

No. P&D.PAQSJIMS/ RFP/A29  
Date: 31-5-2021



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OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT  
PIR ABDUL QADIR SHAH JEELANI INSTITUTE OF MEDICAL SCIENCES  
GAMBAT

**REQUEST FOR PROPOSAL**

Pir Abdul Qadir Shah Jeelani Institute of Medical Sciences (PAQSJIMS) Gambat have qualified funding (Rs. 551 Million Construction Cost) from Higher Education Commission (HEC) for "Establishment of Post Graduate Education and Research Center at PAQSJIMS Gambat" and thus invites Request For Proposal (RFP) from the consultant firms / Joint Ventures/ Consortiums who are on Active Taxpayers List of the Federal Board of Revenue, registered with Pakistan Council of Architecture and Town Planning (PCATP) and Pakistan Engineering Council (PEC) for the consulting services (architecture and engineering works design & supervision services) as such the consultants will be selected through Quality and Cost Based Selection method well under the rules and regulations set by PPRA in the concern.

RFP documents (containing appropriate description of assignment, providing scope of the intellectual and professional services required, detailed terms and conditions, evaluation criteria, etc.) are available for the interested bidders from office of the Director, Pir Abdul Qadir Shah Jeelani Institute of Medical Sciences (PAQSJIMS), Gambat, Khairpur Mirs from June 07<sup>th</sup> 2021 till June 21, 2021 during working hours by submitting pay order amounting to Rs.3,000/- in favor of Pir Abdul Qadir Shah Jeelani Institute of Medical Sciences. RFP can also be downloaded from June 07<sup>th</sup> and onward by visiting <https://www.gims.edu.pk>. In such case the RFP fees of Rs. 3000/- can be deposited while submitting it in the office of Director PAQSJIMS.

The RFP, prepared in accordance with the instructions in the RFP documents, must reach at office of the Director, Pir Abdul Qadir Shah Jeelani Institute of Medical Sciences (PAQSJIMS), Gambat, Khairpur Mirs on or before June 22<sup>nd</sup> 2021 at 11:00 a.m. The RFP will be opened the same day and venue at 11:30 a.m. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

The technical evaluation of the proposals will be carried out by a fully autonomous impartial committee of subject matter specialists comprising officials of PAQSJIMS (70%) and the experts from sister organizations and allied departments (30%). The bidders will be eligible to ask the details of scope of work, selection criteria, method of selection, and various evaluation and comparative statements, and whatever essential to ensure optimum transparency and to satisfy their basic rights as described in PPRA guidelines.

  
Kashif Ak Sehto  
Assistant Director  
Planning & Development Department

*Handwritten notes:*  
Approved by [Signature]  
[Signature]



**REQUEST FOR PROPOSAL (RFP) FOR  
CONSULTANCY SERVICES OF THE PROJECT  
TITLED:**

**ESTABLISHMENT OF POST GRADUATE EDUCATION  
& RESEARCH CENTER  
AT PAQSJIMS, GAMBAT, KHAIRPUR MIRS**

**PROJECT COST RS. 1278 M**

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**Section I – Letter of Invitation**

REQUEST FOR PROPOSAL

Letter of Invitation Institute of Medical Sciences Gambat  
Institute of Medical Sciences Gambat

**TO ALL INTERESTED CONSULTANTS**

Dear sir/Madam,

1. **Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat** invites proposals to provide consultancy services for the Project “**Establishment of Post Graduate Education and Research Center at Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan**”. More details on the services are provided in the Terms of Reference.
2. A firm will be selected for the services under **Quality cum Cost-based Selection (QCBS)** under the Procedure/Criteria described in Request for Proposal (RFP) documents, in accordance with PPRA rules/Regulations.
3. It is not Permissible to transfer this invitation to any other firm.
4. The RFP documents includes the following documents:  
Section I - Letter of Invitation  
Section II - Instructions to Consultants (including Data Sheet)  
Section III- Technical Proposal - Standard Forms  
Section IV- Financial Proposal - Standard Forms  
Section V - Terms of Reference  
Section VI - Standard Forms of Contract
5. Please inform us in writing at the following address, Office of the **Director**, Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan upon receipt of the Letter of Invitation and whether you will submit a proposal alone or in association.
6. You are invited to submit a comprehensive Technical Proposal in English (One Original + 1 Copy) and a financial proposal (One Original) in separate sealed envelopes, for the services required under Terms of Reference (TOR), not later than 11: 00 a.m. on 22<sup>nd</sup> June, **2021**.
7. RFP Documents/TORs are available in the office of the undersigned.
8. Must have completed at least 2 similar work of HEC project in last 10 years.
9. Must have completed at least 3 specialized research laboratory projects in last 5 years.
10. Total Turnover of the firm in last 3 years must be at least 200 Million.
11. Completion certificate of similar work must be attached with the profile.
12. **PAQSJIMS** reserves the right to accept/reject any or all the proposals as per PPRA rules.
13. Any proposal submitted late or in transit will not be entertained.

**Director**

**PAQSJIMS** Gambat,

District Khairpur, Sindh, Pakistan

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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**Section II - Instructions to Consultants**

REQUEST FOR PROPOSAL

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## **Instructions to Consultants**

### **DEFINITIONS**

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Pakistan.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to that the Consultant subcontracts any Part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

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## 2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultants registered with Pakistan Engineering Council, Pakistan Council of Architect and Town Planner, Federal Board of Revenue and Sindh Revenue Board are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

## 3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i). A consultant that has been engaged by the procuring Entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services.

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Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii). A Consultant (including its Personnel 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 to be executed for the same or for another Procuring Entity.

(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

### 3. Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without Pay;
- (ii) They are not being hired by the Entity they were working for, six Months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

### 4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in PPRA rules which define:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

### 5. Integrity Pact

Procurements exceeding the prescribed limit shall be subject to an integrity pact, as specified by regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.

### 6. Eligible Consultants

6.1 If short listing process has been undertaken through REOI, as outlined in PPRA for the Contract(s) for which these RFP documents are

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being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of  
Sub Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only One Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed

Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in  
RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into

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account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### 11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

#### 12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

#### 13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii) for assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majorities of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

(iv).Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v).Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms:

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(i) A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE.

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last\_(PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment.

(vii) Any additional information requested in the Data Sheet.

13.3. The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants.

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The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “**Financial Proposal**” followed by name of the assignment, and with a warning “**Do Not Open With The Technical Proposal** ” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal  
Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation  
of Technical  
Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals:  
(LCS, QCBS, QBS and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants’ attendance at the opening of Financial Proposals is optional. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of  
Financial  
Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical  
Negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.

22. Financial  
negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the

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Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional Staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information,

24.2 evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.

The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## DATA SHEET

2.1	<p>Name of the Assignment: Consultancy Services for the “Establishment of Post Graduate Education and Research Center at Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan</p> <p>The Name of the client’s official (s): Director, Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan</p> <p>Address: Office of the Director, Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan</p> <p>Telephone: _____</p> <p>E-mail: _____</p>
2.2	All consultants firms registered with PCATP & PEC (having valid permission to work for the services to be performed) FBR and SRB having required experience staffing, codes, etc. as mentioned in evaluation criteria are eligible to participate.
2.3	Proposed Conference – No
2.5	The client will provide the following inputs and facilities: User Requirements, safe access to site and no other facility will be provided.
5.00	Consultant must submit undertaking on company letterhead that if the work is awarded to them they will sign integrity pact as per the format of Government of Pakistan.
6.00	All consultants providing consulting services as per the laws of Pakistan are eligible. If any company is submitting the proposal in Joint Venture then the lead firm must attain 70% marks in experience.
9.0	Proposals will be valid for 90 calendar days after the proposal submission deadline
10.00	Clarifications may be requested not later than 05 working days prior to the submission deadline. The address for requesting clarifications is “Office of the Director, Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan.”
	<b>Expected date for commencement of consulting services is July 2021.</b>
12.00	The Proposal shall be submitted in English language and all correspondence exchange during the project duration shall be in English language.
13.1 (ii)	Duration of Design Phase- 6 month and Supervision Phase – 36 months The capital cost of the project is _____
13.2	The format of Proposal to be submitted is STANDARD TECHNICAL PROPOSAL (STP) and all forms must be properly filled and signed. In case any form is missing the proposal shall be rejected.
	Training is a not the specific component of this assignment: <b>Not Applicable</b>

