Request for Proposal

Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU) (Consultancy Services)

National

Single Stage-Two Envelope



November 19, 2026

Higher Education Commission (HEC) (Higher Education Commision (HEC)),Assistant Director
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Higher Education Commission (HEC) (Higher Education Commision (HEC))** has reserved Funds for the procurement planned for FY **2026-27**. The **Higher Education Commission (HEC) (Higher Education Commision (HEC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)**" with the reference of **"P134053"**

2. The **Higher Education Commission (HEC) (Higher Education Commision (HEC))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

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

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/134053**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, November 30, 2026 11:30 AM**. Proposals will be opened on the same day at **Monday, November 30, 2026 12:00 PM**. Manual submission of RFPs

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

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

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Instructions to Bidders

A. General Provisions

1. **Introduction**

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

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

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

2. **Corrupt and Fraudulent Practices**

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

B. Preparation of Proposals

3. **General Considerations**

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

4. **Language**

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

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

Documents Comprising the Proposal

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

6. **Only One Proposal**

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

7. **Proposal Validity**

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

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

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

7.4. **Extension of Validity Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Financial Proposal**

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

12. **Taxes**

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

13. **Currency of Proposal**

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

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

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

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

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

15. **Opening of Proposal**

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

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

16. **Evaluation of Technical Proposals**

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

17. **Opening of Financial Proposals**

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

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

18. **Correction of Errors**

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

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

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

19. **Conversion to Single Currency**

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

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

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

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

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

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

20.3. **Least-Cost Selection.**

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

D. Negotiations and Award

21. **Negotiations**

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

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

22. **Availability of Key Experts**

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

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

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

23. **Award of Contract**

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

24. **Grievance Redressal Mechanism**

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

25. **Mechanism of Blacklisting**

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

26. **Environmental objectives**

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

Bid Data Sheet

Proposal Data Sheet (BDS)

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

BDS Clause Number
ITB Number

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

A. General

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Higher Education Commission (HEC) (Higher Education Commision (HEC))**

The subject of procurement is: **Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)**

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

Name and identification number of the Contract: **P134053**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 27, 2026
Pre-Bid Meeting: Tuesday, November 24, 2026 11:00 AM
Venue: New Data Centre , IT Division, Sector H-9, HEC, Islamabad
Meeting Link: https://teams.microsoft.com/meet/455210951851678?p=PBmZMbLUC9U8j7eOwj

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

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

BDS Clause Number 4
ITB Number 6.1

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

BDS Clause Number 5
ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 6
ITB Number 9.1

List of documents required along with the bid:

1. Technical Proposal Forms: Form A (Schedule of Assignments), Form B (Key Personnel Summary) and, where the Bidder is a joint venture, Form C (Joint Venture Declaration). Completed in full, signed and stamped by the authorized signatory.

2. Methodology and Work Plan on the Bidder's letterhead, not exceeding ten (10) pages excluding the activity schedule and staffing input schedule, and including the activity schedule, the staffing input schedule by position, and the quality assurance and internal review arrangements.

3. Conflict-of-Interest Declaration confirming that neither the Bidder nor any of its proposed experts is involved, directly or indirectly, with any Principal Investigator, university or industry partner connected with the NRPU projects under evaluation.

4. Bid security of PKR 300,000 in the form of a pay order or bank draft from a scheduled bank in favor of Director General (Finance), Higher Education Commission

BDS Clause Number 7
ITB Number 10.2

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

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

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

BDS Clause Number 8
ITB Number 10.5

The price shall be **Fixed**.

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

BDS Clause Number 9
ITB Number 11.1

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

see Eligibility Criteria

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

C. Submission, Opening and Evaluation

BDS Clause Number 11
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Higher Education Commission (HEC)**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Demand Draft**

BDS Clause Number 12
ITB Number 13.1

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

BDS Clause Number 13
ITB Number 14.1

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

Central Procurement Cell, Sector H-9, Islamabad Capital Territory

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

The deadline for Bids submission is: **Monday, November 30, 2026 11:30 AM**

BDS Clause Number 14
ITB Number 15.1

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

Day *:* ***Monday***

Date: ***Monday, November 30, 2026***

Time *:* ***12:00 PM***

BDS Clause Number 15
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 16
ITB Number 21.5

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Demand Draft**

G. Review of Procurement Decisions

BDS Clause Number 17
ITB Number 24.1

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

Eligibility Criteria

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

Required Registration
FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Must not have been blacklisted or debarred by any government, semi-government, autonomous or international organization in Pakistan. An undertaking confirming that the firm has not been blacklisted, and is not involved in litigation that may affect its performance.	Yes
Key Resource(s): Bidder must propose one named individual against each position, each a different person, with a signed CV and attested degree certificate. Relevant experience means professional experience in evaluation, impact assessment, research or data collection. 1. Team Leader - PhD, 10 yrs. 2. Evaluation Expert - PhD, 5 yrs. 3. Data/Statistical Expert - Master's, 5 yrs. 4. Field Survey Coordinator - Master's, 3 yrs. All four shall be listed on Form B (Key Personnel Summary).	Yes

Joint Venture (1 of 4) : Where the bidder is a joint venture, all of the following must apply: A joint venture agreement, or a letter of intent signed by all members, shall be submitted with the proposal, identifying the Lead Member and stating each member's share. All members shall be jointly and severally liable for performance of the contract. The joint venture shall comprise not more than three (03) members. A joint venture shall submit Form C (Joint Venture Declaration).	Yes
Joint Venture (2 of 4) : The Lead Member must have held at least one (01) contract for the evaluation of a research or commercialization project or programme, as sole consultant or leading partner of a joint venture. Contract value Rs. 5 million or above; completed on or after 1 July 2016, or started on or after that date and ongoing. Submit the contract or work order showing the Lead Member’s role, and a client certificate. Identify the contract at Part C.2 of Form C.	Yes
Joint Ventures (3 of 4) : The Team Leader shall be an employee of the Lead Member.	Yes
Joint Ventures (4 of 4): Each member shall separately satisfy the requirements of registration, tax status and non-blacklisting stated above. No firm may participate in more than one joint venture, nor both individually and as a member of a joint venture, for this assignment. Where a firm does so, all proposals in which it participates shall be declared non-responsive.	Yes
The participating bidders must be registered with SECP or Registrar of Firms.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria : Consultant Profile (10 Marks)	
A1.1 : Length of Incorporation as Company/firm or Registration/Licensing (Years) - Provide the relevant documentary evidence (From date of registration from SECP or Registrar of Firms). - Where the applicant is a joint venture, this criterion is assessed on the Lead Member only. (Quantitative)(Doc Required) 15 years or above **(3)** 10 years to below 15 **(2)** Below 10 years **(1)**	3

A1.2 Regional Presence / Province wise. Number of provinces or territories with an established office. An established office means a registered business address. For this purpose, provinces and territories are Punjab, Sindh, Khyber Pakhtunkhwa, Balochistan, Islamabad Capital Territory, Azad Jammu & Kashmir, and Gilgit-Baltistan. Where the applicant is a joint venture, the offices of all members are counted collectively, each province or territory counted once. (Quantitative)(Doc Required) More than five **(3)** Four or Five **(2)** Two or three **(1)**	3
A1.3 Average Annual Turnover, last three completed financial years. Documentary evidence required: audited financial statements for the last three completed financial years, duly audited by a Chartered Accountant firm, accompanied by a turnover certificate on company letterhead countersigned by the firm's auditor stating the three-year average. Where the applicant is a joint venture, the average annual turnover of all members is aggregated, and each member shall submit the above evidence in its own name. (Quantitative)(Doc Required) Rs. 20 million or above **(4)** Rs. 10 million to below Rs. 20 million. **(2)** Below Rs. 10 million **(1)**	4
Specific experience of the Consultant (as a firm) relevant to the Assignment : 40 Marks	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

