

REQUEST FOR PROPOSALS

FOR

TECHNICAL ADVISORY SERVICES

FOR

DEVELOPMENT OF

National Institute of Dentistry

AT

PIMS, ISLAMABAD

14 November 2009

Letter of Invitation

Dear Sir,

1. Introduction

1.1 The Infrastructure Project Development Facility (“IPDF”), a company established under section 42 of the Companies Ordinance, 1984 and Pakistan Institute of Medical Sciences (“PIMS”), hereby invite submission of proposals for building the National Institute of Dentistry at Islamabad under the Public Private Partnership (“PPP”) modality (“the Project”). Your proposal could form the basis for future negotiations and ultimately an agreement between PIMS/IPDF and your firm.

1.2 Qualified consultants having work experience in technical advisory services, preferably in the health care sector will be required to conduct a Technical Feasibility Study (“the Assignment”) which would form the basis of structuring the Project

1.3 A brief description of the Services (“Services”) is set out in the Terms of Reference (“TOR”) attached as Annex-1.

1.4 The Services shall be carried out in accordance with the TOR. The continuation of Services shall be subject to satisfactory performance of the Advisor, as determined by PIMS/IPDF (“Client”).

1.5 Reference to ‘the Advisor’ includes the entire advisory team, or relevant members, under management of a single lead Advisor who shall contract with the PIMS/IPDF.

1.6 Please note that (i) the costs of preparing the proposal/offer as well as of negotiating the contract, including any visits, are not reimbursable; and (ii) PIMS/IPDF is not bound to accept any of the proposals or offers submitted.

2. Technical and Financial Proposals

Technical Proposal

In order to achieve the objectives of the Assignment, the Advisor will be expected to take complete responsibility for all the activities identified in the attached TOR. The Advisor will inter-alia, conduct technical due diligence, survey, and preparation of a technical feasibility study to assist IPDF/PIMS in implementing the Project under the PPP modality.

The Technical Proposal should contain inter alia; a complete description and explanation of the proposed methodology for the Assignment (work plan), time-line, staffing, names and qualifications of allocated personnel and any other resources that the Advisor will make available to execute the Assignment and achieve the objective. The Technical Proposal should be prepared using the format attached in Annex-3 and submitted as per the procedure described in Annex-2. You must submit comprehensive information and data in support of the criteria defined in Annex-2.

Financial Proposal

The Financial Proposal should stipulate the fees for the Assignment and be prepared using the format attached as Annex-3, and submitted as per the procedure described in Annex-2.

The Client will not be responsible for any tax or insurance liability arising out of the performance of the Services for the Assignment.

All fee and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by IPDF in terms of the criteria described in Annex-2. Any Financial or Technical Proposal not in strict conformity with the format attached in Annex-3 will be disqualified.

3. Negotiations

Contract negotiations shall be carried out in terms of the criteria given in Annex-2 and based on the Draft Technical Advisory Services Agreement (“TASA”) attached as Annex-4.

4. Clarifications

Should you require clarification on any of the terms contained in this RFP or the Annexes attached hereto, please contact Mr. Adil Anwar, Chief Executive Officer, IPDF (Email: adil.anwar@ipdf.gov.pk). In the interest of fairness, any clarifications issued shall be posted on PIMS/IPDF's website.

5. Other Terms

This RFP and the Attachments hereto are subject to the overriding Conditions set out in Annex-5.

6. PPP Framework

The PPP Policy, Feasibility Guidelines, Procurement Guidelines and Standardized Public Private Partnership Provisions under which the Project is to be implemented is available on the IPDF website at www.ipdf.gov.pk

Yours sincerely,

Adil Anwar
Chief Executive Officer (CEO)

Attachments:

- Annex-1: Terms of Reference
- Annex-2: Procedures for Submission & Evaluation of Proposals
- Annex-3: Format for Submission of Proposals
- Annex-4: Draft Advisory Services Agreement
- Annex-5: Conditions

**TERMS OF REFERENCE
FOR PROVIDING TECHNICAL ADVISORY SERVICES
FOR
DEVELOPMENT OF THE 'NATIONAL INSTITUTE OF DENTISTRY'
UNDER
PUBLIC PRIVATE PARTNERSHIP**

TERMS OF REFERENCE - Technical Feasibility Study for the ‘National Institute of Dentistry’

1. Introduction

Pakistan Institute of Medical Sciences (PIMS) is an attached department with the Ministry of Health (MoH) mandated to provide tertiary level patient care as well as serve as a teaching and training facility for doctors and other health workers at various levels within the health profession.

Institute of Dentistry

Pakistan has a dearth of specialized dental facilities which provide state of the art dental treatment to patients at affordable rates. World Health Organization recommends one dental surgeon for every 20,000 people in a country. In Pakistan this dental surgeon to population ratio is 1:42,000 and 1:500,000 in urban and rural areas respectively.