13.2(ii)	All facilities needed to carry out the assignment shall be arranged by consultant and incorporated in the financial Proposal. No facility will be provided the client. There is no reimbursable cost and all cost to incur in providing the services must be considered in the bid.
15	The professional remuneration/ fees quoted by the consultant shall include all direct and indirect taxes, stamp duty, Sindh Services Sales Tax, etc. applicable on the consultancy services to be rendered on this project. No additional payment shall be made and all taxes on the date of submission of bid shall be considered. In-case any new tax is imposed after the submission date then that tax will first be added and then deducted.
16.3	<p>Both Technical and Financial proposals will be submitted.</p> <p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and (1) Copy</p> <p>(b) <b>Financial Proposal:</b> one (1) original only</p>
16.4	<p><b>The Proposal submission address is:</b>                  Office of the Director, Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat,                  District Khairpur, Sindh, Pakistan                  Telephone:</p> <p>The Proposals must be submitted not later than:  <b>Date: 22<sup>nd</sup> June, 2021</b>  <b>Time: 11.00 AM</b>                  Please mark the outer envelopes clearly do not open before <b>22<sup>nd</sup> June 2021</b></p>
18 & 19	<p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Applicable Guidelines: PPRA Rules/Regulations and Pakistan Engineering Council Criteria and Formats</p>

18.1	1. The weightage given to the Technical & Financial proposals are:		
	Technical:	80	
	Financial:	20	
	2. Formula for evaluation of consultant's technical proposals will be as follows:-		
		<b>MARKS</b>	
	I. FIRMS EXPERIENCE AND STANDING	30	
	II. APPROACH AND METHODOLOGY	30	
	III. PERSONNEL	30	
	<b>S.No</b>	<b>Description</b>	<b>Max weight</b>
		<b>FIRM'S EXPERIENCE AND STANDING (30)</b>	
I	a) Five Number HEI or similar projects completed in last 10 years in which the scope of work is both Design and Supervision work having similar magnitude. For less than 5 projects marks should be allocated accordingly.	15	
	b) Three Number Research laboratories project completed in last 10 years in which the scope of work is both Design and Supervision work. For less than 3 projects marks should be allocated accordingly.	15	
	<b>Sub Total-I</b>	<b>30</b>	
II	<b>APPROACH AND METHODOLOGY (30)</b>		
	a) Understanding of Objectives	05	
	b) Quality of Technical Approach & Methodology	15	
	c) Work Plan & Manning Schedule	10	
	<b>Sub-Total-II</b>	<b>30</b>	
III	<b>PERSONNEL</b>	<b>30</b>	
IV	<b>FINANCIAL STANDING OF THE FIRM – Bidders having average annual turnover of Rs.70 Million and above in last three years will get complete marks (no marks will be given below required financial limit)</b>	<b>10</b>	
	<b>Total (I=II+III+IV)</b>	<b>100</b>	

**PERSONNEL (30)**

<b>A</b>	<b>Key personnel</b>	<b>Max Weightage (40 Marks)</b>
1	Team Leader/ Project Manager	8
2	Healthcare Planner	3
3	Project Architect	3
4	Structural Engineer	3
5	Electrical Engineer	3
6	Laboratory Equipment Specialist	3
7	Contracts Manager	3
8	Resident Engineer	4

**Key Personnel Detailed Evaluation criteria**

<b>a. General Qualification</b>	
i. Basic degree (Bachelors in Relevant Field with registration in PEC / PCATP)	25%
ii. M.Sc	5%
<b>Sub Total (a)</b>	<b>30%</b>
<b>b. Adequacy for Assignment / Experience</b>	
i. Experience of minimum 15 years	10%
ii. Experience above 15 years	10%
iii. Similar Project Experience (Minimum 4 projects)	30%
iv. Status with firm – Minimum 6 months	05%
v. Working as Team Leader/Healthcare Care Planner/ Project Architect/ Structural Engineer/ Electrical Engineer/ Laboratory Equipment Specialist/ Contracts Manager/ Resident Engineer on minimum 2 related projects.	15%
<b>Sub Total (b)</b>	<b>70%</b>
<b>Total (a+b)</b>	<b>100%</b>

	<b>All proposal must be submitted in local currency (PKR) and no bids in foreign currency will be acceptable.</b>
19.3 (For QCBS)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>[or replace with another inversely proportional formula acceptable to the Bank]</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80 and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
20.00	As method of selection adopted is quality and cost Based System, therefore, no negotiation is allowed as per the rules of procurement.

**Section-3. Technical Proposal – Standard Forms**

REQUEST FOR PROPOSAL

**Technical Proposal – Standard Forms**

**{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}**

**CHECKLIST OF REQUIRED FORMS**

<b>Required for FTP (√)</b>	<b>FORM</b>	<b>DESCRIPTION</b>	<b>Page Limit</b>
FTP			
√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a notarized true copy of an existing agreement.	
“√” If applicable	[ Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	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)	

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

**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

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\To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **(Construction of Post Graduate Education and Research Centre at PAQSJIMS Gambat with 50 Single Bedded Residential Hosptel for PG Scholars** in accordance with your Request for Proposals dated [Insert Date.....] and our Proposal. [Quality cum Cost Based Selection Method: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 9.1.

- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.6 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client 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-4**

**(FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**

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

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

{Suggested structure of your Technical Proposal}

**a) Technical Approach, Methodology, and Organization of the Consultant's team.**

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

**b) Work Plan and Staffing.** {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 Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) Comments (on the TOR and on counterpart staff and facilities)** {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**FORM TECH-5(FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	.....	n		
<b>D-1</b>	{e.g., Deliverable #1:													
	Implementation of Package of Health services													
<b>D-2</b>	{e.g., Deliverable #2:.....}													
<b>n</b>														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’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(FOR FTP AND STP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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

NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
											<b>Subtotal</b>			
											<b>Total</b>			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC18.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country

FORM TECH-6

(CONTINUED)

**CURRICULUM VITAE (CV)**

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

**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 clients 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.}

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

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{Day/Month/Year}

[Redacted Signature Area]

Name of Expert  
Date

Signature

{Day/Month/Year}

[Redacted Signature Area]

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

Signature

Date

**Section 4. Financial Proposal - Standard Forms**

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

FIN-I Financial Proposal Submission Form

FIN-II Summary of Costs

FIN-III Design Fees

FIN-IV Supervision Fees

REQUEST FOR PROPOSAL

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

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Dear Sirs:

We, the undersigned, offer to provide the consulting services for **[Establishment of Post Graduate Education and Research Center at Pir Abdul Qadir Shah Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan]** in accordance with your Request for Proposal dated [Insert Date ] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding” ] of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 9.1 of the Data Sheet.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

REQUEST FOR PROPOSAL

**FORM FIN-II SUMMARY OF COSTS**

S.No.	DESCRIPTION	AMOUNT (Rs.)	
		Rs. In figures	In Words
1	Consultancy Charges for Feasibility & Design Stage as per FIN-III		
2	Consultancy Charges for Supervision Stage as per FIN-IV		
	<b>Total Cost (1+2)</b>		

REQUEST FOR PROPOSAL

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**FORM FIN-III**

**DESIGN FEES**

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*For evaluation of financial proposal Rs.500 Million will be considered for Fees calculation*

<b>S.No.</b>	<b>Description</b>	<b>Fees in Percentage</b>	<b>Fees in Figures (PKR)</b>
1	Consultancy Charges for Feasibility & Design Stage		

REQUEST FOR PROPOSAL

**FORM FIN-IV**  
**SUPERVISION FEES**

<b>S.No</b>	<b>Detail of Technical Staff</b>	<b>Total Man – Months</b>	<b>Rate Per Month</b>	<b>Amount</b>
1	Resident Engineer	42		
2	Assistant Resident Engineers	42		
3	Site Inspector (Civil)	42		
4	Site Inspector (Electrical)	42		
5	Quantity Surveyor (1)	42		
<b>Grand Total</b>				

The rate per month include all direct and indirect cost, profit, overhead, etc. and there will be no reimbursable expenses.