A2.1 : Number of specific studies related to data collection or feasibility studies undertaken in the education sector. Conditions: 1. Contract value Rs. 5 million or above. 2. Completed on or after 1st July 2016 or initiated on or after that date and currently ongoing. 3. Documentary evidence: contract or work order showing client, scope, value and dates. A certificate confirming completion or for ongoing assignments that it is in progress. An assignment without both is not counted. 4. Assignments shall be listed on Form A (Schedule of Assignments), indicating against each assignment the criterion under which it is nominated. Only assignments listed on Form A and supported by uploaded evidence will be counted. 5. No assignment may be counted under more than one of A2.1, A2.2 and A2.3. 6. Joint ventures: assignments of all members are counted collectively; the same assignment is counted once. 7. An assignment means a single contract or work order, whatever its duration or number of components. (Quantitative)(Doc Required) More than 10 **(20)** 6 to 10 **(15)** 3 to 5 **(10)** 1 to 2 **(5)**	20

A2.2: Number of evaluation studies undertaken of research projects or programmes. A research project or Programme means one whose objectives include the funding, conduct or support of research. Conditions: 1. Contract value Rs. 5 million or above. 2. Completed on or after 1st July 2016 or initiated on or after that date and currently ongoing. 3. Evidence: (a) contract or work order showing client, scope, value and dates; and (b) a certificate confirming completion or, for an ongoing assignment, that it is in progress. An assignment without both documents is not counted. Assignments shall be listed on Form A (Schedule of Assignments), indicating against each assignment the criterion under which it is nominated. Only assignments listed on Form A and supported by uploaded evidence will be counted. 4. No assignment may be counted under more than one of A2.1, A2.2 and A2.3. 5. Joint ventures: assignments of all members are counted collectively; the same assignment is counted once. 6. An assignment means a single contract or work order, whatever its duration or number of components. (Quantitative)(Doc Required) More than 5 **(10)** 4 to 5 **(8)** 3 **(6)** 2 **(4)** 1 **(2)**	10

A 2.3: Number of evaluation studies undertaken of commercialization projects or programmes. A commercialization project or Programme means one whose objectives include the translation of research or technology outputs into commercial, industrial or practical application, including technology transfer, patenting, licensing, prototyping, incubation, start-up formation or industry-academia collaboration. 1. Contract value Rs. 5 million or above. 2. Completed on or after 1st July 2016 or initiated on or after that date and currently ongoing. 3. Evidence: (a) contract or work order showing client, scope, value and dates; and (b) a certificate confirming completion or, for an ongoing assignment, that it is in progress. An assignment without both documents is not counted. Assignments shall be listed on Form A (Schedule of Assignments), indicating against each assignment the criterion under which it is nominated. Only assignments listed on Form A and supported by uploaded evidence will be counted. 4. No assignment may be counted under more than one of A2.1, A2.2 and A2.3. 5. Joint ventures: assignments of all members are counted collectively; the same assignment is counted once. 6. An assignment means a single contract or work order, whatever its duration or number of components. (Quantitative)(Doc Required) More than 3 **(10)** 3 **(8)** 2 **(6)** 1 **(4)**	10
Proposed Methodology and Work Plan in accordance with TORs – Max Marks – 35	
A3.1 : Technical Approach and Methodology: Sub-Criteria : Understanding of the assignment and the NRPU Programme Scored 0, 2 or 4 — see Annexure-C. (Qualitative)(Doc Required)	4
A3.1 : Technical Approach and Methodology: Sub-Criteria : Proposed evaluation approach and basis of assessment. Scored 0, 3 or 6 — see Annexure-C. (Qualitative)(Doc Required)	6
A 3.1 : Technical Approach and Methodology: Sub-Criteria : Sampling approach and coverage of the project portfolio Scored 0, 3 or 5 — see Annexure-C. (Qualitative)(Doc Required)	5

A3.1 : Technical Approach and Methodology: Sub-Criteria : Approach to assessing research outputs. Scored 0, 3 or 5 — see Annexure-C. (Qualitative)(Doc Required)	5
A3.2 : Work Plan and Timeline: Sub Criteria : Activity schedule aligned to the deliverables and timelines in the TOR. Scored 0, 3 or 6 — see Annexure-C. (Qualitative)(Doc Required)	6
A3.2 : Work Plan and Timeline: Sub Criteria : Staffing input schedule by position Scored 0, 3 or 5 — see Annexure-C. (Qualitative)(Doc Required)	5
A3.2 : Work Plan and Timeline: Quality assurance and internal review arrangements Scored 0, 2 or 4 — see Annexure-C. (Qualitative)(Doc Required)	4
Proposed Key resource(s) for assignment: 15	
A4.1 Proposed Key Resource(s): Team Leader - leads the assignment and is responsible for the final report. Marks are given for the number of assignments on which this person worked as team leader, project director or principal investigator, on an evaluation, impact assessment or third-party validation study. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder. (Quantitative)(Doc Required) More than 5 **(6)** 3 to 5 **(4)** 1 to 2 **(2)**	6

A4.2 Proposed Key Resource(s): Evaluation Expert - designs the evaluation approach and analysis. Marks are given for the number of assignments on which this person designed or led the evaluation approach, the analytical framework or the evaluation questions, on an evaluation, impact assessment or third-party validation study. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder. (Quantitative)(Doc Required) More than 5 **(4)** 3 to 5 **(3)** 1 to 2 **(1)**	4
A4.3 Proposed Key Resource(s): Data / Statistical Expert - responsible for sampling and quantitative analysis. Marks are given for the number of assignments on which this person did the sample design, the statistical analysis, or the management and analysis of survey or administrative data. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder. (Quantitative)(Doc Required) More than 4 **(3)** 3 to 4 **(2)** 1 to 2 **(1)**	3
A4.4: Proposed Key Resource(s): Field Survey Coordinator - plans and supervises field data collection. Marks are given for the number of assignments on which this person planned, coordinated or supervised field data collection, including training and supervising enumerators or field teams. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder. (Quantitative)(Doc Required) More than 3 **(2)** 1 to 3 **(1)**	2

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Submission of report on Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)	**Address:** Central Procurement Cell, Sector H-9, Islamabad Capital Territory **Schedule:** 52 weeks **Quantity:** 1/Qty **Quantity:** 1 Qty	1/Qty	300000 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: Submission of report on Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)

TORs (Terms of Reference):

A minimum of 25% sample size is required to evaluate the outcomes and impact of the NRPU funded projects. Sampling will be done on basis of geographical distribution, discipline-wise coverage, number of universities and completed vs ongoing projects.

1. Evaluate the awarded NRPU Projects to universities/principal investigator (PI)
2. Evaluate the employee hired under complete project direct and indirect.
3. Evaluate/verify the National/ International patent filed and granted in collaboration with industry.
4. Evaluate/verify prototype and products developed during the implementation of project.
5. Evaluate/verify the licenses issued, and marketing of research conducted by universities/principal investigators (PI).
6. Evaluate the impact being created through the project after license agreements and highlight the contributions made in the economy after the license agreements.
7. Evaluate/verify the revenue generated for the HEI/project team in accordance with the license agreement.

8. Pick and publish the lessons learned from the project which could be applied for future and to other ongoing programs.

9. To assess the outcomes of project such as:

9.1. Collaboration mechanism developed between academia, Industry or any other (national or international)

9.2. Creation of opportunities with local and international investors in R&D

9.3. Self-sustainability of university by increased research income

9.4. Internal mechanism of universities in supporting and promoting research

9.5. Development/upgradation of existing labs of universities

9.6. University mechanism for the assimilation of research.

10. What were the constraints and limitations faced by the universities during the implementation of the project and how to remove these in future program.

11. Identify the short term and long-term impact of the project in coming years.

12. Recommendation to further improve the processes and increase impact.

1.1 Evaluation of Research Outcomes and Performance:

The evaluation will focus on assessing whether the NRPU-funded projects achieved their intended research goals and objectives. This includes:

1. Research Outputs: Assessing the quality and quantity of publications, patents, technologies, and other innovations emerging from the projects.

2. Academic and Practical Relevance: Evaluating the relevance of research outcomes for addressing national and global challenges, and their contribution to the advancement of knowledge in diverse academic fields.

3. Success Indicators: Assessing key performance metrics such as the number of collaborations, technology transfers, industry adoption, and policy influence generated by the research.