To address this need and to reduce the prevalence of dental diseases in the community by providing quality treatment at affordable rates, Pakistan Institute of Medical Sciences (PIMS) intends to establish a state of the art ‘National Institute of Dentistry’ (Project) within its premises. This institute of dentistry is envisaged to be a treatment facility as well as a teaching and research center. Infrastructure Project Development Facility (IPDF), a central Public Private Partnership (PPP) unit established under the Ministry of Finance, is assisting PIMS in structuring this Project on Public Private Partnership modality.

Objective

The Technical Advisory team will help PIMS and IPDF in structuring the best PPP option. The best option will be the one that provides ‘value for money’ to PIMS, is affordable to the users and can be implemented with ease.

2. Scope of Work

These Terms of Reference invite proposals from a team of suitably qualified and experienced technical advisors. The scope of the work is described below:

2(a). Phase 1

- Undertake a “**Technical Feasibility Study**”, which builds on the preparatory work / due-diligence conducted on the Project to date, and recommends optimal

design solutions for the Project after careful review and in depth investigation of various design options. This technical feasibility would serve as the input to the financial model leading to the structuring of the Project on PPP basis and the drafting of the concession agreement.

- The technical feasibility should also include but is not limited to:
 - Developing and designing a master plan for the land
 - The no. of patients that would come to the facility for the treatment based on the discussion with PIMS as well as the market survey
 - The total cost of the dental treatment related machinery and equipment to be installed in the facility
 - The cost of the medical professional and auxiliary staff to be employed by the facility in consultation with PIMS
 - The cost of medicines and pharmaceutical products to be used by the facility during the course of the treatment
 - The electricity and other utility expenses for the facility
 - Determining the inputs for the adjoining teaching and research center. These include but are not limited to:
 - The no. of students that would enroll in the teaching facility
 - The cost of hiring teaching professionals as well as auxiliary staff
 - Electricity, other utility and miscellaneous expenses for the facility

Task 2(a) (i): Kick-off/Preliminary Meeting

Within two weeks of the award of the Assignment, the Technical Advisor will conduct a kick-off meeting with the Steering Committee comprising members from MoH, IPDF and PIMS. The objective of this meeting will be to apprise the Steering Committee of the complete plan of activities proposed by the Advisor. Specifically this meeting will cover the following:

- Review of the ‘National Institute of Dentistry’ design concept and requirements for the Project
- Review of timetable of activities / milestones going forward
- Review of the team organization and detailed functions of the team members
- Discussion and finalization of a communication strategy whereby all stakeholders will be regularly involved and consulted throughout the assignment.
- Any specific issue requiring immediate attention of IPDF and/or the PIMS and MoH

Under no circumstances will the object be to re-define the scope of work committed in the Advisory Services Agreement.

Deliverables:

- a. Detailed methodology and time schedule for the said consultancy assignment.
- b. A communication strategy.

Timeframe: 2 weeks from signing of Technical Advisory Services Agreement

Task 2(a) (ii): Review of Relevant Information

This stage is required for the Technical Advisor to become familiar with all the previous work that has been done by PIMS and its consultants on 'National Institute of Dentistry'. During this stage the Technical Advisor will be expected to liaise closely with the PIMS and visit the site. The Technical Advisor will also research and summarize the overall global experience in similar projects and suggest a suitable model for Pakistan.

The Technical Advisor will conduct due diligence and collect information regarding the site and the Project.

Timeframe: 2 weeks from the preliminary meeting

Task 2(a) (iii): Preparation of Feasibility Study

The Technical Advisor will be required to produce a comprehensive Technical Feasibility Study. This feasibility report should address the technical parameters that would also be incorporated in the financial model keeping in view the best industry practices relating to hospital and medical facilities especially in the context of earth quake resistant structures and in compliance with all relevant building and zoning regulations.

The Project should not be viewed merely as a building Project but a service delivery Project over the life of the concession period. Accordingly it should incorporate the concept of whole life costing in line with the envisaged service levels associated with the medical facility.

The feasibility should include but not be limited to the design options as well as the tasks identified above in the 'Scope of Work'. The Feasibility Study must enable PIMS/ IPDF / MoH to determine:

- Full Project cycle costs
- Affordability in terms of budget and consumer prices
- Service levels
- Risks and their costs
- Relevant technical parameters

The Technical Feasibility Study clearly needs to demonstrate affordability for the full Project life cycle

Deliverable:

- a. Complete Technical Feasibility Study, reflecting optimal design parameters;
- b. A conceptual design of the facility;
- c. A presentation to the Steering Committee on the findings to date, and assistance in selection/approval of the appropriate design structure.