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## **Section – 5 TOR'S**

### **TERMS OF REFERENCE & SCOPE OF SERVICES**

#### **INTRODUCTION OF PAQSJIMS:**

The PAQSJIMS started as Government Dispensary in 1934, upgraded to Rural Health Center, Taluka Headquarter Hospital and finally as a public sector autonomous Institute of Medical Sciences in the year 2003. During 2017 PMDC recognized and allowed its facilities for teaching graduate and post graduate programs of Medical Sciences thus started enrolments for the MBBS Program 2018. The Institute now is a recognized tertiary care Medical Education and Research Center providing hi-technology specialized services of Kidney transplant, Angioplasty, Liver and heart surgery, and highly sophisticated most advanced diagnostic facilities like 3D X-Ray, MRI, CT Scan, Molecular (genetics) lab etc. It's routine services include Medical, Surgical, Gynae Obst, Pediatrics, Eye, ENT, Nephrology, Orthopedic, Plastic Surgery departments together with Pathology, Biochemistry, and Endocrinology laboratories, Sonography, Blood Bank, Coronary Care Unit, Intensive Care Unit, Mother and Child Health Center, Neonatal Care Center, Trauma center, Thalesemia Center, Lithotripsy center, Minimal Invasive Surgery center, Kidney Dialysis Center, Physiotherapy center, 24 hour indoor and outdoor patient services, Digital library, well equipped lecture, seminar and demonstration rooms, and 500 bedded modern hospital. Very recently PAQSJIMS is establishing the ever first Nutrition Education research and training, Park, the small animal house and a vaccine and serum production laboratory. In the mid of the province PAQSJIMS is providing most modern services and facilities of medical sciences to the common masses especially to rural and socially vulnerable communities. The recent approval by PMDC as a medical college ensures the availability of required faculty, laboratories and equipment deem essential for graduate and post graduate schooling of medical and public health sciences. The first batch of MBBS comprise of 100 male and female students.

While starting its graduate level programs, PAQSJIMS, Gambat is quite conscious about introducing locally appropriate modern methods and tendencies of teaching and instruction of medical sciences. Simultaneously it is keenly observing the quickly mounting approaches of post graduate studies and research. It considers more the evidence based educational dynamics and strongly believes in modern concept of community service through education and research. It is well aware of potential of action research parallel with significance of conventional research in generating locally appropriate new knowledge and techniques and in continuous updating of curricula well according to market needs. It is one of the reasons PAQSJIMS intends to establish this post graduate education, research and training center of Medical and Public Health Sciences with adequate lab system. The available manpower is adequately qualified to execute and implement the proposed center.

#### **Project Brief Description:**

With the emerging new theories and ideas the modern academic configuration is ever expanding introducing new subjects and research fields. During this era of high technology such evolution is at peak in the medical & health sciences with multiplication of academic and research information rather simple addition to it. The content or sub content of a medical subject few years back is now itself taught as independent subject requiring separate teaching and learning facilities. The introduction of enormous new techniques especially of clinical and diagnostic origins do require up-

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gradation and expansion of existing facilities and wherever possible establishment of new laboratories with modern equipment.

Parallel to its educational and research promotion attributes, the proposed program will also help in capacity building and skill enhancement of many of the on job faculty members and their ancillary staff. The proposed program will facilitate free of cost transfer of multimillion dollar technologies of regenerative and molecular medicines from technologically advanced countries to Pakistan as an auxiliary benefit.

The investments for up grading higher education have always proved rational for the overall national prosperity since long in every developed country of the world. The direct impact of universities on socio-economic development is now a well-studied fact in USA, UK and other technologically advanced western countries. Hence any similar effort by any developing country like Pakistan will bring more ensured prolific results and thus do not require much deliberations if aimed purely at enhancing post graduate level education, instruction and research in various sciences particularly in newer medical and public health sciences.

The HEC as an effort to promote university level education and research in Pakistan intends to increase the post graduate enrolments with a simultaneous improvement of quality. In this regard it is keen to invest generously not only for expanding the functional capacity of existing institutions but surely for establishment of new Universities, departments, and centers and to equip them with most modern hi-tech research equipment, and to support them in development of their human resource both of their academic and management cadres.

As most of the service beneficiaries of PAQSJIMS including the studying scholars belong to remote areas of the province hence the overall project benefits will go to the socially vulnerable masses together with reducing the prevailing urban and rural development bias in education sector of the country.

The multidimensional impact of introducing such progressive program conducive of quality education, instructions and research in a remote area of the country will help in substantial enrichment of professional abilities and skills of local medical practitioners as well as will enhance post graduate medical education standards in Pakistan which rationally justifies any investment for the proposed project.

It is firmly anticipated that at successful accomplishment of the proposed project the PAQSJIMS Gambat Sindh will be able to design, and impart an eclectic range of educational and instructional programs of short and long durations for the medics and paramedics together with facilitating applied research of some specialized subjects of Medical & Health Sciences.

Therefore this consolidated major development program of Establishment of Post Graduate Education, Instruction and Research center at PAQSJIMS Gambat is well according to the educational and research objectives as well as strategic targets of HEC and such very fact warrants its inclusion in the HEC PSDP plan even if by any intra-sectoral adjustment.

**Background of Proposed Post Graduate Medical Education, Training & Research Center at PAQSJIMS Gambat.**

To its entire part this PG Center establishment program is demand driven. Clumping too many post graduate medical institutions in lower Sindh especially in the Metropolitan city of Karachi (at

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extreme lower end of the province) has deprived since long the population of upper Sindh which constitutes almost 35% of the provincial masses. Besides the people of middle Sindh historically remained more interactive with upper Sindh. Together with adjacent parts of lower Punjab and Baluchistan there is no medical Post Graduate Institution of medical Sciences in the radius of 400 kms except Shaheed Muhtarma Benazir Bhutto Medical University Larkana.

Considering well the country's needs of modern post graduate medical education and research and finding an obvious scarcity of quality post graduate medical education institutions in upper Sindh this innovative development program is drafted. Analogous with intensive efforts for institutional development and capacity building of University Level Education System in Pakistan the Higher Education Commission is committed to support any effort towards achieving its long term vision which aims at an inspirational long term plan to sustain what has been achieved since 2002 in Higher Education and to initiate further qualitative and quantitative reforms that are in line with GoP Vision 2025.. This particular program besides it's enriching characteristics for improving the local and national standards of medical and health sciences also synchronize with following key strategic priorities of HEC long term vision 2025

- A. Increase Equitable Access
- B. Increased Faculty With Highest Academic Qualification.
- C. Enhanced Quality of Curricular Offerings.
- D. Research, Innovation and Commercialization.

**Scope of Work (General & Item-wise):**

**Project Scope in General:**

Most of the post graduate Medical and Health sciences programs so far in Pakistan are somehow decades old depict of some stereo type clinical subjects which are less community oriented and are not much market driven. The efforts of HEC have brought some focal achievements but most of them are confined to Metropolitan cities. It needs proactive efforts and investments to thrust down such transfer of modern knowledge and skills of post graduate level to more peripheral and less attended areas for filling the quality vacuum of modern knowledge and skills of medical and health sciences in Pakistan.

It is therefore the scope of proposed Post Graduate Center of Medical Education, Instruction and Research at Gambat (somehow a rural area of Sindh Province) with specific focus on "action research" stands feasible and worth to invest liberally by HEC. The academic, instructional and research attributes of the proposed center will bridge gap between natural and social sciences, between learning and doing and between school and community thus will help other medical institutions in Pakistan to learn such upbeat approach of using their academic and research attributes for factual social and community development and to tune their education and instructional programs more community and market oriented. Besides it's modern education and research abilities the proposed project will provide high skilled trained manpower and very cost effective research promoting services to prevent multimillion dollar outflow of precious foreign exchange of Pakistan utilized on education, instruction and research abroad.