1.2 Impact Assessment :

An essential part of the evaluation will be to assess the broader impact of the funded projects on society, policy, and national development. This includes:

- Long-Term Impact : Analyzing the sustainability of research outcomes, including their influence on industry practices, public policy, and community development.
- Sustainability: Assessing whether research outcomes have been maintained, scaled, or disseminated beyond the project lifecycle
- Economic and Social Benefits: Evaluating how the projects have contributed to economic growth, entrepreneurship, job creation, and technological advancement.

1.3 Funding Utilization and Suitability:

The evaluation will assess the appropriateness and effectiveness of funding allocation across projects, and whether funds were utilized efficiently to achieve the project objectives. This will include:

1. Funding Allocation: Assessing whether the funds allocated were suitable for the project scope and aligned with the research objectives..

2. Utilization: Evaluating how well the funds were spent on research activities, resources, equipment, and personnel.

3. Budget Adherence: Reviewing whether projects adhered to their approved budgets and identifying reasons for any deviations.

Brief Description

1. Background:

The National Research Program for Universities (NRPU), funded by the Higher Education Commission (HEC), has been instrumental in promoting research and innovation across universities in Pakistan. Since its inception in 2003, a total of 4,695 projects have been funded with an estimated total budget of around PKR 20 billion. These projects span multiple disciplines, including basic and applied research, and have shown promising results in advancing knowledge and contributing to societal development. Of these, 3,648 projects have been successfully completed or closed, yielding valuable research outputs.

Given the scale and significance of the NRPU program, it is imperative to assess the effectiveness, efficiency, and impact of the funding to ensure that it is being utilized optimally and to understand the broader outcomes of the research projects. This evaluation will be essential in identifying areas for improvement in the funding and administrative processes.

In order to evaluate the project's achievements a 3rd party evaluation of outcomes and impact of projects awarded under NRPU will be conducted through Consulting Firms. The Consultant will engage the Principal Investigators & their Team involved in the project along with their partner industry through Meetings/Focus Group Discussions (FGDs)/Interviews and on site verification of outcomes. Based on findings, impacts and recommendations a comprehensive report will be developed.

The Client will aid consultants in access to documents, counterparts' information, field surveys, networking assistance, Meetings/Focus Group Discussions (FGDs)/Interviews and on site verification of outcomes and other required for the services.

2.Objectives:

Output Validation: Verify and document all research outputs, including national/international patents, peer-reviewed publications, and industrial prototypes developed during project implementation.

Commercialization Audit: Evaluate the commercialization ecosystem of funded projects, specifically measuring the economic contributions, licensing metrics, and revenue splits between PIs and universities.

Socio-Economic Impact Assessment: Determine the short- and long-term impact of research interventions on local communities, national development priorities, and evidence-based public policy.

Capacity Building Evaluation: Quantify the scale of direct and indirect employment generated under the program and evaluate the upgrade of institutional infrastructure such as university labs.

Collaboration Framework Analysis: Assess the effectiveness of current industry-academia linkages and the systemic assimilation of academic research into commercial market dynamics.

Financial Stewardship Review: Appraise the efficiency of funding utilization, mapping the alignment of expenditures against approved budget lines and identifying systemic operational constraints.

Strategic Recommendations: Document critical operational lessons learned to formulate actionable recommendations for improving HEC's administrative, monitoring, and evaluation frameworks.

3.Scope of Work:

Project evaluation and validation is a pivotal component of any project; therefore, HEC intends to initiate 3rd party evaluation of outcomes and impact of projects awarded under its NRP project from qualified and reputed consultancy firm to measure the degree

of effectiveness, outcome, impact, success and identify areas of improvement.
Therefore, in order to evaluate the success of the said project, the successful bidder will be required to perform activities includingthe following:
A minimum of 25% sample size is required to evaluate the outcomes and impact of the NRPU funded projects. Sampling will be done on basis of geographical distribution, discipline-wise coverage, number of universities and completed vs ongoing projects.

1. Evaluate the awarded NRPU Projects to universities/principal investigator (PI)
2.Evaluate the employee hired under complete project direct and indirect.
3.Evaluate/verify the National/ International patent filed and granted in collaboration with industry.
4.Evaluate/verify prototype and products developed during the implementation of project.
5.Evaluate/verify the licenses issued, and marketing of research conducted by universities/principal investigators (PI).
6.Evaluate the impact being created through the project after license agreements and highlight the contributions made in the economy after the license agreements.

7. Evaluate/verify the revenue generated for the HEI/project team in accordance with the license agreement.

8.Pick and publish the lessons learned from the project which could be applied for future and to other ongoing programs.

9. To assess the outcomes of project such as:
a.Collaboration mechanism developed between academia, Industry or any other (national or international)
b.Creation of opportunities with local and international investors in R&D
c.Self-sustainability of university by increased research income
d.Internal mechanism of universities in supporting and promoting research
e.Development/upgradation of existing labs of universities
f.University mechanism for the assimilation of research.

10. What were the constraints and limitations faced by the universities during the implementation of the project and how to remove these in future program.

11. Identify the short term and long-term impact of the project in coming years.
12. Recommendation to further improve the processes and increase impact.

3.1 Evaluation of Research Outcomes and Performance:

The evaluation will focus on assessing whether the NRPU-funded projects achieved their intended research goals and objectives. This includes:

i. Research Outputs: Assessing the quality and quantity of publications, patents, technologies, and other innovations emerging from the projects.

ii. Academic and Practical Relevance: Evaluating the relevance of research outcomes for addressing national and global challenges, and their contribution to the advancement of knowledge in diverse academic fields.

iii. Success Indicators: Assessing key performance metrics such as the number of collaborations, technology transfers, industry adoption, and policy influence generated by the research.

3.2 Impact Assessment: An essential part of the evaluation will be to assess the broader impact of the funded projects on society, policy, and national development. This includes:

i. Long-Term Impact: Analyzing the sustainability of research outcomes, including their influence on industry practices, public policy, and community development.

ii. Economic and Social Benefits: Evaluating how the projects have contributed to economic growth, entrepreneurship, job creation, and technological advancement.

iii. Sustainability: Assessing whether research outcomes have been maintained, scaled, or disseminated beyond the project lifecycle.

3.3 Funding Utilization and Suitability:

The evaluation will assess the appropriateness and effectiveness of funding allocation across projects, and whether funds were utilized efficiently to achieve the project objectives. This will include:

i. Funding Allocation: Assessing whether the funds allocated were suitable for the project scope and aligned with the research objectives.

ii. Utilization: Evaluating how well the funds were spent on research activities, resources, equipment, and personnel.

iii. Budget Adherence: Reviewing whether projects adhered to their approved budgets and identifying reasons for any deviations.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Relationship between the Parties**

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

3. **Law Governing Contract**

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

4. **Language**

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

5. **Headings**

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

6. **Communications**

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

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

7. Location

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

8. **Authority of Member in Charge**

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

9. **Authorized Representatives**

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

10. **Fraud and Corruption**

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

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

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

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

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

13. **Commencement of Services**

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

14. **Expiration of Contract**

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

15. **Entire Agreement**

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

16. **Modifications or Variations**

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

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

17. **Force Majeure**

17.1. **Definition**

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

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

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

17.2. **No Breach of Contract**

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

17.3. **Measures to be Taken**

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

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

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

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

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

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

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

18. **Suspension**

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

19. **Termination**

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

a) **By the Procuring Agency**

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

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

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

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

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

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

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

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

19.2. **By the Consultant**

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

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

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

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

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

19.3. **Cessation of Rights and Obligations**

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

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

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

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

19.4. **Cessation of Services**

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

19.5. **e.Payment upon Termination**

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

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

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

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

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

20.2. **Law Applicable to Services**

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

21. **Conflict of Interests**

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

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

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

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

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

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

21.1.3. **Prohibition of Conflicting Activities**

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

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

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

22. **Confidentiality**

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

23. **Liability of the Consultant**

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

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

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

25. **Accounting, Inspection and Auditing**

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

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

26. **Reporting Obligations**

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

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

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

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

specified in the SCC.