Timeframe: 6 weeks from the preliminary meeting

2(b). Phase 2

- During the transaction implementation stage, the Technical Advisor will assist PIMS and IPDF in the procurement process by:
 - Based on the chosen transaction structure, competitive tendering process will be initiated to select the most appropriate private party, which could most effectively implement the Project. The process to be adopted will be transparent with clearly defined evaluation criteria and devised to encourage participation by the private sector. The Technical Advisor will assist IPDF/ PIMS at this stage in the review and assessment of the design of the ‘Institute of Dentistry’ submitted by contending private parties. The procurement process would be in conformity with procurement guidelines issued by IPDF.

The technical feasibility should take into consideration the views of the various stake holders and the particular dynamics and resource requirements of the ‘National Institute of Dentistry’ facility.

Task 2 (b) (i): Procurement Process

3. General Conditions

1. The Technical Advisor shall be responsible for assisting in all activities leading to and including the successful completion of the Feasibility Study as well as design review during the procurement process. While a detailed scope of work has been spelled out in the present TOR, the Technical Advisor shall also be responsible for providing assistance in activities, not specifically mentioned in the TOR, that are necessary for successfully concluding the Assignment. Technical Advisor will appoint a Team Leader to assume overall responsibility of the ‘National Institute of Dentistry’ Project and to interface with IPDF, MoH and PIMS. The Technical

Advisor will maintain all records of the ‘National Institute of Dentistry’ Project for a period of one year from the termination of activities under the Agreement. During this period, the Technical Advisor will assist IPDF in dealing with queries/issues related to the Project. The Technical Advisor will be required to formulate proposals for a communication plan whereby all stakeholders are regularly informed of Project progress.

2. Technical advisor will use the available IPDF formats while preparing required documents/reports mention under deliverable. (Please see the IPDF website www.ipdf.gov.pk for additional information).
3. Five hard copies and one soft copy of each draft document mentioned under deliverables will be submitted to IPDF. IPDF will share the documents with the Steering Committee who will offer its comments and recommendations. These shall be incorporated in the final documents by the Technical Advisor. After incorporation of IPDF comments, the Technical Advisor shall submit 10 hard copies and one soft copy of each of the final documents to IPDF.
4. All documents shall be prepared in English and submitted on electronic media along with required number of hard-copies.
5. All the data, documents and reports produced by the Technical Advisor for the said services shall be the property of IPDF .The Technical Advisor shall not share and use any data, document and reports for any other purpose / job without the explicit written approval of the Client.
6. The PIMS / MOH will nominate one Project Manager to liaise with the Technical Advisor and IPDF on all activities pertaining to this assignment. The manager will be responsible for providing technical inputs and information to the advisor and IPDF on the Project. The Project Manager will assist in securing appointments with government ministries and departments, as may be required.

**PROCEDURE FOR SUBMISSION AND EVALUATION OF PROPOSALS
FOR
DEVELOPMENT OF THE ‘NATIONAL INSTITUTE OF DENTISTRY ‘
UNDER
PUBLIC PRIVATE PARTNERSHIP**

PROCEDURE FOR SUBMISSION & EVALUATION OF PROPOSALS
1. Submission of Proposals

The Technical Proposal shall be submitted in triplicate (one original and two copies) and placed in a sealed envelope clearly marked “Technical Proposal - Advisory Services for the National Institute of Dentistry Project.”

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked “Financial Proposal - Advisory Services for the National Institute of Dentistry Project”.

Bidders are requested to submit their Technical and Financial Proposals in separate sealed envelopes enclosed in one larger sealed envelope addressed correctly and legibly to CEO, IPDF (Refer to section 8 below, for precise address and date of submission).

The Financial Proposal shall be signed by a duly authorized representative. The Proposals should include a power of attorney / letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals to IPDF (in case of firm/consortium).

2. Evaluating the Proposals

On expiry of the date for submission of Proposals, the evaluation process will begin. The Project Manager will circulate the Technical Proposals to the Evaluation Committee, while the sealed Financial Proposals will remain with IPDF.

A two-stage procedure shall be adopted in evaluating the Proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. The Evaluation Committee shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive proposal shall be attributed a technical score (Str). Firms scoring less than 70 points shall be rejected and their Financial Proposals returned unopened.

Technical Proposal

Each Technical Proposal shall be evaluated using the following categories and weights below:

<u>Category</u>	<u>Weight</u>
Specific firm/consortium experience related to the Assignment	25%
Competence and qualifications of team	50%
Work plan and methodology	25%

Financial Proposal

Short-listed Technical Advisors that receive a raw technical score (Str) of 70 points or higher (pre-qualified Technical Advisors) will be informed of their pre-qualification. All other Technical Advisors will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The Client shall open the sealed Financial Proposals of the pre-qualified parties on a pre-determined date which will be intimated in advance.