### Item-wise Scope of Work

#	Item	Description
	<b>Main Post Graduate Center Building</b>	A smart building comprising of administrative offices, well equipped lecture halls, demonstration rooms, conference/ seminar rooms, modern audiovisual teaching and instruction aids, skill laboratory, PERN connectivity and electronic library, Auditorium and other modern facilities for adult learning will help in introduction of modern methods and techniques of Post Graduate Education and Instructions.
	<b>PG Hi-tech Research Laboratory</b>	The proposed component of PG laboratory along with affiliated research support facilities will cater education and research needs of the post graduate scholars at PSAQSJIMS Gambat of some newer fields of medical and health sciences. It will help in bridge-gaping the knowledge and skills vacuum usually experienced by our scholars while studying abroad. The techniques and experience acquired at this hi-tech international standard PG research laboratory will facilitate our PG scholars for quicker and prompt adaptation while joining such advanced learning institute of west and working in their technologically advanced laboratories abroad.
	<b>Tissue Bank/ Regenerative Medicine / Stem Cell Technology Laboratory</b>	The proposed specialized laboratory and tissue bank will help the academicians and the researchers in introducing the rapidly emerging fields of Regenerative Medicine and Stem Cell Technology the upcoming future fields of disease management and advanced pharmacopeias.
	<b>Molecular Medicine Laboratory</b>	This advanced laboratory of Molecular Medicine shall be the ever first laboratory of it's kind in Pakistan. It will help in introducing the Graduate and Post Graduate Programs of this newer science even in the technologically advanced countries in west. Availability of such advanced laboratory will attract foreign qualified scholars of Pakistan to come back and transfer their knowledge and skills to local scholars.
	<b>Single bedded executive room with attach bath room and pantry PG Hostel (50 Rooms)</b>	The PG students especially the research scholars needs somehow independent livelihood to utilize best their timings for learning and experimentation at campus. It is therefore single bedded rooms with attached bath room are planned for PG scholars. The foundation will be kept durable to construct two to three stories more in case of any future requirement.

	<b>Hi-Tech Laboratory Equipment</b>	<p>The teaching, instruction, and learning of newer concepts and techniques is only possible with availability of modern hi-technology laboratory equipment. The proposed project includes sophisticated but locally appropriate equipments of various basic and clinical sciences. As anticipated the market linkages out of hi-tech laboratory services will enable PAQSJIMS to earn adequate amount from local market to afford their operational cost but also to replenish any obsolete equipment in future. The proposed equipment array may include some costly analytical equipment of genetics, protein fractionation, isolation and assessment together with some sophisticated equipment of advance laboratory procedures.</p>
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### Technical Parameters.

#### Technologies Involved:

1. **Stem Cells Technology.** Most modern technology of Laboratory based cultivation and generation of body tissues and organs for regenerative/ replacement therapies of many medical and surgical health problems. It would be essential component of future clinical therapies and rehabilitative procedures.
2. **Molecular Medicine.** Another advance science of medical cure yet a newer technology even in the most technologically advanced countries of the west. In near future it will be the source for formulating some completely different but befitting models of pharmacy and pharmacokinetics. The genetic finger printing will guide the physicians and the pharmacist for a more précised approach in disease management at cellular/ molecular level.

#### **Components/ Facilities under Proposed Project.**

The proposed PG center establishment program has four major sets of educational and research development initiatives which reflect the need of grasping some emerging/ upcoming modern medical and health sciences themes well in time. While acquiring new knowledge and technologies the developing countries usually follow the footprints of technologically advanced countries with an obvious stare of not less than thirty years. Hence PAQSJIMS perceiving well the future importance of some advance technologies of medical and health sciences plans this project of Establishment of Post Graduate Education, Instruction and Research Center. Following is brief description of each of the program components:

##### **i. Main Post Graduate Center Building and Research Laboratory.**

The proposed main academic and research center building will comprise of admin block with offices, meeting hall, record rooms, stores and other necessary structures. The attached academic bloc will comprise of lecture halls, seminar rooms, demonstration rooms, audiovisual teaching adds, common

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halls, reference library, PERN connectivity, modern teaching adds with distant learning facilities, and other advanced facilities for some proactive teaching, instruction and learning. Thee research block will mainly composed of well equipped hi-technology Post Graduate Research Laboratory together with individual research chambers, broad band international connectivity for facilitating joint research and experience sharing, café teria, research presentation and plenary rooms, CCTV and audiovisual aids and other research facilitating facilities according to the institutional and individual needs. The academic and research blocks will be added with a recreational facility having TV, reading, relaxing and some indoor gaming for round the clock re-makeup and refreshment of the working research scholars and their supervisors.

#### **ii.Molecular Medicine Lab.**

Molecular medicine is a new scientific discipline combining contemporary medical studies with the field of biochemistry and offers an efficient bridge between the two subjects. At present only a handful of universities in the world offer the course mostly to undergraduates. With a degree in this discipline the graduate is able to pursue a career in medical sciences, scientific research, laboratory work and postgraduate medical degrees.

Molecular medicine is a broad field, where physical, chemical, biological, bioinformatics and medical techniques are used to describe molecular structures and mechanisms, identify fundamental molecular and genetic errors causing disease, and to develop molecular interventions to correct them. The molecular medicine perspective emphasizes cellular and molecular phenomena and interventions rather than the previous conceptual and observational focus on patients and their organs.

Any such proposed unit of Molecular Medicine encompasses a diverse scope of basic and translational research. The researchers usually leverages the fields of chemistry, structure and biology to understand cellular processes and disease mechanisms at the molecular level, which lays the foundation for the development of novel therapies to counter disease. Ongoing Molecular Medicine research at various Universities addresses major therapeutic areas that include diabetes, neurodegenerative diseases, cancer, rheumatoid arthritis, retinal degeneration, muscular dystrophy, cystic fibrosis and diseases of aging.

A special emphasis within the Molecular Medicine unit will be placed on state of the art chemical biology to dissect signaling pathways and transcriptional programs, and identify molecular targets for therapeutic intervention. Multidisciplinary approaches and ready access to advanced instrumentation for next-generation sequencing, proteomics, structural biology and high-throughput drug screening will offer unique opportunities to discover new therapeutic targets and identify drug leads.

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Interests in cancer cover under this project will encompass major human malignancies including breast, lung, ovarian, leukemia, pancreatic and prostate carcinoma, and glioblastoma. Research conducted involves the study of tumor cell biology, metabolism, development, signal transduction pathways, oncogenes and tumor suppressors, apoptosis, the DNA damage response, autophagy, invasion and metastasis, chemo-resistance, and the interplay between aging and cancer. Faculty engaged in research on age related diseases will focus on understanding alterations in whole-body metabolism that lead to metabolic diseases and identifying the physiological changes that lead to physical and cognitive decline during aging. This knowledge may then be applied to developing therapies targeting metabolic diseases and age-dependent functional impairments, with the goal of maintaining optimal health throughout lifespan.

Faculty and their research groups will be having access to multidisciplinary methodology and model systems for target identification, validation and pre-clinical studies, and options access to optimize the leads for target validation through close interactions with medicinal chemists and pharmacologists at PAQSJIMS Gambat.

In technical collaboration with Molecular Medicine Department University of Malaya, PAQSJIMS intends to establish the ever first Unit of such advanced medical sciences in Pakistan.

### **iii. Regenerative Medicine (Stem Cell) Lab with Tissue Bank**

Regenerative medicine is a branch of translational research in tissue engineering and molecular biology which deals with the "process of replacing, engineering or regenerating human cells, tissues or organs to restore or establish normal function". This field holds the promise of engineering damaged tissues and organs by stimulating the body's own repair mechanisms to functionally heal previously irreparable tissues or organs.

Regenerative Medicine also includes the possibility of growing tissues and organs in the laboratory and implanting them when the body cannot heal itself. If a regenerated organ's cells would be derived from the patient's own tissue or cells, this would potentially solve the problem of the shortage of organs available for donation, and the problem of organ transplant rejection.

Some of the biomedical approaches within the field of regenerative medicine may involve the use of stem cells. Examples include the injection of stem cells or progenitor cells obtained through directed differentiation (cell therapies); the induction of regeneration by biologically active molecules administered alone or as a secretion by infused cells (immune-modulation therapy); and transplantation of in-vitro grown organs and tissues (tissue engineering).

