
Tender Notice No.13/2025-26

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

PSQCA

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

REQUEST FOR PROPOSALS

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Section I. Tender Notice

Ministry of Science and Technology



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For

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

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

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

The Bidding Documents containing detailed requirements, Terms and Conditions, description of the assignment, scope of services, deadlines, place of bid submission, and Evaluation Criteria, deliverables etc. are available, free of cost, on **EPADS 2.0** at their website and the Ministry's website www.most.gov.pk. **A Pre-Bid Meeting will be held on 1st April, 2026 at 01 P.M.** in the Committee Room (4th Floor) of MoST, Islamabad, to address queries of interested bidders.

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

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

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

(Allahyar Khan Kalwar)
Section Officer (General)
Ministry of Science and Technology (MoST)
1-Constitution Avenue, G5/2, Islamabad
Tel. 051-9206569

Section II. Instructions to Consultants

A. General Provisions

<p>1. Definitions</p>	<p>1.1 Definition</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable</p>
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	<p>to the Procuring Agency for the performance of the Contract.</p> <ul style="list-style-type: none">i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being 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 who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.o) “Services” means the work to be performed by the Consultant pursuant to the Contract.p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.q) “Sub-consultant” means an entity to whom the consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency
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	and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	<p>2.1 The Ministry of Science and Technology (MoST), Islamabad intends to select a consultant from those listed in the Letter of Invitation, in accordance with Single stage two envelope process. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the subject assignment. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Ministry of Science and Technology (MoST) will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified.</p> <p>2.3 Ministry of Science and Technology (MoST) Islamabad, Government of Pakistan, is taking various initiatives to improve scientific and industrial research for national export development and to meet international standards in this field.</p> <p>2.4 This document provides the necessary instructions for preparation and submission of proposals under this bidding process. Bidders are advised to read the bidding document carefully and comply with all requirements as per Public Procurement Rules, 2004 and the Standard Bidding Documents applicable to consultancy services.</p> <p>2.5 Ministry of Science and Technology (MoST) intends to hire firms/organizations to conduct Third Party review/performance audit of the Pakistan Standards and Quality Control Authority (PSQCA) and its standardization, certification marks and laboratories through a national competitive bidding process using the Single Stage–Two Envelope procedure.</p> <p>2.6 The focus will be on impact, efficiency, need, accreditation, financial sustainability. For the standardization, certification marks and laboratories, the HR issues and suitability of laboratory Equipment will also be focused upon.</p> <p>2.7 The procurement shall be conducted under the Single Stage – Two Envelope Procedure in accordance with Rule 36(b) of the PPRA Rules, 2004.</p> <p>2.8 Proposals must submit through EPADS strictly as per deadline. Late submissions shall be rejected.</p> <p>2.9 Proposals must be completed using the prescribed forms attached to the bidding document. Supporting documents including firm’s registration, experience, past performance, and tax compliance certificates must be provided. Technical proposals must detail methodology, work plan, team composition, and understanding of scope.</p> <p>2.10 This document outlines the Terms of Reference (ToRs) for the</p>

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

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

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

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

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

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

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

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

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

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

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

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

Section III. Proposal Data Sheet

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

1. Objectives

The selected consulting firm shall:

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

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

2. Scope of Work

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

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

3.1.4. Methodology and Deliverables:

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

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

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

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

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

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

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

3.2 Technical and Financial Proposals

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

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

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

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

3.3 Evaluation of Proposals.

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

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

3.4 Time and method for Submission of Bids.

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

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

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

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

3.6 Opening of Bids

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

3.7 Mandatory Selection Criteria

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

3.7 (a) Eligibility (Mandatory Requirements)