Remuneration of Technical Advisor will be made on an ongoing basis as per the 'Indicative Advisory Fee Payment Schedule' attached as 'Appendix A'. The bid is to be in Pak Rupees inclusive of taxes.

3. Scoring of Technical and Financial Proposals

The Technical Proposal shall be assigned a raw score (Str), which shall be scaled up to constitute a final technical score (St) as follows:

$$St = Str \times 100 / St_{max}$$

where St_{max} = Raw score of the highest ranked Advisor on technical criteria.

The financial score (Sf) will be calculated as follows:

$$Sf = 100 \times (F_{min} / F_f)$$

where F_{min} = Lowest Total Fee bid

and F_f = Total Fee bid by the Advisor under consideration.

The combined Technical and Financial proposals (Sc) shall be calculated as follows:

$$Sc = 0.80 \times St + 0.20 \times Sf$$

(Technical Proposal will have 80% weightage, while Financial Proposal will have a 20% weightage.)

4. Finalizing the Technical Scores

A meeting of the Evaluation Committee to finalize the technical scores will be called. The final individual technical scores of the Evaluation Committee members will be tabulated by the Project Manager on a top sheet, which will be signed by all the members of the Evaluation Committee.

5. Opening of Financial Proposals

Short-listed parties that receive a raw technical score (Str) of 70 points or higher (pre-qualified parties) will be invited to attend the opening of the sealed financial bids. All other parties will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The sealed Financial Proposals shall be opened by the Chief Executive Officer of IPDF or his nominee.

6. Ranking the Pre-qualified Parties

The Project Manager will submit to the Evaluation Committee the cumulative marks (technical plus financial) of the pre-qualified parties based on the calculations set out above. The submission will identify the pre-qualified party scoring the highest cumulative scores (the "top-ranked party"). Upon endorsement by the Evaluation Committee, the Project Manager will submit the rankings of the pre-qualified parties to the management of IPDF for approval. The top-ranked party will then be invited for contract negotiations.

7. Contract Negotiations

Contract negotiations will be conducted with the authorized representatives of the top-ranked party and will primarily focus on issues related to the work plan, deliverables, contract duration and procedure for disbursements. A copy of the authority document in this regard will be made available prior to commencing contract negotiations. In case the negotiations with the top-ranked party are unsuccessful, negotiations with the authorized representatives of second-highest ranked party may be carried out, and so on and so forth.

PIMS / IPDF are under no obligation to select any of the firm / consortium submitting the proposal, and have the right to cancel their Request for Proposal (RFP) at any time, without assigning any reason.

8. Address and Date of Submission

The proposals should be delivered to the "CEO, Infrastructure Project Development Facility, #2, Street 59, Sector F-7/4, Islamabad, Pakistan", on or before December 03rd, 2009 latest by 1700 hours. Failure to deliver the Proposals as aforesaid shall mean immediate disqualification.

9. Exclusion and Prohibitions

The Technical Advisor will be prohibited from using any of the proprietary information without the express approval of IPDF, for a period of two (2) years after the completion of the Assignment.

PIMS /IPDF are under no obligation to select any of the companies submitting the proposal and have the right to cancel the Assignment without cause.

**FORMAT
FOR
TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL
FOR
PROVIDING TECHNICAL ADVISORY SERVICES FOR
DEVELOPMENT OF THE 'NATIONAL INSTITUTE OF DENTISTRY'
UNDER
PUBLIC PRIVATE PARTNERSHIP**

FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL

FROM:

TO:

Sir/Madam:

Subject: Advisory Services for the National Institute of Dentistry

I/We _____ Technical Advisor firm(s) herewith enclose the Technical Proposal (3 copies) and Financial Proposal (1 original) of my/our firm(s)/organization(s) as Technical Advisor for the 'National Institute of Dentistry' project at PIMS, Islamabad.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

FORMAT FOR TECHNICAL PROPOSAL

The Technical Proposal will provide information on how the Technocal Advisor would approach the transaction and why it is qualified to undertake the Assignment. Technical Proposal should include the following:

- a) Specific firm / consortium experience
- b) Competence and qualification of team
- c) Work Plan and methodology

a) Specific firm / consortium experience

The Advisor should give a comprehensive explanation of the team's relevant experience and capability to undertake the assignment and provide the services envisaged under the TOR. For each relevant experience cited, outline the precise role of the Advisor, contract duration, contract outcomes, and contract value

b) Competence and qualification of team

In this part, the bidder should propose the structure and composition of his team. The bidder should list the main disciplines of the assignment, the key experts responsible and the respective qualifications and credentials along with those of the proposed technical and support staff.

c) Work Plan and Methodology

In this part the Technical Advisor should explain the understanding of the objectives of the Assignment, approach to the Services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Technical Advisor should highlight the problems being addressed and their importance, and explain the approach he would adopt to address them. The Technical Advisor should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

The Technical Advisor should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

FORMAT FOR FINANCIAL PROPOSAL

In addition to the Technical Proposal, the parties will be required to submit in a separately sealed envelope a Financial Proposal describing the amount of its fees in accordance with the requirements of this RFP Package.

