materials Management – warehousing for 1 week's supply for domestic items, longer for imported items
- Morgue and Autopsy: last rituals
- Environmental Services (housekeeping)
- Safety and Security
- Waste Management
- Medical Incinerator

Administration

- Hospital leadership with Board Room and multiple conference rooms for meeting with medical, nursing, and administrative leadership
- Admitting
- Registration
- Billing
- Finance
- Human resources
- Maintenance and Facilities Management
- Biomedical and Calibration Department
- Continuous Professional Development
- Hospitality, Public Relations, and Marketing
- Infection Control
- Quality Control
- Resource Development
- Patient Counseling

Clinical Teaching

- Auditorium + breakout rooms
- Group discussion rooms
- Distributed seminar rooms and e-libraries in clinics/wards

Patient Amenities

- Dining and shopping
- Dispensing satellite pharmacies
- Fitness center gym, aerobics
- Prayer spaces are distributed throughout

Staff Amenities

- Changing / locker facilities
- Fitness center (timeshare)
- Staff dining in multiple locations
- Child day care: 150 infants/toddlers/children
- Some of these functions, such as changing / locker facilities and staff dining, should be distributed among the CoEs

Conference and Convention Centre

- Use of student hostel rooms during vacations for CPD participants
- Continuing Medical / Nursing Education
- Administrative offices
- Lecture halls with breakout rooms
- Display area / Exhibition area
- Staging kitchen
- Locate for convenient access for faculty, students, and staff, with access control to hospital and educational facilities.

Mosque (Masjid)

- Capacity: 2,500 (Main prayer hall + courtyard combined)
- Wazu and Toilet facilities.
- Imam's family Quarter.
- Ritual purification (Ghusal Mayyit) facility.
- Namaz-e-Janaza (funeral prayers) facility.

Utilities and Support Services

- Water – domestic supply and storage, recycling and processing water, use of brackish water, sub-soil water, rainwater harvesting and replenishment of groundwater table; 2 pipe system
- Sewerage – black water recycling (sewage treatment plant) to grey water for irrigation; drainage with two-pipe system)
- Power – city supply v. self-generated / co-generation, renewable energy sources, solar panels, solar glass, solar sheets, etc.
- Chilled water; use of geothermal and heat pumps
- Steam
- Data – IT support
- Centralized v. distributed
- Sustainability – targeting LEED Silver
- Security: lockdown capability, electronic, biometric, or card access control, central monitoring / CCTV, master key locking, etc.
- Fire control and monitoring
- Hospital Information Technology i/c Networking & Security
- Smart Facility Management (i/c BMS, Automated Nurse Call System, etc.)
- Smart Parking System (Parking Guidance System – PGS)
- Materials Management – Loading dock / receiving, separate gate/delivery access to campus
- Waste management and storage, cold store, and incinerator

Physical Plant

To house equipment and installations for:

- Chillers
- Boilers
- Generators
- Transformer room
- High-voltage room
- Medium voltage room
- Switchgear
- Pumps
- Water storage
- Water filtration
- Sewage treatment
- HVAC System
- Medical Gases

Grid Station

For receiving and transforming high-voltage power to meet the campus needs of this size, which exceeds the capacity of standard substations.

The JMC&RC will cater to the following types of traffic:

- Emergency
- Outpatients
- Inpatients
- Visitors
- Faculty and staff
- Public transport: buses, taxis, etc.
- Students
- Housing
- Deliveries/service by trucks
- Food service delivery near the kitchen
- Waste removal
- Major equipment delivery/removal by large trailer trucks



Annex D. Phases of the Project

The project is divided into two phases.

Phase I

A – EPC Mode

- Hospital Building
- Bed Towers (1, 2, 3)
- Administration Building
- Auditorium
- Physical Plant
- Warehouse
- Grid Station
- Underground Parking
- Service Tunnel
- Roadways & Landscaping (Hospital Front)

B – BoQs Mode

- Staff Residences & One Apartment Block
- Mosque
- Boundary Wall & Entrances Gate (Hospital + Emergency)
- Medical and non-medical equipment.