Tissue bank defines as the archive of the human tissue specimens used for research, grafting or for any other diagnostic or cure purpose. These specimens of target tissues are deposited and preserved under some scientific conditions which maintain their viability till their terminal use. The tissue bank

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is an innovative idea, where the specimens can be provided for translational research along with availability of clinical information if required. There are tissue banks all around the developed world. However this could not yet been established in Pakistan. The major benefit of the tissue banking is the prompt availability of the required simple with clinical data along with a reasonable follow-up period. The tissues are stored in a standardized environment. These can be local or intra institutional where the samples are collected from local department or of multitier at National or International level, where tissues and data are collected from different foci but then are stored at the central laboratory for further disbursement to various research hierarchies. One such example is the Surveillance, Epidemiology, and End Results (SEER) database in United States of America. The studies on cancer including clinical information with long term follow-up are highly respected in clinical / translational research. Therefore establishment of such banks/ databases with tissue archiving would be a great source to boost research activities in Pakistan. In addition this tissue bank with clinical database can also serve the purpose of cancer registry and DNA stocking of the same.

Starting with establishing a tissue bank in technical collaboration with LUMHS Jamshoro and Sindh Agriculture University Tando Jam the PAQSJIMS will gradually move to establish a Stem Cell Technology and Regenerative Medicine Unit for advance education, instruction and research of this modern medical science.

Malnutrition is the most stringent public health problem in Pakistan and many people especially young children and pregnant ladies either get ill or die due to nutritional deficiencies. Being higher education institution of health sciences PAQSJIMS Gambat focuses this society debilitating public health problem as a core subject for it's post graduate education, instruction and research. The Nutrition Park and laboratory ordained under this component will ease imparting evidence based education and training and will facilitate applied research on Nutrition both by national and international researchers.

It is therefore PAQSJIMS Gambat intends to establish a post graduate center of education, training and research of various medical and public health sciences particularly about Nutrition, Biological products, and for applied research of medical and public health. The academic, instructional and research abilities of the proposed center will bridge gap between natural and social sciences, between learning and doing and between school and community thus will help other medical institutions in Pakistan to learn using their educational and research potentials for social development and to tune their instructional and technical configurations more community oriented.

Parallel to its educational and research promotion attributes, the proposed program will also help in capacity building and skill enhancement of many of the on job faculty members and their ancillary staff. The proposed program will facilitate free of cost transfer of multimillion technology from technically advanced countries to Pakistan as a built in component.

**iv. Academic and Research Benefits:**

**The proposed project of "Establishment of Post Graduate Education and Research Center" will help in higher education, training, and research of almost all medical and public health sciences together with inclusion of newer subjects like regenerative medicine/ stem cell technology and molecular medicine. The main PG research laboratory will assist in advance research of almost all basic medical sciences including Biochemistry, Physiology, Pharmacology and Pathology whereas the Molecular Medicine and Tissue Culture laboratories will help in promoting subject specific advanced research together with tissue banking and archiving which itself will facilitate the local**

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**scholars and practitioners in the subjects of oncology, tissue grafting, plastic surgery and regenerative medicine.**

**v. Human Resource Development & Capacity Building.**

Training is the most important measure to ensure quality performance in every field of service. It is the key measure for improving skill enhancement and capacity building of various cadres of employees. Unfortunately the public sector departments and the institutions are least sensitized for this pivotally important element of performance support. The budgetary allocations and organizational arrangements for a regular training system within public sector institutions or organizations are drastically low or somehow negligible. The job specific skill enhancement training, refresher courses for knowledge update, or technical training of equipment use and procedure learning are totally ignored while setting any institutional development or uplifting plans. The individual efforts for securing post graduate courses or advance learning of the academic subjects are mostly for obtaining better job positions without much consideration of performance improvement. This is one of the key reasons for deteriorating management and teaching standards in public sector education institutions.

Even in presence of highly qualified subject matter specialists, many of the institutions lack in quality education and service because these qualified people still need training how to teach effectively and to make optimum use of their knowledge and expertise. A university teacher having enormous knowledge of the subject may not teach efficiently if he is not trained in teaching methodologies especially that of Androgogy or of adult learning. Likewise managers of such institutions especially those diverted from teaching cadre and are having least exposure to management practices may not perform well until and unless provided due training.

Parallel with their own skill development and capacity building it is firmly anticipated that the proposed PG center establishment program will facilitate the faculty of PAQSJIMS in developing and imparting a wide range of skill development programs both for medics and paramedics, including nurses. The predicted instructional program will include short and long term courses especially on nutrition, biological products, small animal farming and experimentation and on regenerative and molecular medicine. Besides, short duration, on job skill enhancement courses on community centered nutritional deficiencies and supplementation will be developed for health staff of government and non-government organizations. The instructional contents and process will be kept flexible to accommodate the needs of both newly recruited employees or already practicing professionals and skilled workers. The follow up or re-makeup courses will be made part of overall capacity building program for various groups of health employees. Such skill enhancement and capacity building activities under the proposed center establishment program will appreciably add to the overall Human Resource Development within the health and education sectors. The proposed plan of establishing a post graduate education, training and research center at PAQSJIMS at Gambat while foreseeing the feeble attention of other Medical Universities in Pakistan for the emerging modern medical sciences like stem cell technology (Regenerative Medicine) or Molecular Medicine will ensure existence of a PG center catering our local and national needs. The built-in component of Human Resource Development and Institutional Capacity Building under this program will help in

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improving the teaching and training capabilities of not only PAQSJIMS Gambat but also of other sister Universities and Institutions of medical and Health Sciences.

**vi. Research**

The modern lab facilities and the hi-tech equipment deployed under the proposed development program will help in building an advance research environment among the faculties. It will encompass almost all important fields of basic, clinical and public health sciences. It will certainly be creating a synchronizing interaction between different departments and among sister Universities to introduce integrated research practices for multiple benefits with minimum investments. The lab arrangements and the equipment of the proposed project will equally benefit the faculty, research scholars and PG students in their observational and exploratory assignments. It is also anticipated that the training of research scholars in research methodologies together with availability of modern equipment will hearten action research among the practicing specialists of various therapeutic, curative and rehabilitative sciences for some significantly common public health problems. It will help in enhancing the overall community health care standards. It is confidently hoped that the end results of such locally appropriate community oriented research will assist in improving the present diagnostic and cure practices as well as in developing new diagnostic and therapeutic techniques.

**vii. Diagnostic & Specialized Cure Facilities.**

Beside its pivotal contribution in elevating the education and research capabilities, the proposed development program will surely augment the services spectrum of 750 bedded PAQSJIMS teaching hospital and will also help in introducing a wide range of modern diagnostic, therapeutic, invasive and rehabilitative techniques at a very cost effective range to general masses. Such modern and précised diagnostic capability together with better cure facilities will lead to improved prognosis of even very convoluted ailments. The availability of modern equipment in a public sector medical institution will enable the well qualified and skilled professionals to provide quality services to the needy patients who otherwise cannot have such due to their economical vulnerability. It will also help the foreign qualified senior specialists for glib transfer of modern techniques and skill to the practicing local professionals. It is virtually impossible to describe individually the possible diagnostic and cure facilities of different components of the proposed development program in one document alone, even than it can firmly be assured that most of the program component will be able to impart state of the art services of their relevant discipline along with performance excellence of globally accepted standards.

**PROJECT COMPONENTS:**

S.No.	Project Components	Area in sft
1	Main Admin / Scientific staff offices (Ground Floor)	18,250
2	Academic Block (First Floor)	18250
3	Molecular medicine Laboratory	3,500
4	Stem Cell / Tissue Culture Laboratory + Animal Cages	7,000
5	Post Graduate Research Laboratory	3,500
6	Single Bed PG 50 Room Hostel	31,000
7	Staircase, Emergency Exit (2), Lift Well, Toilets (2 Male, 2 Female) Block, Handicap Toilet (2), & Utilities Rooms, (HVAC, Electricity, Networking, CCTV on ground and first floor.	2.300
8	HVAC System	
9	Bio-safety Air Tight Doors	12
10	Laminar Flow hoods on Work Stations	5

**SCOPE OF SERVICES:****Survey & Investigation:**

- i. Detailed Topographic survey of the project
- ii. Geo-Technical investigation of sites including field or laboratory tests, necessary for determining/recommending safe bearing capacity of the soil for the project.
- iii. Report regarding soil/ rock formation.
- iv. Study/ determination of the site with respect to seismic zoning.