28. **Equipment, Vehicles and Materials**

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

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

29. **Code of Conduct**

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

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

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

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

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

31. **Replacement of Key Experts**

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

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

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

32. **Approval of Additional Key Experts**

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

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

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

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

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

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

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

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

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

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

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

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

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

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

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

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

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

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

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

37. **Access to Project Site**

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

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

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

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

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

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

40. **Counterpart Personnel**

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

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

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

41. **Payment Obligation**

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

F. Payments to the Consultant

42. **Ceiling Amount**

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

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

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

43. **Remuneration and Reimbursable Expenses**

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

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

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

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

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

44. **Taxes and Duties**

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

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

45. **Currency of Payment**

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

46. **Mode of Billing and Payment**

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

expenses separately.

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

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

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

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

47. **Interest on Delayed Payments**

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

G. Fairness and Good Faith

48. **Good Faith**

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

H. Settlement of Disputes

49. **Amicable Settlement**

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

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

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

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 3.1

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

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Higher Education Commission (HEC) (Higher Education Commision (HEC)), Assistant Director Central Procurement Cell, Sector H-9, Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is:Third-Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)

Number of GC Clause 8.1

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

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

Number of GC Clause 9.1

The Authorized Representatives are:

For the Procuring Agency:

Higher Education Commission (HEC) (Higher Education Commision (HEC)), Assistant Director
Central Procurement Cell, Sector H-9, Islamabad Capital Territory
+92-317-377-6141
zalashari@hec.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

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

List here any conditions of effectiveness of the Contract]

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

Termination of Contract for Failure to Become Effective:

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

Commencement of Services:

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

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

Expiration of Contract:

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

Number of GC Clause 23

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23.1

No additional provisions.

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

Consultant's Liabilities

Commencement and duration: The Consultant shall commence the services within fifteen (15) days of the effective date of the Contract, or as mutually agreed between the parties. The total time allocated for the assignment is fifty-two (52) weeks from the date of signing of the agreement.

Commencement and duration: The timeline, work plan and activities set out in the Consultant's accepted proposal shall be discussed at a kick-off meeting and, after incorporating any agreed amendment, shall form an integral part of the Contract as the "Schedule". Where no change is made, the schedule in the Request for Proposal shall be final.

Intellectual property and Confidentiality: All intellectual property in the studies, reports, datasets, survey instruments, recordings, software and documents produced as an exclusive and direct consequence of this Contract shall be the property of the Procuring Agency. The Consultant shall deliver all such material to the Procuring Agency on completion and shall retain no copy without prior written consent.

Intellectual Property and Confidentiality: The Consultant shall not disclose any proprietary or confidential information relating to this Contract or to the Procuring Agency's business or operations without prior written consent, during the Contract period or after its expiry. The Consultant is strictly prohibited from disclosing research data, university information, financial records and unpublished research accessed in the course of the assignment.

Performance security: The performance security shall be furnished within ten (10) working days of receipt of the notification of award. It shall be returned within two (02) months after maturity of the Contract and successful completion of the assignment, after the Consultant has remedied any issues notified in the final report.

Acceptance of deliverables: Each deliverable shall be reviewed by the Technical Committee constituted by the Procuring Agency. No deliverable shall be treated as accepted until cleared in writing by the Technical Committee. Payment shall follow acceptance.

Payment: No mobilization or advance payment shall be made to the Consultant. Payment shall be made in Pakistan Rupees, by cheque against invoice, on the following schedule, in each case following written clearance of the relevant deliverable by the Technical Committee: (i) Inception Report — 10% (ii) Information and data analysis report — 30% (iii) Draft evaluation report — 30% (iv) Final evaluation report — 30%

Payment: Government taxes shall be deducted at source. The Consultant shall provide NTN/FTN and any tax exemption certificate with its invoices.

Price: The Contract is not subject to price adjustment. However, any subsequent legislation enacted, change in the rate of any indirect tax, or levy of additional tax or duty during the currency of the Contract that impacts the contract price shall be accounted for equally by both parties. The quoted price is inclusive of all applicable taxes and all out-of-pocket expenses, including transportation, local travel, surveys and meetings with stakeholders.

Changes to the Terms of Reference : Where the Procuring Agency considers a change to the agreed Terms of Reference necessary, the change may be implemented through mutual consultation of both parties and shall be recorded in writing signed by both parties

Key personnel and sub-consultants: Key personnel named in the Consultant's proposal shall not be substituted without concrete reason, prior intimation to the Procuring Agency and its written approval. The Consultant shall submit at least three profiles of any proposed replacement, which the Procuring Agency may accept or reject at its sole discretion. Any replacement shall be of equivalent or better qualification and experience.

Key Personnel and Sub-Consultants: The Consultant shall remain liable for the acts and omissions of its sub-consultants and personnel.

Liquidated damages and defective services: Liquidated damages shall be charged at 0.01% of the value of the undelivered portion per day of delay, up to a maximum of ten percent (10%) of the contract value, in the event of delay in delivery of services beyond any mutually agreed extension, or poor delivery against agreed deliverables. Liquidated damages shall be deducted from sums payable to the Consultant.

Liquated Damages and Defective Services: Where the services do not comply with the Terms of Reference, the Procuring Agency shall give notice stating the delay or the nature of the non-compliance. The Consultant shall remedy the deficiency within seven (07) calendar days of such notice. Failing compliance, the Procuring Agency may take such remedial action as may be necessary at the Consultant's risk and expense, without prejudice to any other rights it may have under the Contract.

Termination: In addition to the grounds stated in the General Conditions, the Procuring Agency may terminate the Contract on discovery of misconduct by the Consultant, including bribery, falsification of receipts, sub-contracting without prior written agreement, failure to disclose personal relationships with employees of the Procuring Agency, or any other practice the Procuring Agency deems fraudulent.

Termination: On such termination no further payment shall be due in respect of delivered or undelivered services, and the Procuring Agency may inform other public or private organizations of the reasons for cancellation. Where a force majeure event continues for more than three (03) months (90 days), the Procuring Agency may terminate the Contract without incurring any liability or damages.

Dispute Resolution: Any dispute arising out of or relating to the Contract shall first be referred to a committee comprising the Director General (R&ID), HEC and a representative of the Consultant, which shall seek resolution through negotiation and mutual consent. Where the dispute is not resolved within thirty (30) days of such referral, either party may refer it to arbitration. The provisions of the Arbitration Act, 1940 shall apply and venue of arbitration shall be Islamabad.

Liability: The Consultant shall be liable for the consequences of errors or omissions on its part. Such liability shall not be less than the remuneration payable under this Contract, excluding out-of-pocket expenses, and shall not exceed twice that remuneration. The Consultant shall in addition be liable to repay amounts received where the services are provided only partially against the Terms of Reference, or where the Consultant terminates during the contract period.

Conflict of interest: The Consultant and its experts shall not be involved, directly or indirectly, with any Principal Investigator, university or industry partner connected with the projects under evaluation. The Consultant shall submit a Conflict-of-Interest Declaration confirming that neither the firm nor its experts participated in the implementation or management of the NRPU projects being evaluated. Failure to disclose may lead to disqualification or termination of the contract.

Integrity Pact: If the Consultant or any of its sub-consultants, agents or servants is found to have violated the Integrity Pact signed as part of this Contract, the Procuring Agency shall be entitled to recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given; to terminate the Contract; and to recover any loss or damage resulting from such termination or from any other corrupt business practice.

Procuring Agency's obligations: The Procuring Agency shall aid the Consultant in obtaining access to documents, counterparts' information, field surveys, networking assistance, meetings, focus group discussions, interviews and on-site verification of outcomes, and such other support as is required for the performance of the services.

Extension of time for Client-caused delay: Where any review or approval by the Technical Committee exceeds the period stated in the Terms of Reference, the assignment period shall be extended day for day, without cost consequence to either party. Liquidated damages shall not apply to delay attributable to the Procuring Agency.