Phase II

BoQs Mode

- Academic & Research Centre
- Research Lab & offices Towers
- Gymnasium & Fitness Centre
- Student Housing (Boys) 400-students
- Student Housing (Girls) 500-students
- Staff Residences & Apartment (remaining units)
- Roadways & Parking and Landscaping works

End of Document

Annexure: II - Price Adjustment Formula

For TPV JMC&RC

Price adjustment on the remuneration applies as the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency’s country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or } R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price*

Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{\text{or} \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}]\}$$

where

R_l is the adjusted remuneration;

R_{l_0} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency’s country for the first month for which the adjustment is to have effect; and

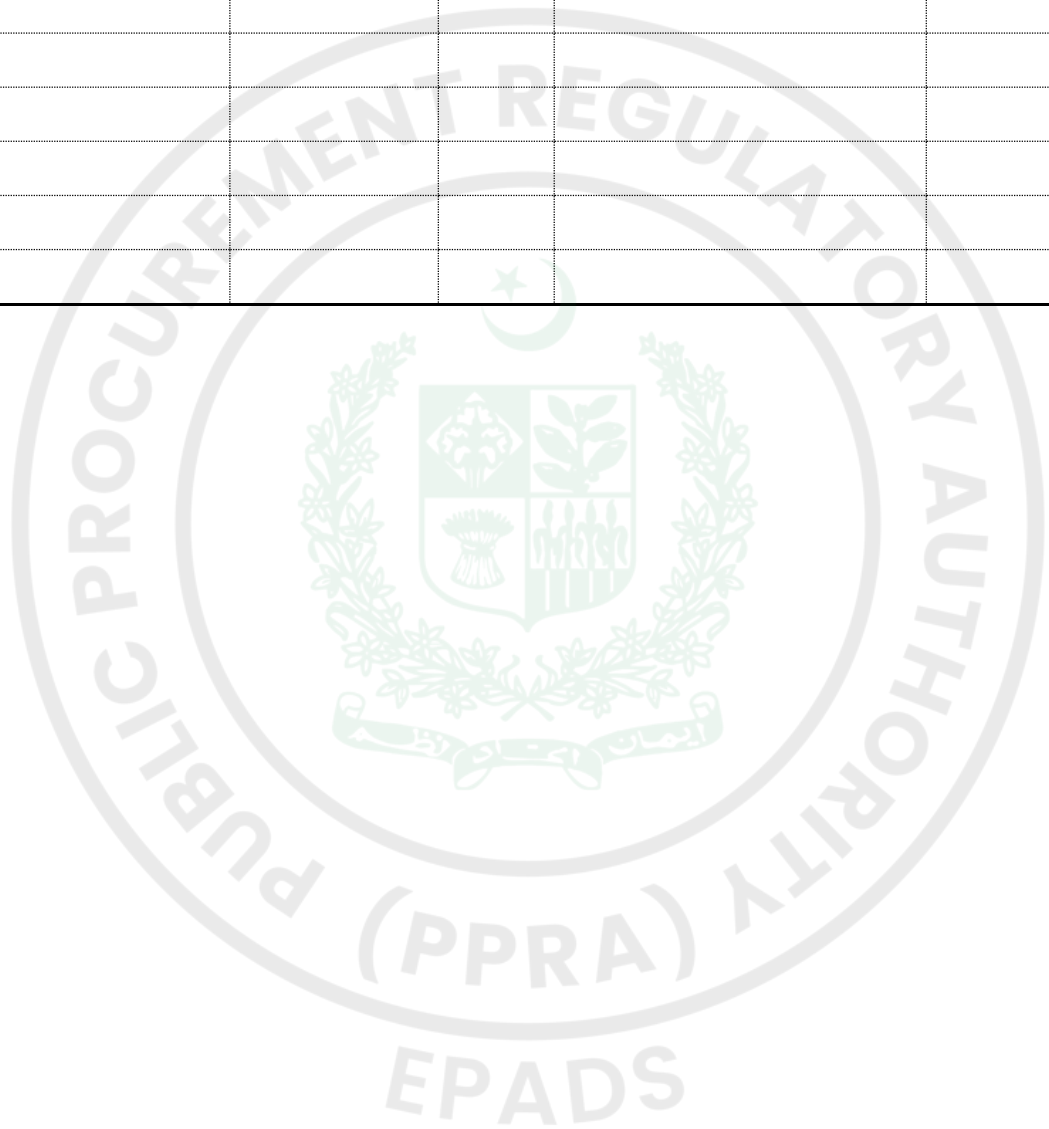
I_{l_0} is the official index for salaries in the Procuring Agency’s country for the month of the date of the Contract.

The Procuring Agency shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]*

- (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X . X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.

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>	<p>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></p>	<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>	<p>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></p>	<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.