**Preliminary Design Stage including Basic Medical Equipment Planning:**

- i. Evaluating the client's requirement analytically and technically for preparation/ presentation of concept clearance plan to client/ end users while designing and planning of the project.
- ii. Master Planning of the Project.
- iii. Preliminary architectural design/ outline proposal i/c 3D views of project components.
- iv. Laboratory Equipment Planning of the Project.

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- v. Evaluating feedback of the client for further improvement in the design.
  - vi. Making final presentation after incorporating feedback of the client.
  - vii. The architectural design of the above mentioned buildings should be in harmony with the architecture of PAQSJIMS.
  - viii. Attending meetings along with client with higher education commission for approval of the final design from HEC and Planning Commission.
  - ix. Changes suggested by HEC and Planning commission will be incorporated by the consultant without any additional cost.

**Design Development Stage:**

The Consultant shall prepare the following documents for the project while taking into consideration the local specifications and guidelines of the national/local Construction/building regulations, laws, codes of practice in force in the country with particular emphasis on resistance to earthquakes, fire protection, environment and safety of persons using facilities and adjacent community, accessibility to the people with special needs, and hygienic conditions:

- i. Detailed architectural drawing of the project.
- ii. Detailed structural drawings of the project.
- iii. Detailed electrical drawings of the project.
- iv. Detailed drawings of networks for communications, building management system and other systems.
- v. Detailed HVAC/mechanical drawings of the project.
- vi. Detailed Plumbing drawings of the project.
- vii. Technical specifications covering all civil electrical mechanical related work of the project.
- viii. Bill of quantities for each component of the project.
- ix. Tender Documents as per PEC relevant approved standards bidding documents of the project.
- x. External development including landscaping in harmony with the existing built environment of the PAQSJIMS for the project.
- xi. Preparation/ Finalization of Laboratory Equipments/ Furniture as per latest available equipments in local and international market.
- xii. Any other document necessary for the tender process & construction permit of the project.

Note:

- Drawings should include Tender/ Working drawings and 3D models
- The Consultant shall conduct soil test on the site to determine its bearing capacities prior to carrying out the structural design of the project.
- The consultant shall carry out Topographic survey.

**Assistance for developing the tender documents:**

- i. Preparation of bidding documents for the project components included in the PC-I with specific provision to minimize disruption/damage to the environment and local settlements due to construction.

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- ii. To assist the client in pre-qualification/post-qualification of Contractors by adopting standard procedures and relevant bidding documents as per rules (if required).
  - iii. To prepare NIT as per requirement of the project. Preparation and signing of Bid Evaluation Report, including attending bid opening meeting.
  - iv. Preparation, submission & signing of contract agreement with the contractor on the Prescribed PEC/PPRA 2004 standard format with the approval of PAQSJIMS.

**Detailed Construction Supervision Stage:**

- i. The quality and quantity assurance shall be the responsibility of the consultants being the Engineer In charge of the project.
- ii. Fixation of actual date of commencement of the work at the site of buildings.
- iii. Full time supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the above scope of the work.
- iv. Developing and ensuring Quality Assurances mechanism as per Engineering/ Architectural standards.
- v. Expediting progress at the site as per work plan & to take all possible measures to get the project completed within stipulated time period.
- vi. Preparation & Presentation of monthly progress report or any review/ report requested by the client of the project as per approved format of the planning commission.
- vii. Verifying measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors/ Subcontractor(if any) as per Government rules/ standard procedure set by the department.
- viii. In case of finished product, the consultant will be bound to provide his services for inspection of the finished products before delivery at the manufacturing site.
- ix. The detailed construction supervision shall include monitoring of contractors planning/ programming, guidance, inspection, monitoring of construction activities, contractor's performance, quality/quantity control, implementation of work plans, drawings, design and specification, verification of variation orders including drawing/sketches, correspondence with the contractor in capacity of the Engineer In charge, and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest.
- x. Supervision at multiple stages for supply/installation of Equipments and Furniture.

**Record Keeping:**

- i. To take/verify measurement of above mentioned components and keeping appropriate records of these, which are to be in soft form as well as its record entry in standard Measurement book (MB) of the Government.
- ii. To maintain day to day project diary, correspondence and others which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractors, and resolving queries arising in connection with execution of the works.

**Safety:**

- i. To supervise the contractor in all matters concerning safety and care of the works including Environment, health and safety requirements as per the details provided in the ESMP of HEC.

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- ii. To direct the contractor to carry out all such work as may be necessary in the opinion of the Engineer to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and advise Client thereof as soon.
  - iii. To ensure that the contractor complies with the provision of ESMP in true spirit

**Overall contract Management:**

- i. To arrange monthly review meetings with the contractors, client and others;
- ii. To carry out generally all the duties of the Engineer as specified in the construction contract;
- iii. To issue necessary notices to the contractor as may be required under the construction contract;
- iv. To process the contractor's possible claims as per contract agreement
- v. To issue a variation order up to permissible limit which has financial implications subject to prior approval in writing of the client.
- vi. To determine extension of time based on cogent reasons, with or without liquidated damages, subject to prior approval of the client, with appropriate justification and record.
- vii. To advise/assist the client in case of any arbitration or litigation in court of law

**Financial Management:**

- i. To check the contractor's bills for the work done of the civil work components and issue Interim Payment Certificates.
- ii. To recommend to client any liquidated damages to be claimed from the contractor or other actions which should be taken against the contractor under the construction contract.
- iii. Consultant will be responsible for any incorrect measurement/subsequent payment.

**Approval and certificates:**

- i. To inspect the performance of the works with regard to workmanship and compliance with the specification and to order, to supervise or perform tests on materials and other work and to approve or disapprove the contractor's work and, if appropriate, his plant and equipment.
- ii. To certify work volume and Interim Certificates for payments.
- iii. To certify completion of part or all of the works, prepare punch list for payment to the contractors.
- iv. To order test of materials and completed works, and ordering removal of materials or works, which do not comply with specified requirements
- v. To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and/or work.
- vi. To assist in the transfer of the project from the contractor to client.

**Overall Project Management:**

- i. To support client to carry out overall monitoring and feedback.
- ii. Overall management of the project on the Project management software as per the latest industrial trends.
- iii. To establish system for recording data and statistics for such monitoring.

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- iv. To provide client with complete records and approved contractor's as built drawings for the work.
  - v. To prepare completion report for the Project, including information on a contract-wise basis in a form acceptable to client and carry out project benefits monitoring and evaluation before and after civil works construction in accordance with the agreed format.

**Post completion Stage:**

- i. Submission of as built drawing/ inventories/ Project completion report/ PC-IV after successful completion of the project/ components.
- ii. The consultants will periodically visit completed projects during the one year defect liability period for prompt & efficient maintenance work through the contractor.
- iii. Processing and recommendation of contractor's security after successful completion of Defect Liability period.
- iv. The consultant will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the "Engineer In charge" of the Project.

## REPORTING REQUIREMENTS

The Consultants shall submit the following reports:-

Submission/Reports	Number of Hard Copies	Due Date
Detailed Topographic Survey (Hard & Soft Format)	03	Within 7 days from letter of acceptance
Master Plan of the Project, Preliminary architectural design/ outline proposal i/c 3D views of above mentioned project components (Hard & Soft Format)	05	Within 15 days after kick off meeting with client/ User and completion of topographic Survey
Updated Master Plan and Preliminary design on the basis of clients input for submission to HEC (Hard & Soft Format)	10	Within 7 days after receiving of clients input on submitted Master Plan and Preliminary Design
Updated Master Plan and Preliminary design on the basis of HEC inputs for final approval (Hard & Soft Format)	10	Within 15 days after receiving of HEC input on submitted Master Plan and Preliminary Design
Final Laboratory Equipment Planning (Hard & Soft Format)	03	Within 1 month after approval of Master Plan & Preliminary design by the Client & HEC.
Soil Test Report	05	Within 1 month after approval of Master Plan & Preliminary design by the Client & HEC.
Detailed Architectural & Structural drawings along with Structural design calculations (Hard & Soft Format)	05	Within 2.0 month after approval of Master Plan & Preliminary design by the Client & HEC.
Detailed MEP design/ drawings (Hard & Soft Format)	05	Within 1.5 month after approval of Master Plan & Preliminary design by the Client & HEC.
Detailed Cost Estimate, based on the Current Schedule of Rates PPWD, and market rates for non-scheduled items	01	Within 01 months after approval on detailed architecture, Structure and MEP drawings by the client.
Bidding Documents containing Tender Drawings, Conditions of Contract, Specifications, Bill of Quantities, etc.	05	Within 15 days after approval of Engineer's Estimate by the client/ competent forum
Bid Evaluation Report	01	Within a week time after opening of financial bid of the contractors.
Finalization of Laboratory Equipments/ Furniture and Tender documents	05	Will be decided during execution of work.
Verified Progress Report (Hard/Soft) (Monthly)	03	On every 5th day of the month.
Interim/ Final Payments of the constructors	03	On every 15th day of the month.
Variation order	03	Before execution at the site
Submission of Verified as Built Drawings of the project prepared by the contractor	03	One month after completion of project.
Handing/Taking over Certificate	03	Immediately after completion of the project.
Project Completion Report.	03	On completion of Defect liability period.