	Currency (Pakistan Rupees)	Amount
Total Bid Amount =		
a) Technical Advisory Fee		

Notes:

- For avoidance of doubt, the Client shall not be responsible for any taxes, charges, levies etc. arising from payments to the Advisor.

DRAFT TECHNICAL ADVISORY SERVICES AGREEMENT

FOR

DEVELOPMENT OF THE 'NATIONAL INSTITUTE OF DENTISTRY

UNDER

PUBLIC PRIVATE PARTNERSHIP

DRAFT ADVISORY SERVICES AGREEMENT

THIS AGREEMENT, (hereinafter together with the recitals and the appendices attached hereto called this "Agreement") is made on the ____ day of ____ 2009, between

Infrastructure Project Development Facility ("IPDF"), a company incorporated under section 42 of the Companies Ordinance, 1984 by the Government of Pakistan through the Ministry of Finance and having its registered office at House 2, Street 59, F - 7/4, Islamabad (hereinafter called the "IPDF"), which expression shall mean and include its successors, administrators and legal representatives, and

_____ (hereinafter called the "Technical Advisor (TA)", which expression shall mean and include its successors, administrators and legal representatives, and together with IPDF hereinafter called the "parties").

WHEREAS

- (a) IPDF wishes to appoint a specialized firm/team of specialists to act as the Technical Advisor to IPDF to carry out the Services.
- (b) The Technical Advisor, represents and covenants to IPDF that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference and Letter of Appointment, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Tehnical Advisor recommends from similar experiences in the field.

NOW THIS AGREEMENT WITNESSETH**1. GENERAL PROVISIONS****1.1 Definitions**

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- a) "Advisory Fee" means the total amount to be paid by IPDF, attached as Annexure, after successful completion of deliverables as specified in the Terms of Reference, attached as Annexure, to the Technical Advisor.
- b) "Agreement" means this Agreement between the IPDF and the Technical Advisor.
- c) "Applicable Law" means the laws of Islamic Republic of Pakistan.

- d) "Effective Date" means the date on which this Agreement is signed between the Parties.
- e) "End Date" means 18 months from effective date, unless agreed in writing by the Parties.
- f) "Force Majeure" for the purpose of this Agreement means
 - l. an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse affect on the ability of the Technical Advisor to carry out the Services.
- II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's Subcontractors or Personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement
- g) "IPDF" is defined in the preamble.
- h) "Party" means the IPDF or the Technical Advisor, as the case may be, and the IPDF and the Technical Advisor shall collectively mean the "Parties".
- i) "Personnel" means persons hired/employed by the Technical Advisor or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services.
- j) "Project" means development of the "National Institute of Dentistry" on Public Private Partnership modality
- k) "PIMS" means Pakistan Institute of Medical Sciences
- l) "Services" means the technical advisory work to be performed by the Technical Advisor as and when required for the development and implementation of the Project, pursuant to this Agreement and as fully described in the Terms of Reference attached as Annexure and the Technical Proposal submitted by the Technical Advisor attached as

Annexure, or any other service mutually agreed upon by the parties from time to time in writing during the Agreement.

- m) "Starting Date" means the date referred to in Clause 2.2.
- n) "Sub-contractor" means any person or entity to be appointed by the Technical Advisor including but not limited to accounting, legal, and technical/ consultants whether located in Pakistan or abroad, to which the Technical Advisor sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement.
- o) "Technical Advisory Fee" means amount of compensation that will be paid at the time of the successful submission and approval of the deliverables.
- p) "Technical Advisor" is defined in the Preamble.
- q) "Third Party" means any person or entity other than the IPDF, the Technical Advisor or a Subcontractor.

1.2 Relation between the Parties

- (a) The Technical Advisor shall act as Advisor to the IPDF for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Technical Advisor; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.
- (b) The Advisor shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the IPDF.

1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Technical Advisor undertakes to comply with the Applicable Law during the performance of the Services and completion of the Project.

1.4 Headings

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

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, courier service or facsimile to such Party at the following address:

For Technical Advisor:

For IPDF:

Chief Executive Officer (CEO)
H.No. 2, Street 59, F - 7/4,
Islamabad
Tel: (92 - 51) 2270771 - 3
Fax: (92 - 51) 9205926

1.5.2 Notice will be deemed to be effective as follows:

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

1.5.3 A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.6 Authorized Representatives

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

- (a) on behalf of the IPDF, by its Chief Executive Officer ; and
- (b) on behalf of the Technical Advisor, by _____.