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

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

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

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

3.8 Presentation

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

3.9 Financial Evaluation

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

3.10 Additional Services

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

3.11 Performance Bond / Bank Guarantee

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

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

3.12 Right to Withdraw the Request for Bids.

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

3.13 Signing of Contract.

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

3.14 Schedule of Payments

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

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

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

<p>6. Operational & HR Assessment</p>	<ul style="list-style-type: none"> • Review of need, impact, efficiency and operating profitability of PSQCA. • Detailed audit of each PSQCA unit /lab/ Wings/Directorates/ Regional and liaison offices with special focus on HR issues and suitability of lab equipment. • Innovation adoption, service delivery, quality, outreach, engagements with stakeholders as per mandate of PSQCA • Review of standardization and certification Marks services of PSQCA in terms of processes and their automation/digitization, frequency of inspection, validity period. • Review organizational workflows, HR availability, structure, SOPs, and individual & unit-level performance. • Provide a clear understanding of business allocation, tasking and execution within the organization to improve service delivery. • Technical Human Resource Suitability: Assess the adequacy, specialization, training and specific qualification of officers & support staff and identify critical skill gaps. 		<p>10 % after completion of 5 - 6 deliverable</p>
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<p align="center">7. Financial Sustainability, ROI, and Commercialization Analysis</p>	<ul style="list-style-type: none"> • Conduct a comprehensive assessment of annual budgeting (development, non-development and self-generated funds), financial sustainability, cost recovery, and revenue generation. • Evaluate input-output relationships, return on investment (ROI), cost-effectiveness, cost benefit ratio and socio-economic impact. • Analyze commercialization readiness and, Public -Private Partnership (PPP) opportunities and Joint Venture/Market Integration potential. • Development and application of KPIs. 		<p align="center">10 % after completion of 7 deliverable</p>
<p align="center">8. Development of PSQCA Performance Index</p>	<ul style="list-style-type: none"> • Develop Performance Index covering: <ul style="list-style-type: none"> • PSQCA industrial Linkages and Collaboration • Conformity Assessment • Standardization • Certification Marks licensing. • Turnaround time • Customer satisfaction • Accreditation status & compliance • Equipment utilization • HR productivity & skill depth • Financial performance • Benchmarking against peer organizations globally. • Combine quantitative and qualitative indicators for comprehensive scoring. 		<p align="center">20 % after completion of 8 - 10 deliverable</p>
<p align="center">9. Success Indicators & Achievements</p>	<ul style="list-style-type: none"> • Identify PSQCA's key achievements, such as: <ul style="list-style-type: none"> • Standardization. • Quality Control/ Regulatory Activities. • Conformity Assessment/ Certification Marks • Accreditation of testing facilities • PSQCA industrial Linkages, Collaboration and impact 		

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

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

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

Total: 100%

3.15 Additional Conditions:

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

3.16 Summary of Proposal Data Sheet

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

3.17. Checklist for Submission of Bid Documents.

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

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

Section IV.

Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

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

Form TECH-1 Technical Proposal Submission Form

{Location, Date}

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

Dear Sirs:

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

OR

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

We hereby declare that:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2

Consultant’s Organization and Experience

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

A - Consultant’s Organization

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

B - Consultant’s Experience

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

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

Form TECH-4
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

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

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

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

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

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

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

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

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

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

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

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Form TECH-6A

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

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

Section V. Financial Proposal

FIN-1 Financial Proposal Submission Form

Form FIN-1 Financial Proposal

Bid / Tender Enquiry No. -----

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

Financial Proposal / Bid

(Table-1)

(All costs in Million Rupees)

S. No	Activity/Deliverable	Cost	All Applicable Taxes	Total Cost inclusive of all Taxes

	As described in the Technical Proposal			
	Total			

Grand Total= Rs (-----)

Signature

Stamp

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

Proposal Security Form

To: [name of the Procuring Agency]

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

Name: in the capacity of

signed

[Signature of the Bank]

Dated on day of 20

Proposal Securing Declaration

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

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

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Section VI. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

1. *state "none"]*

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

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

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

Form of Contract

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

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

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference
Appendix B: Key Experts

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

1. Definitions

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

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

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-

consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
- 9. Authorized 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

ves the officials specified in the **SCC**.

10. Fraud and Corruption

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

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

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

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

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commence

13.1. The Consultant shall confirm availability of Key Experts and

- ment of Services** begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

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

c. Measures to be Taken

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

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

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

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

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

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

18. Suspension

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

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

a. By the Procuring Agency

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

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

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified

in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon

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

- Termination**
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. Standard of Performance**

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

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

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

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

21. Conflict of Interests

- a. Consultant Not to Benefit from Commissions, Discounts, etc.**

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.

21.1.1 The payment of the Consultant pursuant to GCC F shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. Reporting Obligations

24.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the

numbers and within the time periods set forth in the said Appendix.

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

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

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

26. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

27. Replacement of Key Experts

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

27.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

28. Approval of Additional Key Experts

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

Agency.

29. Removal of Experts or Sub-consultants

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

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

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

30. Replacement/ Removal of Experts – Impact on Payments

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

E. Obligations of the Procuring Agency

31. Assistance and Exemptions

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

32. Access to Project Site

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

33. Payment Obligation

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

F. Payments to the Consultant

34. Taxes and Duties

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

35. Currency of Payment

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

**36. Mode of
Billing and
Payment**

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

37. Good Faith

G. Fairness and Good Faith

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

**38. Amicable
Settlement**

H. Settlement of Disputes

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

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

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

Special Conditions of Contract

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

13.1	Commencement of Services: The number of days shall be _____7_____. 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 _Three months (Ninety Days)

25	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
26	The Consultant is required to have a Code of Conduct for Experts as per the policy of the Authority.
35	The currency of payment shall be PKR.
36.1	The accounts are: for local currency: <i>[insert account]</i> .
38.	<p>Dispute Resolution</p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be the Secretary, Ministry of Science and Technology.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own</p>

	<p>participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.</p> <p>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.</p> <p>Arbitrator's fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p> <p>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.</p> <p>Rules of procedure for arbitration proceedings: Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p> <p>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.</p>
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Appendices

Appendix A – Terms of Reference

1. Objectives

The selected consulting firm shall:

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

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

2. Scope of Work

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

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

3.1.4. Methodology and Deliverables:

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

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

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

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

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

Appendix B - Key Experts

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

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

Integrity Pact

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

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

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

Both parties agree as follows:

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

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

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

Date: _____

For and on behalf of the Bidder/Consultant

Name: _____

Designation: _____

Company: _____

Date: _____