Number of GC Clause 24

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Director General (DG) Higher Education**

Commission (HEC)

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Demand Draft

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

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

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

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

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

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

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

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

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P134053***

To: **Higher Education Commission (HEC) (Higher Education Commision (HEC)), Assistant Director Central Procurement Cell, Sector H-9, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

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

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

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

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

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

Contract Form

FORM OF CONTRACT

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

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

WHEREAS

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Higher Education Commission (HEC) (Higher Education Commision (HEC)), Assistant Director Central Procurement Cell, Sector H-9, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Terms of References (TORs)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Terms of References (TORs)** (page number: 81)

TECH FORM C JV DECLARATION

Information (Read-Only)

See Form Under Additional Forms and Documents: **TECH FORM C JV DECLARATION** (page number: 86)

FORM A SCHEDULE OF ASSIGNMENTS

Information (Read-Only)

See Form Under Additional Forms and Documents: **FORM A SCHEDULE OF ASSIGNMENTS** (page number: 88)

FORM B - KEY PERSONNEL SUMMARY

Information (Read-Only)

See Form Under Additional Forms and Documents: **FORM B - KEY PERSONNEL SUMMARY** (page number: 90)

Eligibility Criteria

Information (Read-Only)

See Form Under Additional Forms and Documents: **Eligibility Criteria** (page number: 92)

Financial Form D

Financial Submission (Vendor)

See Form Under Additional Forms and Documents: **Financial Form D** (page number: 99)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Experience and Completed Contracts

Must have verifiable consultancy experience.

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 102)

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

Have not been blacklisted or debarred by any government/semi-government/autonomous/international organizations in Pakistan.

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 103)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 105)

Financial Capacity and Net Worth Evaluation Form

Provide Bank statements of last three (3) years.

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 106)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 108)

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

TERMS OF REFERENCE (TOR)

CONSULTANCY SERVICES TO CONDUCT

"3rd PARTY EVALUATION OF OUTCOMES AND IMPACT OF PROJECTS AWARDED UNDER NATIONAL RESEARCH PROGRAM FOR UNIVERSITIES (NRPU)"

1. Background:

The National Research Program for Universities (NRPU), funded by the Higher Education Commission (HEC), has been instrumental in promoting research and innovation across universities in Pakistan. Since its inception in 2003, a total of 4,695 projects have been funded with an estimated total budget of around PKR 20 billion. These projects span multiple disciplines, including basic and applied research, and have shown promising results in advancing knowledge and contributing to societal development. Of these, 3,648 projects have been successfully completed or closed, yielding valuable research outputs.

Given the scale and significance of the NRPU program, it is imperative to assess the effectiveness, efficiency, and impact of the funding to ensure that it is being utilized optimally and to understand the broader outcomes of the research projects. This evaluation will be essential in identifying areas for improvement in the funding and administrative processes.

In order to evaluate the project's achievements a 3rd party evaluation of outcomes and impact of projects awarded under NRPU will be conducted through Consulting Firms. The Consultant will engage the Principal Investigators & their Team involved in the project along with their partner industry through Meetings/Focus Group Discussions (FGDs)/Interviews and on site verification of outcomes. Based on findings, impacts and recommendations a comprehensive report will be developed.

Client's responsibilities

The Client will aid consultants in access to documents, counterparts' information, field surveys, networking assistance, Meetings/Focus Group Discussions (FGDs)/Interviews and on site verification of outcomes and other required for the services.

2.Objectives

Output Validation: Verify and document all research outputs, including national/international patents, peer-reviewed publications, and industrial prototypes developed during project implementation.

Commercialization Audit: Evaluate the commercialization ecosystem of funded projects, specifically measuring the economic contributions, licensing metrics, and revenue splits between PIs and universities.

Socio-Economic Impact Assessment: Determine the short- and long-term impact of research interventions on local communities, national development priorities, and evidence-based public policy.

Capacity Building Evaluation: Quantify the scale of direct and indirect employment generated under the program and evaluate the upgrade of institutional infrastructure such as university labs.

Collaboration Framework Analysis: Assess the effectiveness of current industry-academia linkages and the systemic assimilation of academic research into commercial market dynamics.

Financial Stewardship Review: Appraise the efficiency of funding utilization, mapping the alignment of expenditures against approved budget lines and identifying systemic operational constraints.

Strategic Recommendations: Document critical operational lessons learned to formulate actionable recommendations for improving HEC's administrative, monitoring, and evaluation frameworks.

3.Scope of Work:

Project evaluation and validation is a pivotal component of any project; therefore, HEC intends to initiate 3rd party evaluation of outcomes and impact of projects awarded under its NRP project from qualified and reputed consultancy firm to measure the degree of effectiveness, outcome, impact, success and identify areas of improvement.

Therefore, in order to evaluate the success of the said project, the successful bidder will be required to perform activities including the following:

A minimum of 25% sample size is required to evaluate the outcomes and impact of the NRPU funded projects. Sampling will be done on basis of geographical distribution, discipline-wise coverage, number of universities and completed vs ongoing projects.

1. Evaluate the awarded NRPU Projects to universities/principal investigator (PI)
2. Evaluate the employee hired under complete project direct and indirect.
3. Evaluate/verify the National/ International patent filed and granted in collaboration with industry.
4. Evaluate/verify prototype and products developed during the implementation of project.
5. Evaluate/verify the licenses issued, and marketing of research conducted by

universities/principal investigators (PI).

6. Evaluate the impact being created through the project after license agreements and highlight the contributions made in the economy after the license agreements.
7. Evaluate/verify the revenue generated for the HEI/project team in accordance with the license agreement.
8. Pick and publish the lessons learned from the project which could be applied for future and to other ongoing programs.
9. To assess the outcomes of project such as
    a. Collaboration mechanism developed between academia, Industry or any other (national or international)
    b. Creation of opportunities with local and international investors in R&D
    c. Self-sustainability of university by increased research income
    d. Internal mechanism of universities in supporting and promoting research
    e. Development/upgradation of existing labs of universities
    f. University mechanism for the assimilation of research.
10. What were the constraints and limitations faced by the universities during the implementation of the project and how to remove these in future program?
11. Identify the short term and long-term impact of the project in coming years.
12. Recommendation to further improve the processes and increase impact.

3.1 Evaluation of Research Outcomes and Performance:

The evaluation will focus on assessing whether the NRPU-funded projects achieved their intended research goals and objectives. This includes:

i. Research Outputs: Assessing the quality and quantity of publications, patents, technologies, and other innovations emerging from the projects.
ii. Academic and Practical Relevance: Evaluating the relevance of research outcomes for addressing national and global challenges, and their contribution to the advancement of knowledge in diverse academic fields.
iii. Success Indicators: Assessing key performance metrics such as the number of collaborations, technology transfers, industry adoption, and policy influence generated by the research.

3.2 Impact Assessment:

An essential part of the evaluation will be to assess the broader impact of the funded projects on society, policy, and national development. This includes:

i. Long-Term Impact: Analyzing the sustainability of research outcomes, including their influence on industry practices, public policy, and community development.
ii. Economic and Social Benefits: Evaluating how the projects have contributed to economic growth, entrepreneurship, job creation, and technological

advancement.

iii. Sustainability: Assessing whether research outcomes have been maintained, scaled, or disseminated beyond the project lifecycle.

3.3 Funding Utilization and Suitability:

The evaluation will assess the appropriateness and effectiveness of funding allocation across projects, and whether funds were utilized efficiently to achieve the project objectives. This will include:

i. Funding Allocation: Assessing whether the funds allocated were suitable for the project scope and aligned with the research objectives.

ii. Utilization: Evaluating how well the funds were spent on research activities, resources, equipment, and personnel.

iii. Budget Adherence: Reviewing whether projects adhered to their approved budgets and identifying reasons for any deviations.

b) Deliverables

Total time duration for said project is **12 months.** The finalized shortlisted consultant will provide the following deliverables but are not limited to.