2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force from the Effective Date.

2.2 Commencement of Services

The Technical Advisor shall commence carrying out the Services not later than 7 (seven) days ("Starting Date") after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Technical Advisor before the End Date or as mutually agreed in writing by the Parties.

2.3 Expiration of Agreement

Unless terminated pursuant to Clause 2.7, this Agreement shall expire when the Services have been completed.

2.4 Entire Agreement

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference and Annexures attached hereto shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Technical Advisor and IPDF shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

2.5 Modification

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

2.6 Suspension of Services

IPDF may, by written notice of suspension to the Technical Advisor, suspend the Services under this Agreement for a cumulative period not exceeding 60 (sixty) days.

2.7 Termination

2.7.1 Termination by IPDF

The IPDF may terminate this Agreement if the Technical Advisor:

- (a) is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as IPDF may have subsequently approved in writing) of being called to do so by the IPDF; OR

- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6.

In any event, IPDF may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Technical Advisor), the IPDF shall be required to make payment to the Technical Advisor in relation to fees which have been duly accrued or billed by the Technical Advisor in accordance with this Agreement.

2.7.2 Termination by Technical Advisor

In the event the Services are not completed by the Technical Advisor, due to no fault on the part of the Technical Advisor, its Sub-contractors or Personnel, the Technical Advisor shall have the right to terminate this Agreement after expiry of eighteen (18) months from the Start Date.

2.7.3 Cessation of Rights and Obligations

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

2.7.4 Cessation of Services

On termination of this Agreement pursuant to Clause 2.7, the Technical Advisor shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Technical Advisor shall hand over to IPDF all documents prepared directly by the Technical Advisor or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Project on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Technical Advisor.

3. OBLIGATIONS OF THE TECHNICAL ADVISOR

3.1 General

3.1.1 Scope of Work

The Technical Advisor shall perform the Services in accordance with the terms and conditions of this Agreement.

3.1.2 Standard of Performance

The Technical Advisor shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Technical Advisor shall be under a duty of care and always act in good faith/respect of any matter relating to this Agreement or to the Services, and shall at all times support and safeguard the IPDF's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Technical Advisor shall ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Technical Advisor.

3.1.3 Coordination

The Technical Advisor shall be responsible for the overall coordination of the Project, including the work of its subcontractors in relation to the carrying out of the services and the timely completion of the activities necessary for carrying out the activities envisaged under this Agreement. The Technical Advisor shall ensure the representation of its relevant personnel and the subcontractors at the meetings required including those of the Steering Committee and any other meetings/presentations necessary for the successful and timely completion of the Project.

3.2 Conflict of Interests

3.2.1 Technical Advisor not to Benefit from Commissions or Discounts

The Technical Advisor, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from IPDF as per Clause 6 hereunder, and neither the Technical Advisor nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Technical Advisor shall use its reasonable efforts to ensure

that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Technical Advisor receive any such additional remuneration.

3.2.2 Prohibition of Conflicting Activities

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Technical Advisor nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in and with respect to PIMS and IPDF which would conflict with the activities assigned to them under this Agreement.

3.2.3 Technical Advisor not to provide other Services

During the term of this Agreement, the Technical Advisor, Sub-contractors/ consultants, and the Personnel shall not provide similar / related services to other parties involved in the procurement of this Project.

3.3 Confidentiality / Disclosure

3.3.1 Confidentiality / Disclosure by Technical Advisor

The Technocal Advisor shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the IPDF's and PIMS' business or operations (other than for the purposes of the Services) without the prior written consent of the IPDF, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the possession of the Technical Advisor at the time of such disclosure to them.

The fact that Technical Advisor has a professional relationship with IPDF shall not be treated as confidential information and TA may disclose this fact, and the general nature of its work, to clients, prospective clients, or other third parties. However, any such disclosure will not be made until the completion or abandonment of the transaction, as the case may be, or until the time that this fact is declared by IPDF to the regulators or is made public by IPDF.

3.3.2 Confidentiality / Disclosure by IPDF

There shall be no prohibition on IPDF to disclose any information relating to the Project to any third party. IPDF acknowledges that all the TA's deliverables including reports will include statements limiting its liability towards any third party readers.

3.4 Indemnification of the IPDF and PIMS by the Technical Advisor

The Technical Advisor shall indemnify and hold harmless IPDF and PIMS against all losses, claims, damages or liabilities to which IPDF may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Technical Advisor relating to the Services, provided that the Technical Advisor shall not be liable for indirect or consequential losses or damages.