## DETAILS OF KEY STAFF

### A) PROPOSED PROJECT STAFF FOR DESIGN PHASE

S.NO	DESIGNATION	QTY	EXPERIENCE
1	Team Leader/ Project Manager	1	Professional Engineer (Civil) with Master in Civil Engineering having min. 10 year experience as a Team leader/ Project Manger
2	Healthcare Planner	1	Professional Architect with Masters having min. 10 year relevant experience
3	Project Architect	1	Professional Architect with min. 10 year relevant experience
4	Structural Engineer	1	Professional Engineer (Civil) with Masters in Structural Engineering having min. 10 year experience as a Structural Engineer
5	Electrical Engineer	1	Professional Engineer (Electrical) with min. 10 year relevant experience
6	Laboratory Equipment Specialist	1	Professional Engineer (Bio-Medical) with min. 10 year relevant experience
7	Contracts Manager	1	Professional Engineer (Civil) with Master/ MBA in Management having min. 10 year experience as Contracts Manager

### B) PROPOSED PROJECT STAFF (DETAILED SUPERVISION STAGE):

S.NO	DESIGNATION	QTY	EXPERIENCE
1.	Resident Engineer	1	Professional Civil Engineer with min. 10 year relevant experience
2.	Assistant Resident Engineer	1	Professional Civil Engineer with min. 7 year relevant experience
3.	Site Inspector (Civil)	2	DAE Civil with min. 5 year relevant experience
4.	Site Inspector (Electrical)	1	DAE Civil with min. 5 year relevant experience
5.	Quantity Surveyor	1	DAE Civil with minimum 5 year relevant experience

Note:- Staff hiring/removal for the project concerned for the Design & Construction supervision and maintenance stage will be subject to prior approval of the client.

**Estimated Man months of Key Personnel- Design Phase**

S.No.	Detail of Key Personnel	Man – Months		Total Man-Months
		Design Phase	Supervision Phase	
1	Team Leader/ Project Manager	06	06	12
2	Healthcare Planner	03	06	09
3	Project Architect	03	06	09
4	Structural Engineer	02	06	08
5	Electrical Engineer	02	04	06
6	Laboratory Equipment Specialist	02	04	06
7	Contracts Manager	03	03	12
<b>Sub-Total</b>				<b>62</b>

Client have provided tentative/ Minimum Man-Months duration. The Consultant shall review and consider all technical and allied staff man-months needed to complete the assignment while preparing the financial bid. No other payment shall be made separately.

**Estimated Man months of Personnel- Supervision Phase**

S.No	Detail of Technical Staff	Total Man – Months
1	Resident Engineer	42
2	Assistant Resident Engineers	42
3	Site Inspector (Civil)	42
4	Site Inspector (Electrical)	42
5	Quantity Surveyor (1)	42
<b>Sub-Total</b>		<b>210</b>

Note: the consultant has to ensure availability as per above approved HR plan. In case of any deviation the client has the right to deduct the questionable amount from the IPC of the consultant.

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REQUEST FOR PROPOSAL

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**FORM OF CONTRACT**

**SECTION -6**

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[Details to be finalized by the users]

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FORM OF CONTRACT  
**CONSULTANCY AGREEMENT**

Name of Work:

**“Establishment of Post Graduate Education and Research Center at Pir Abdul Qadir Shah  
Jilani Institute of Medical Sciences at Gambat, District Khairpur, Sindh, Pakistan”**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of the month of \_\_\_\_\_ 2021, between, on the one hand **The Director, PAQSJIMS, Gambat, District Khairpur** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **M/S: \_\_\_\_\_** hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties 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;

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written. (This agreement contains 39-pages that may be referred to in the preceding Article).

For and on behalf of <b>Client</b>	For and on behalf of <b>Consultant</b>
<p><b>Represented by</b></p> <p>Signatures _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>NIC _____</p>	<p><b>Represented by</b></p> <p>Signatures _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>NIC _____</p>
<p><b>WITNESS</b></p> <p>Signatures _____</p> <p>Name _____</p> <p>Designation _____</p> <p>N.IC _____</p>	<p><b>WITNESS</b></p> <p>Signatures _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>NIC _____</p>

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GENERAL CONDITIONS OF CONTRACT

1. **GENERAL PROVISIONS**
2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
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7. **SETTLEMENT OF DISPUTES**
8. **INTEGRITY PACT**

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## 1. GENERAL PROVISIONS

### 1.1 Definitions

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 the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and / or Provincial Government(s);
- (g) "'Foreign Currency'" means currency other than the currency of Islamic Republic of Pakistan
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC is amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (n) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (o) "Project" means the work specified in SC for which engineering consultancy services are desired.

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- (p) "Contractor" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

The Services shall be performed at such locations as are specified above and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.8 Leader of Joint Venture**

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

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

## **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (04) weeks 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 except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

## **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6. The term "Completion of Services" is as specified in the SC.

## **2.5 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) The Consultants shall inform the Client of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) The Client shall extend the time for Completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and 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 actions (except where such strikes, lockouts or

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other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time**

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.

### **2.7.4 Payments**

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

### **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### **2.9 Termination**

#### **i. By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified

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in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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 Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

**ii. By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause 7 hereof.

**iii. Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to

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keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

**iv. Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be proportioned.

**v. Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3. OBLIGATIONS OF THE CONSULTANTS**

**i. General**

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

**ii. Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

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**iii. Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within (02) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**iv. Liability of the Consultants**

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (01) year from the stipulated date of completion of construction or after three (03) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second Para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first Para above and exceeding the limits set forth in second Para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth Para above shall be borne by the Client.

**v. Other Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**vi. Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such Personnel as are listed merely by title but not by name;

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(b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;

(c) Any other action that may be specified in the SC.

**vii. Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in the RFP documents.

**viii. Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

**ix. Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**x. Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

**4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

**i. Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel. The Key

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Personnel and Sub-consultants listed by title and/or by name, as the case may be, are deemed to be approved by the Client.

**ii. Removal and / or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

**5. OBLIGATIONS OF THE CLIENT**

**I. Assistance, Coordination and Approvals**

**i. Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, available with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) Provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

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## **ii. Co-ordination**

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

## **iii. Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

## **II. Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

## **III. Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

## **IV. Services and Facilities**

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described at the times and in the manner specified in the RFP documents, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

## **V. Payments**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 2.8, 2.9 and 3.0 of this Contract.

## **6. PAYMENTS TO THE CONSULTANTS**

### **I. Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in RFP documents. Other reimbursable direct costs expenditure, if any, is specified

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in the SC. The Contract Price may only be increased above the amounts stated in Sub-Clause 2.8 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4, or 6.6..

## **II Contract Price**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

## **III Terms and Conditions of Payment**

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

## **IV Period of Payment**

- (a) Payments to the Consultants shall be affected within the period specified in the SC, after the signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

## **V Delayed Payments**

If the Client has delayed payments, without assigning any reasonable charges of shortfalls on the part of consultants or otherwise, beyond the period stated in paragraph of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the Special Condition (SC).