Sr.#	Activity	Deadline
1	**Signing of Contract**	--
2	**Submission of Inception Report** (Detail project plan, List of counterparts and stakeholders, List of information and data to be collected, data collection tools and Instruments, Quantitative survey (if any))	2 weeks
3	**Approval of inception report from Technical Committee**	2 weeks
4	**Report on Information and data Collection.** (Report must include Evaluation technique, instruments and tools, analysis on collected data)	20 weeks
5	**Approval of Information and data from Technical Committee**	2 Weeks
6	**Data analysis report**	6 weeks
7	**Approval of data analysis report from technical committee**	2 weeks
8	**Project Outcome (Final Draft Evaluation Report)** (Report must include Conclusions, Impacts, Outcomes and Recommendations, Proposed research management	12 weeks

	guidelines and policy frame work along with information mentioned in detail ToRs in section 5)	
9	**Approval of evaluation report from technical Committee**	2 weeks
10	**Submission of Final Evaluation Report (3 copies)**	2 weeks
11	**Approval/Clearance from technical Committee**	2 weeks
Total		**52 weeks**

(Each deliverable will be accepted upon the approval/clearance from technical committee before payment clearance)

c) Mode of payment

No mobilization or advance payment will be made to the Consultant. The payment will be made as per the schedule given below and after subsequent clearance by technical committee:

1. Upon Submission of Inception Report 10%
2. Upon submission of Information and data analysis report 30%
3. Upon submission of draft report 30%
4. Upon acceptance and clearance from technical committee of final report 30%

All applicable government taxes will be deducted at sources at the time of payment.

d) Time Period for assignment

The total time allocated for conducting the assignment is **52 weeks** starting from the date of signing an agreement with HEC and the issuance of the award letter

Higher Education Commission

Third Party Evaluation of Outcomes, Impact and Effectiveness of the
National Research Program for Universities (NRPU)

FORM C — JOINT VENTURE DECLARATION

This Form shall be completed and submitted as part of the Technical Proposal. It is a document from which the Evaluation Committee will apply the Technical Evaluation Criteria. Supporting documents shall be uploaded on EPADS against the relevant criterion. Where a particular is stated in this Form but is not supported by the uploaded evidence, it shall not be counted.

To be completed only where the Bidder is a joint venture. The joint venture agreement, or a letter of intent signed by all members, shall be uploaded with the proposal.

C.1 — Members of the joint venture

#	Name of member firm	Role (Lead Member / Member)	Registration no. and NTN
1			
2			
3			

The joint venture shall comprise not more than three (03) members. Each member shall separately satisfy the requirements of registration, tax status and non-blacklisting.

C.2 — Contract relied upon for the Lead Member requirement

The Lead Member must have held at least one (01) contract for the evaluation of a research or commercialization project or programme, either as sole consultant or as leading partner of a joint venture, of contract value Rs. 5 million or above, completed on or after 1 July 2016 or started on or after that date and still in progress. State below the single contract relied upon and upload the contract or work order showing the Lead Member's role, together with a client certificate.

Particulars of the contract relied upon by the Lead Member	
Name of the Lead Member	
Client / Employer	
Title of the assignment	
Nature of the assignment (evaluation of a research or commercialization project or programme)	
Contract value (PKR)	
Start date	
Completion date, or state Ongoing	
Capacity in which the Lead Member held the contract (Sole Consultant / Leading Partner of a joint venture)	

C.3 — Declarations

The undersigned, on behalf of all members of the joint venture, declares that:

(a) all members are jointly and severally liable for performance of the Contract;

(b) the Team Leader named in Form B is an employee of the Lead Member;

(c) no member of this joint venture is participating in any other proposal for this assignment, whether individually or as a member of another joint venture.

Signature: _____ Date: _____

Name: _____ Designation: _____

For and on behalf of (Lead Member): _____

Company stamp:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Higher Education Commission

Third Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)

FORM A — SCHEDULE OF ASSIGNMENTS

This Form shall be completed and submitted as part of the Technical Proposal. It is a document from which the Evaluation Committee will apply the Technical Evaluation Criteria. Supporting documents shall be uploaded on EPADS against the relevant criterion. Where a particular is stated in this Form but is not supported by the uploaded evidence, it shall not be counted.

For criteria A2.1, A2.2 and A2.3. List below each assignment nominated for evaluation. State in the second column the criterion under which the assignment is nominated:

- A2.1 — data collection or feasibility studies undertaken in the education sector
- A2.2 — evaluation studies of research projects or programmes
- A2.3 — evaluation studies of commercialization projects or programmes

No assignment may be nominated under more than one criterion.

An assignment will be counted only where the contract value is Rs. 5 million or above; the assignment was completed on or after 1 July 2016, or was initiated on or after that date and is currently ongoing; and the contract or work order and the client certificate are uploaded against the relevant criterion.

#	Nominated under (A2.1 / A2.2 / A2.3)	Client / Employer	Title of assignment	Contract value (PKR)	Start date	Completion date, or state Ongoing	Performed by (JV member, if applicable)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

13							
14							

Where the Bidder is a joint venture, the final column shall state which member performed the assignment. Add further rows as required.

Signature: _____ Date: _____

Name: _____ Designation: _____

For and on behalf of: _____

Company stamp:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Higher Education Commission

Third Party Evaluation of Outcomes, Impact and Effectiveness of the National Research Program for Universities (NRPU)

FORM B — KEY PERSONNEL SUMMARY

This Form shall be completed and submitted as part of the Technical Proposal. It is a document from which the Evaluation Committee will apply the Technical Evaluation Criteria. Supporting documents shall be uploaded on EPADS against the relevant criterion. Where a particular is stated in this Form but is not supported by the uploaded evidence, it shall not be counted.

For the eligibility requirement relating to Key Resources and for criteria A4.1 to A4.4. One named individual shall be proposed against each position. Each position shall be held by a different individual. A signed CV and attested degree certificate shall be uploaded against the relevant criterion for each individual named below.

Minimum qualification and experience: Team Leader — PhD with 10 years; Evaluation Expert — PhD with 5 years; Data / Statistical Expert — Master's with 5 years; Field Survey Coordinator — Master's with 3 years. Relevant experience means professional experience in evaluation, impact assessment, research or data collection, counted from the date of the qualifying degree.

Position	Name of proposed individual	Highest qualification held	Years of relevant experience	No. of relevant assignments	Employing firm (JV member, if applicable)
Team Leader					
Evaluation Expert					
Data / Statistical Expert					
Field Survey Coordinator					

B.2 — Relevant assignments of each proposed individual

List the assignments relied upon for each individual under criteria A4.1 to A4.4. A relevant assignment is one of the kind described at Annexure-B of the Technical Evaluation Criteria, on which the person performed the role stated for that position. Each assignment listed below must also be shown in that person's CV. Add further rows as required.

Position	#	Client / Employer	Title of assignment	Role performed by the person
Team Leader	1			
	2			
	3			
Evaluation Expert	1			
	2			
	3			
Data / Statistical Expert	1			
	2			
	3			

Field Survey Coordinator	1			
	2			
	3			

Signature: _____ Date: _____

Name: _____ Designation: _____

For and on behalf of: _____

Company stamp:

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Forms accompanying these Criteria: Form A (Schedule of Assignments), Form B (Key Personnel Summary) and, where the Bidder is a joint venture, Form C (Joint Venture Declaration). Each Form shall be completed in full, signed and stamped by the authorised signatory, and submitted with the Technical Proposal.

Section 1: Eligibility Requirements

Each numbered entry below is a separate eligibility requirement. A proposal that does not comply with every requirement shall be declared non-responsive and shall not be evaluated further. These requirements are assessed on a pass/fail basis and carry no marks.

#	Eligibility requirement
1	Must be registered with SECP or the Registrar of Firms. Copy of Certificate of Incorporation or Registration document showing legal status in Pakistan.
2	Must have NTN/STN registration and appear on the Active Taxpayers List (ATL) of FBR. Copies of NTN and GST certificates and a current ATL printout.
3	Must not have been blacklisted or debarred by any government, semi-government, autonomous or international organization in Pakistan. An undertaking confirming that the firm has not been blacklisted, and is not involved in litigation that may affect its performance.
4	Proposed Key Resource(s): One named individual against each position below, each a different person, with a signed CV and attested degree certificate. Relevant experience means professional experience in evaluation, impact assessment, research or data collection, counted from the date of the qualifying degree. 1. Team Leader — PhD, 10 years. 2. Evaluation Expert — PhD, 5 years. 3. Data/Statistical Expert — Master's, 5 years. 4. Field Survey Coordinator — Master's, 3 years. Proposed personnel shall be listed on Form B (Key Personnel Summary).
5	Joint Venture (1 of 4): A joint venture agreement, or a letter of intent signed by all members, shall be submitted with the proposal, identifying the Lead Member and stating each member's share. All members shall be jointly and severally liable for performance of the contract. The joint venture shall comprise not more than three (03) members. A joint venture shall submit Form C (Joint Venture Declaration).
6	Joint Venture (2 of 4): The Lead Member must have held at least one (01) contract for the evaluation of a research or commercialization project or programme, as sole consultant or leading partner of a joint venture. Contract value Rs. 5 million or above; completed on or after 1 July 2016, or started on or after that date and ongoing. Submit the contract or work order showing the Lead Member's role, and a client certificate. Identify the contract at Part C.2 of Form C.
7	Joint Venture (3 of 4): The Team Leader shall be an employee of the Lead Member.
8	Joint Venture (4 of 4): Each member shall separately satisfy the requirements of registration, tax status and non-blacklisting stated above. No firm may participate in more than one joint venture, nor both individually and as a member of a joint venture, for this assignment. Where a firm does so, all proposals in which it participates shall be declared non-responsive.