3.5 Indemnification of the Technical Advisor by IPDF

IPDF shall indemnify the Technical Advisor, and hold it harmless against all losses, claims, damages or liabilities to which Technical Advisor may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of either IPDF and/or PIMS relating to this Agreement and the information to be provided to the Technical Advisor in terms of this Agreement, provided that IPDF shall not be liable for indirect or consequential losses or damages.

3.6 Limitation of liability

To the fullest extent permitted by applicable law (including, without limitation, regulations and interpretations promulgated by the Securities and Exchange Commission of Pakistan), the total aggregate liability of TA to IPDF and all of IPDF affiliates and their respective successors and permitted assigns, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, in connection with the performance of the Services or otherwise under this Agreement, shall be limited to the fees actually paid or to be paid to the TA in respect of such Services.

3.7 Duration for Claim of liability

Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this Agreement shall not be brought against the other Party after one year of the financial close of the Project or the termination of this Agreement, whichever occurs first.

3.8 Insurance

The Technical Advisor and Subcontractors shall be responsible for their own insurance and shall take out and maintain sufficient liability insurance, or will be adequately self insured to provide for the risks incurred by providing the Services. In the event the Technical Advisor receives any claim for damages/compensation in respect of the services for which it seeks indemnification from IPDF in terms of clause 3.5 herein then the Technical Advisor shall first seek

settlement from its insurers, where available, for satisfaction of such claims before resorting to the IPDF for purposes of indemnification.

3.9 Technical Advisor Actions requiring IPDF's prior Approval

Other than those defined in clause 4.2 below, the Technical Advisor shall obtain the IPDF's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services.
- (ii) Termination of a subcontract for the non-performance of any part of the Services.

provided that approval by the IPDF hereunder shall not relieve the Technical Advisor of their obligations under this Agreement.

3.10 Accounting, Inspection and Auditing

The Technical Advisor shall keep accurate and systematic accounts and records regarding the Services and the Project, which records a duly authorized representative of the IPDF shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Technical Advisor.

3.11 Documents prepared by the Consultants to be the Property of the IPDF

All reports, models and other documents, including all software data prepared by the **Technical Advisors and subcontractors** in performing the Services shall become and remain the property of the IPDF, and Technical Advisors shall, upon the prior receipt by the Consultants of all amounts payable to them under this Agreement, hand over to the IPDF all documents and records prepared directly by it or by any of its Subcontractors, whether in final or in draft form, complete or in the process of being completed, in connection with the Project on paper and electronic form, together with a detailed inventory thereof. The Technical Advisor and the relevant Subcontractor may retain a copy of any such documents or records.

3.12 Taxes and Duties

The Technical Advisor shall pay when due and as applicable all taxes including, income taxes, sales and use taxes, excise duties, import and export duties, taxes on property of the Financial Advisor, any Subcontractors and Personnel, duties, license fees, octroi, electricity duty, impositions, levies etc, for the Technical Advisor, any Subcontractors and Personnel and any and all other Governmental

taxes, fees, duties, levies or charges whatsoever arising out of or in connection with the performance of the Services.

4. Technical ADVISOR'S AND SUBCONTRACTORS' PERSONNEL

4.1 General

The Technical Advisor shall deploy professionally qualified and experienced Personnel to carry out the Services. IPDF and the Technical Advisor have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr./Ms. _____ shall be on first call to the IPDF throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr./Ms. _____ shall be available in his place.

4.2 Appointment of Sub-contractors / Consultants

The Technical Advisor shall engage the services of the following Sub-contractors / consultants as indicated in the Technical Proposal attached as Annexure for the successful completion of its Terms of Reference attached as Annexure A under this Agreement:

1 _____ (Technical Consultant (s))

4.4 Approval of Personnel

All Personnel of the Technical Advisor and the Subcontractors and any other personnel that may be employed during the course of the project will be subject to normal security clearances where so required by IPDF.

4.5 Removal and Replacement of Personnel

- (a) If, for any reason, it becomes necessary to replace any of the senior Personnel identified in the Technical Proposal submitted by the Technical Advisor attached as Annexure C or any Subcontractor after the Effective Date, the Technical Advisor shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Technical Advisor shall submit to the IPDF for review and approval and whom the IPDF may if it so desires call for an interview at the cost and expense of the Technical Advisor if IPDF does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the IPDF.
- (b) If IPDF (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by IPDF in its discretion or has been charged

with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Technical Advisor shall, at the IPDF's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to the IPDF subject to the same terms and conditions specified in Clause 4.5 (a).

4.6 Technical Advisor Staff

IPDF undertakes that during the course of this engagement and for a period of six months following its conclusion IPDF will not:

- a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of professional staff of the TA with whom IPDF has had dealings in connection with this engagement.: or
- b) employ any such person or engage them in any way to provide services to IPDF.