## **VI Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in RFP documents;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client

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within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates if Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## **VII Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

## **7. SETTLEMENT OF DISPUTES**

### **I Amicable Settlement**

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

### **II Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

## **8. INTEGRITY PACT**

**I** If the Consultant or any of his Sub Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as part of this Form of Contract, then the Client shall be entitled to:

- i. Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub Consultant, agents or servants;
- ii. Terminate the Contract; and
- iii. Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub Consultant, agents or servants.

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On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

REQUEST FOR PROPOSAL

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## SPECIAL CONDITIONS OF CONTRACT

### Definitions

- 1.6 Authorized Representatives**
- 1.7 Taxes and Duties**
- 1.8 Leader of Joint Venture**
- 2.1 Effectiveness of Contract**
- 2.2 Termination of Contract for Failure to Become Effective**
- 2.3 Commencement of Services**
- 2.4 Expiration of Contract**
- 2.6 Extension of Time for Completion**
- 3.5 Consultants' Actions Requiring Client's Prior Approval**
- 3.7 Documents Prepared by the Consultants to be the Property of the Client**
- 5.1.1 Assistance**
- 5.1.2 Coordination**
- 5.1.3 Approvals**
- 6.2 Contract Price**
- 6.3 Terms and Conditions of Payment**
- 6.4 Period of Payment**
- 6.5 Delayed Payment**
- 7.2 Dispute Settlement**

6.2 (a) Only local currency is used i.e. Pak Rupees

**1.1 Definitions**

(p) "Project" means “

**1.6 Authorized Representatives**

The Authorized Representatives are the following:

**For the Client:**

**Director,  
PAQSJIMS, Gambat.**

Telephone: \_\_\_\_\_

**For the Consultant: Executive Director,**

**M/S:** \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1.7 Taxes and Duties**

All services provided by the consultant shall include all taxes imposed on the consultancy services, (FBR, SRB, etc.), stamp duties or any other tax or duties applicable on the services to be rendered. If any new tax or duty is imposed then the client will add the amount before deduction of the same.

**1.8** Leader of the Joint Venture: the leader of Joint Venture is .....

**2.1 Effectiveness of Contract**

The contract shall come into force and effect on the date of the client’s notice to the consultants instructing the consultant to begin carrying out the services pursuant to clause 2.3 below.

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be (30) days or such other period as the parties may agree in writing.

## **2.3 Commencement of Services**

The Consultants shall commence the Services for Design Phase within Fifteen days (15) days after the signing the contract agreement between the parties. The commencement of construction supervision services shall be the date as per actual commence of work at the site by the contractor.

## **2.4 Expiration of Contract**

The period of completion of Services shall be:-

- I. Design Phase:** 06-months: starting within 15 days after signing of the contract agreement between the parties.
- II. Construction Supervision Phase:** 42-months: starting from the date of actual commencement of work at the site by the Contractor till verification of final bill of the contractor.
- III. Post completion Phase:** starting from the date of issuance of taking over certificate till expiration of Defect liability period for the work.
- IV. "Completion of Services"** means final deliverable of the project to the client.

## **1.4 Liability of the Consultants:**

- I.** The client is obliged to rely on the information, submission, reporting, recommendations and advices made by the consultants or their sub-consultants, for the consequences thereof, the consultants shall be responsible and they shall make the client harmless.
- II.** The consultants shall be responsible for, and shall indemnify the client from and against any and all risk, claims, liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the client arising from the negligent acts of the consultants in the performance of professional services under this contract.
- III.** The consultants shall afford response and defense to any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.
- IV.** The consultants shall furnish professional indemnity insurance for design work issued by Insurance Company having at least AA rating from Pakistan Credit Rating Agency (PACRA)/ Japan Credit Rating (JCR) in favor of the client valid for completion services.

## **1.5 Insurance to be taken out by the consultants:**

The risks and the coverage shall be as follows:

Insurance against loss of or damage to equipment purchased for the project if any in whole or in part with funds provided under the contract.

## **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- 
- i) Issuing Variations Orders in respect of:
    - a) Additional items of Works as determined by the Engineer to be necessary for the execution of Works.
    - b) Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
    - c) Any item of Works covered under Provisional Sums
  - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
  - iii) Details of any nominated sub-contracts.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
    - a) Adverse Physical Conditions and Artificial Obstructions
    - b) Suspension of Works
    - c) Bonus and Liquidated Damages
    - d) Certificate of Completion of Works
    - e) Defects Liability Certificate
    - f) Forfeiture
    - g) Special Risks
    - h) Frustration
  - vi) Final Measurement Statement
  - vii) Release of Retention Money
  - viii) Approving extension of time.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

**3.10** Accounting, inspection and auditing: The consultants shall keep accurate and systematic accounts and records in respect of the project with internationally accounting and book keeping principles, clearly identifying all charges, costs, approvals and payments devices in accordance with the provision as contained in the Audit Manual, Audit Code and Government Financial Code and Regulations.

**4.3** Approval of personnel: The consultants shall employ/deploy suitable key personnel on the project from their existing regular /contract staff or they shall employ suitable and qualified personnel from open market on contract basis for the currency of the project, duly approved by the Client.

**4.6** The consultants shall act as “The Engineer Incharge”

Name \_\_\_\_\_ Address \_\_\_\_\_ of the  
Consultants’ Engineer Incharge.

### **5.1.1 Assistance**

The Client shall make available immediately after issuance of letter of Award, all existing

data, information, studies and reports available with Client and other inputs to assist the Consultant in obtaining permits needed to carry out the services and make available relevant project data and reports.

### 5.1.2 Coordination

The Client shall assist the Consultant in obtaining any data, approval / clearance relating to the services as required from the concerned departments and other agencies such as (but not limited to):

1. Local Government
2. WAPDA
3. SSGC
4. PTCL etc.
5. Any other agent

### 5.1.3 Approvals

The Client shall accord the approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

### 6.2 Contract Price

The contract price is defined as “percentage for design Phase and lump sum cost for supervision phase as per financial proposal”. The Consultants' total remuneration shall not exceed the Contract Price and shall include all Salary Cost, Direct Cost (Non Salary Cost, overheads & Contingencies & there will be no additional payment admissible on part of the client).

If the consultant fails to complete any activity or part of activity the client reserve the right to execute the same at the consultant risk & cost

The break-up of Total Consultancy fee shall be as under:-

S.No.	DESCRIPTION	AMOUNT (Rs.)	
		Rs. In figures	In Words
1	Consultancy Charges for Feasibility & Design Stage as per Form A		
2	Consultancy Charges for Supervision Stage as per Form B		
	<b>Total Lump Sum Cost (1+2)</b>		

### 6.3 Terms and Conditions of Payment

*For Feasibility, Planning and Design Phase:*

Remunerations for Feasibility and design services will be payable as under:

1	At submission of Inception report	10% of Design Fees
2	At submission of Detailed Topographic Survey	05% of Design Fees
3	At submission of Preliminary Conceptual Design and Master Plan of the Project	20% of Design Fees

4	At approval of Preliminary Conceptual Design & Master Plan	20% of Design Fees
5	At completion of Geo-Technical Investigations for the project	10% of Design Fees
6	At completion of detailed design/ drawings	20% of Design Fees
7	At completion of engineers estimate	5% of Design Fees
8	At completion of tender documents including B.O.Q, specifications, conditions of contract, etc.	5% of Design Fees
9	At award of work to contractor	5% of Design Fees

***For Construction Supervision Phase:***

Will be paid on monthly basis as per the financial bid.

**Notes: Adjustment in remuneration for construction supervision services payments shall be made in the following scenario as follows:-**

- I. It is agreed if any staff member of the consultants during design or supervision phase is not available due to any reason, whatsoever the client shall be at liberty to make deductions from the Consultants bills.
- II. The consultancy supervision fee after expiry of the scheduled completion period, due to delay caused on the part of the contractor, if claimed by the consultants and found justified by the authorities then the consultancy charges for the remaining work will be borne by the contractor.

**6.4 Period of Payment**

All payments shall be made to the Consultant within twenty-eight (28) days of submission of invoice.

**6.5 Delayed Payment**

All payments for completed works will be made after release of funds from the funding agency.

**7.2 Dispute Settlement**

Venue of arbitration shall be PEC Head Quarter Islamabad.