Bidders forming a joint venture should note entries 6 and 7 in particular, and structure the joint venture accordingly.

Section 2: Criteria, sub-criteria, and point system for the evaluation of Technical Proposals

Technical Score: 100

Definition: For the purposes of criteria A2.1, A2.2, A2.3 and A4.1 to A4.4, an assignment (including a study) means a single consultancy contract or work order. Each contract or work order counts as one assignment, irrespective of its duration or the number of components, phases or reports within it. Separate contracts awarded by the same client count as separate assignments.

	Criteria	Indicators	Marks
A1. Consultant Profile			**10**
A1.1	Length of Incorporation as Company/firm or Registration/Licensing (Years) Provide the relevant documentary evidence (from date of registration with SECP or Registrar of Firms). Where the applicant is a joint venture, this criterion is	Below 10 10 to below 15 15 or above	1 2 3

	assessed on the Lead Member only.		
A1.2	Regional Presence / Province wise Number of provinces or territories with an established office. An established office means a registered business address. For this purpose, provinces and territories are Punjab, Sindh, Khyber Pakhtunkhwa, Balochistan, Islamabad Capital Territory, Azad Jammu & Kashmir, and Gilgit-Baltistan. Where the applicant is a joint venture, the offices of all members are counted collectively, each province or territory counted once.	None or one Two or three Four or five More than five	0 1 2 3
A1.3	Average Annual Turnover, last three completed financial years Documentary evidence required: audited financial statements for the last three completed financial years, duly audited by a Chartered Accountant firm, accompanied by a turnover certificate on company letterhead countersigned by the firm's auditor stating the three-year average. Where the applicant is a joint venture, the average annual turnover of all members is aggregated, and each member shall submit the above evidence in its own name.	Below Rs. 10 million Rs. 10 million to below Rs. 20 million Rs. 20 million or above	1 2 4
A2. Specific experience of the Consultant (as a firm) relevant to the Assignment			**40**
A2.1	Number of specific studies related to data collection or feasibility studies undertaken in the education sector.	None 1 to 2 3 to 5 6 to 10 More than 10	0 5 10 15 20
A2.2	Number of evaluation studies undertaken of research projects or programmes. A research project or programme means one whose objectives include the funding, conduct or support of research.	None 1 2 3 4 to 5 More than 5	0 2 4 6 8 10
A2.3	Number of evaluation studies undertaken of commercialization projects or programmes. A commercialization project or programme means one whose objectives include the translation of research or technology outputs into commercial, industrial or practical application, including technology transfer, patenting, licensing, prototyping, incubation, start-up formation or industry-academia collaboration.	None 1 2 3 More than 3	0 4 6 8 10

Conditions for A2.1 to A2.3:

1. Contract value Rs. 5 million or above.

2. Completed on or after 1 July 2016, or initiated on or after that date and currently ongoing.

3. Documentary evidence: (a) contract or work order showing client, scope, value and dates; and (b) a certificate confirming completion or, for an ongoing assignment, that it is in progress. An assignment without both documents is not counted.

4. Assignments shall be listed on Form A (Schedule of Assignments), indicating against each assignment the criterion under which it is nominated. Only assignments listed on Form A and supported by uploaded evidence will be counted.

5. No assignment may be counted under more than one of A2.1, A2.2 and A2.3. 6. Joint ventures: assignments of all members are counted collectively; the same assignment is counted once. 7. An assignment means a single contract or work order, whatever its duration or number of components.			
A3. Proposed Methodology and Work Plan in accordance with TORs			**35**
The Procuring Agency will assess whether the proposed methodology is clear and responds to the TORs, and whether the work plan is realistic and implementable. Each sub-criterion is scored on the three-band scale at Annexure-C. Only the values shown may be awarded; no intermediate mark may be given.			
A3.1	Technical Approach and Methodology	Sub-criteria	20
		Understanding of the assignment and the NRPU Programme — scored 0, 2 or 4	4
		Proposed evaluation approach and basis of assessment — scored 0, 3 or 6	6
		Sampling approach and coverage of the project portfolio — scored 0, 3 or 5	5
		Approach to assessing research outputs — scored 0, 3 or 5	5
A3.2	Work Plan and Timeline	Sub-criteria	15
		Activity schedule aligned to the deliverables and timelines in the TOR — scored 0, 3 or 6	6
		Staffing input schedule by position — scored 0, 3 or 5	5
		Quality assurance and internal review arrangements — scored 0, 2 or 4	4
A3.3 Presentation: All applicants submitting a compliant proposal will be invited to present their proposal. The presentation shall be of identical format and duration for each applicant. The assessment under criteria A3.1 and A3.2 shall take account of the applicant's presentation. The presentation carries no separate marks.			
Note: The methodology and work plan shall not exceed ten pages, excluding the staffing input schedule and activity schedule.			
A4. Proposed Key Resource(s) for Assignment			**15**
The Bidder shall propose one named individual against each of the four positions below, and shall list them on Form B (Key Personnel Summary), stating which individual is proposed against which position. Each position shall be held by a different individual. Job titles used by the Bidder need not match those below; individuals will be assessed against the function described. Where the applicant is a joint venture, individuals may be drawn from any member, except that the Team Leader shall be an employee of the Lead Member, as declared on Form C (Joint Venture Declaration).			
A4.1	Team Leader — leads the assignment and is responsible for the final report. Marks are given for the number of assignments on which this person worked as team leader, project director or principal investigator, on an evaluation, impact assessment or third-party validation study. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder.	More than 5 3 to 5 1 to 2 None	6 4 2 0
A4.2	Evaluation Expert — designs the evaluation approach and analysis. Marks are given for the number of assignments on which this person designed or led the evaluation approach, the analytical framework or the evaluation questions, on an evaluation, impact assessment or third-party validation study. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here	More than 5 3 to 5 1 to 2 None	4 3 1 0

	and signed by the person and the Bidder.		
A4.3	Data / Statistical Expert — responsible for sampling and quantitative analysis. Marks are given for the number of assignments on which this person did the sample design, the statistical analysis, or the management and analysis of survey or administrative data. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder.	More than 4 3 to 4 1 to 2 None	3 2 1 0
A4.4	Field Survey Coordinator — plans and supervises field data collection. Marks are given for the number of assignments on which this person planned, coordinated or supervised field data collection, including training and supervising enumerators or field teams. List the assignments at Part B.2 of Form B. Each one must also be shown in the person's CV, uploaded here and signed by the person and the Bidder.	More than 3 1 to 3 None	2 1 0
Conditions for A4.1 to A4.4: 1. The individual proposed against each position shall be identified on Form B (Key Personnel Summary), with the CV uploaded against the relevant criterion, signed by the individual and countersigned by the Bidder's authorised signatory. An unsigned CV shall not be scored. 2. Only one CV may be submitted against each position. Where more than one is submitted, only the first will be evaluated. 3. Where the individual has no relevant assignment, or no CV is uploaded for the position, the position scores nil. 4. Named individuals may not be substituted before contract signature. Thereafter, substitution requires the Commission's written consent and a replacement of equivalent or better qualification and experience.		
Total			**100**

The minimum qualifying technical score will be: 70 Points

Criteria for the evaluation of Financial Proposals

The formula for determining the financial scores in QCBS is the following:

FS = 100 x FL / F

where FS is the financial score, FL is the lowest price, and F is the price of the proposal under consideration.

The weightage for technical and financial proposals shall be 70 per cent and 30 per cent respectively.

Annexure-A: Assessment of Joint Ventures

This Annexure sets out how each criterion is assessed where the Bidder is a joint venture.

Criterion	Assessed for a joint venture as follows
Registration with SECP / Registrar of Firms	Each member separately
NTN/STN registration and FBR Active Taxpayer status	Each member separately
Not blacklisted or debarred	Each member separately
Proposed Key Resource(s) — eligibility entry 4	Collectively. The Team Leader shall be an employee of the Lead Member
Lead Member experience — eligibility entry 6	Lead Member only, as sole consultant or leading partner of a joint venture
A1.1 Length of Incorporation	Lead Member only
A1.2 Regional Presence	All members collectively; each province or territory counted once
A1.3 Average Annual Turnover	All members aggregated; each member submits evidence in its own name
A2.1 to A2.3 Specific Experience	All members collectively; the same assignment counted once
A3.1 to A3.3 Methodology and Work Plan	The joint venture's proposal as a whole
A4.1 to A4.4 Key Resource(s)	Individuals may be drawn from any member; the Team Leader shall be from the Lead Member

Annexure-B: Relevant Assignments for Key Resources

This Annexure explains what will be counted as a relevant assignment when scoring each position under criteria A4.1 to A4.4.

Only assignments listed at Part B.2 of Form B, and shown in the CV uploaded against the relevant criterion, will be counted. The person must have performed the role described.

Position	A relevant assignment for this position means
A4.1 Team Leader	An assignment on which the person worked as team leader, project director or principal investigator, on an evaluation, impact assessment or third-party validation study.
A4.2 Evaluation Expert	An assignment on which the person designed or led the evaluation approach, the analytical framework or the evaluation questions, on an evaluation, impact assessment or third-party validation study.
A4.3 Data / Statistical Expert	An assignment on which the person did the sample design, the statistical analysis, or the management and analysis of survey or administrative data.
A4.4 Field Survey Coordinator	An assignment on which the person planned, coordinated or supervised field data collection, including training and supervising enumerators or field teams.

The same assignment may be counted for more than one individual only where each of them performed the role described for their respective position on that assignment.

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Annexure-C: Scoring of Methodology and Work Plan (Criteria A3.1 and A3.2)

Each sub-criterion is scored in one of the three bands below. Only the values shown in the table may be awarded. No intermediate mark may be given.

Where a sub-criterion covers several matters, the band is set on the sub-criterion as a whole. Addressed in full requires every matter listed to be addressed specifically. Where some are addressed specifically and others only in general terms, the band is Addressed.

Band	Meaning	Proportion
Not addressed	The proposal does not address this matter	0%
Addressed	Addressed in general terms, without reference to the specifics of this assignment	50%
Addressed in full	Addressed specifically, with the particulars required by the TOR	100%

Criterion	Sub-criterion and what it covers	Not addressed	Addressed	Addressed in full
A3.1	Understanding of the assignment and the NRPU Programme — NRPU's funding model and portfolio; what this evaluation must establish on both the research and the commercialization side	0	2	**4**
A3.1	Proposed evaluation approach and basis of assessment — evaluation questions and indicators against the twelve scope items at paragraph 3 of the TOR; data sources named; stated basis for attributing outcomes to NRPU funding	0	3	**6**
A3.1	Sampling approach and coverage of the project portfolio — sample size stated and at or above the 25% minimum; stratification across all four bases in the TOR: geographical distribution, discipline, number of universities, completed versus ongoing	0	3	**5**
A3.1	Approach to assessing research outputs — research outputs as defined at paragraph 3.1 of the TOR: publications, patents, technologies and other innovations, and the success indicators there: collaborations, technology transfers and industry adoption. Verification method and source named for each	0	3	**5**
A3.2	Activity schedule aligned to the deliverables and timelines in the TOR — all ten deliverables scheduled within 52 weeks, with dependencies and review points	0	3	**6**
A3.2	Staffing input schedule by position — person-weeks for each named individual against each activity, consistent with Form B	0	3	**5**
A3.2	Quality assurance and internal review arrangements — instrument design; enumerator training and supervision; data validation; verification of documents obtained from universities and principal investigators; internal review before each deliverable	0	2	**4**
Total — A3.1 (20) and A3.2 (15)				**35**

Higher Education Commission

Third Party Evaluation of Outcomes, Impact and Effectiveness of the
National Research Program for Universities (NRPU)

FORM D — FINANCIAL PROPOSAL

Purpose of this Form: The total amount quoted by the Bidder on EPADS shall govern, and shall be the basis of financial evaluation and of award. The particulars set out below are provided to demonstrate the basis of the quoted price, to enable applicable taxes to be calculated, to inform any clarification the Procuring Agency may seek, and to establish a basis for pricing any additional services subsequently requested. They shall not be used as a basis for payment, and shall not vary the amount quoted on EPADS.

Name of Bidder: _____

Part 1 — Total Contract Price

Total Contract Price in figures (PKR)	
Total Contract Price in words (PKR)	

The Total Contract Price is a lump sum, inclusive of all applicable taxes, duties and levies, and of all out-of-pocket expenses including transportation, local travel, surveys, fieldwork and meetings with stakeholders. No separate claim shall be entertained on any of these accounts. This figure shall correspond to the amount quoted on EPADS.

Part 2 — Breakdown of the Total Contract Price

#	Cost component	Amount (PKR)
1	Remuneration of key personnel (sub-total from Part 2A)	
2	Remuneration of other personnel (sub-total from Part 2A)	
3	Travel, accommodation, fieldwork and primary data collection	
4	Report production, printing, translation and dissemination	
5	Other costs (specify): _____	
	Sub-total	
6	Applicable taxes, duties and levies	
	TOTAL (to equal Part 1 above)	

Part 2A — Remuneration of personnel

Key personnel are the four individuals named on Form B (Key Personnel Summary). Other personnel include field supervisors, enumerators, data processing, quality review and administrative staff. Add rows as required.

#	Name	Position	Person-month rate (PKR)	Time input (person-months)	Total (PKR)
Key personnel — the four positions named on Form B					
K-1		Team Leader			
K-2		Evaluation Expert			

K-3		Data / Statistical Expert			
K-4		Field Survey Coordinator			
				Sub-total, key personnel — to equal line 1 of Part 2	
Other personnel — add rows as required					
N-1					
N-2					
N-3					
N-4					
N-5					
N-6					
				Sub-total, other personnel — to equal line 2 of Part 2	
				TOTAL REMUNERATION	

Part 3 — Allocation against Deliverables

No mobilization or advance payment shall be made. Payment shall be released against each deliverable following written clearance by the Technical Committee, in the shares stated below. The payment terms are those stated in the Terms of Reference and shall not be varied.

#	Deliverable	Share	Amount (PKR)
1	Submission and acceptance of the Inception Report	10%	
2	Submission and acceptance of the Information and Data Analysis Report	30%	
3	Submission and acceptance of the Draft Evaluation Report	30%	
4	Acceptance and clearance of the Final Evaluation Report	30%	
	Total	**100%**	

Part 4 — Declarations

The Bidder declares that:

(a) the Total Contract Price is inclusive of all applicable taxes, duties and levies and of all out-of-pocket expenses, and the Bidder accepts that government taxes shall be deducted at source at the time of payment;

(b) the Bidder claims no mobilization or advance payment and accepts the payment schedule at Part 3;

(c) no commission or gratuity has been or will be paid by the Bidder to any agent in relation to this Proposal or to the execution of the Agreement;

(d) no information relating to this Financial Proposal has been included in the Technical Proposal.

Signature: _____ Date: _____

Name: _____ Designation: _____

For and on behalf of: _____

Company stamp:

Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

Financial Situation and Performance

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

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

* Refer ITA 14 for the exchange rate

3. Financial documents

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

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

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

* Refer ITA for date and source of exchange rate.

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