This undertaking shall not apply in respect of any member of TA staff who without having been previously approached directly or indirectly by IPDF responds to an advertisement placed by IPDF.

5. OBLIGATIONS OF IPDF

5.1 Assistance and Exemptions

IPDF shall use its best efforts, where such efforts are specifically requested stating the reasons for IPDF assistance, to ensure that the IPDF issues to its officials, agents and representatives all such instructions as may be specified by the Technical Advisor as being necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Information and Decisions

- (a) The IPDF will co-operate with the Technical Advisor and will endeavor to furnish the Technical Advisor with all such information and data concerning 'National Institute of Dentistry' Project, which the Technical Advisor may require in connection with the performance of the Services. IPDF will provide Technical Advisor with access to PIMS' officers and employees and to such other information and reports as the Technical Advisor may reasonably require. IPDF will use its best efforts to ensure that all such information (including expressions of opinions) or documentation as is provided to the Technical Advisor is complete, true,

fair, accurate and not misleading and that there are no omissions which could be material. In the event, during the course of the Technical Advisor's engagement under this Agreement, IPDF subsequently discovers something, which renders any such information untrue, unfair, inaccurate or misleading it will notify the Technical Advisor at once.

- (b) The IPDF shall use its best efforts to ensure that, where co-operation is required from, or decisions need to be taken or approvals given by the IPDF or PIMS in the course of the Project, that co-operation will be promptly given and these decisions or approvals will not be unreasonably withheld or delayed.
- (c) IPDF acknowledges and agrees that, in rendering the Services hereunder; the Technical Advisor will be using and relying on the information supplied to them by IPDF and/or PIMS in addition to other information which the Technical Advisor shall be responsible for gathering for effective design of the project.

6. PAYMENTS TO THE TECHNICAL ADVISOR

6.1 Currency of Payment

All payments to the Technical Advisor for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

6.2 Mode of Billing and Payment

Payments in respect of the Services shall be made within thirty (30) days of receipt of original invoices as follows:

- (a) The Technical Advisory Fee shall be paid on milestone basis as identified in Annexure based on the submission of deliverables by the Technical Advisor as required in the Terms of Reference and following acceptance of the same by the Client. The Advisory Fee to be paid by IPDF for provision of services under this agreement shall not exceed a total of Pak Rupees, _____ (_____ Pak Rupees Only), to the Technical Advisor for the performance of services under this agreement as per the milestones in Appendix.
- (b) IPDF reserves the right to withhold ___% of the payment due as a penalty, if a deliverable is not completed within the stipulated time as provided in Annexure to this Agreement, if in the opinion of IPDF, the delay in completing the said deliverable is caused by the Technical Advisor. However, any such deduction shall be released by IPDF if the overall project is completed within the timeframe outlined in Annexure.

- (c) All payments under this Agreement shall be made to the account of the Technical Advisor as follows:

[Bank Account Details]

- (e) The Total remuneration of the Technical Advisor under this Agreement shall not exceed Pak Rupees _____ (_____ Pak Rupees Only).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. SETTLEMENT OF DISPUTES

8.1 Courts having jurisdiction

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

9. ADDITIONAL COVENANTS

9.1 Publicity

The Technical Advisor shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Project and the Agreement shall be in consultation with and approved in writing in advance by IPDF before release by the Technical Advisor, its Subcontractors and Personnel.

9.2 Waivers

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3 Severability

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.4 Originals

This Agreement is being executed in three originals, one each to be retained by the Technical Advisor, PIMS and the IPDF.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.

FOR AND ON BEHALF OF IPDF

FOR AND ON BEHALF OF THE TECHNICAL ADVISOR

CONDITIONS

FOR

REQUEST FOR PROPOSALS

FOR

TECHNICAL ADVISORY SERVICES

FOR

THE 'NATIONAL INSTITUTE OF DENTISTRY'

UNDER

PUBLIC PRIVATE PARTNERSHIP

CONDITIONS

1. IPDF shall have the right at all times to:
 - Cancel the process for selection of Advisor
 - Vary any of the terms set out in the RFP or any of the Annexes and Appendices thereto
 - Reject any Proposal not delivered in the prescribed format and at the prescribed venue at the prescribed time

2. The Technical Advisor shall protect and defend unconditionally as well as indemnify and hold IPDF and PIMS, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. IPDF makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall IPDF be liable for contingent or consequential, special or indirect damages.

APPENDIX A

Indicative Advisory Fee Payment Schedule

The Advisory Fee Payment Schedule (Payment to be made in Pak. Rupees):

Indicative Deliverables	Percentage age of Advisory Fee
Phase 1	
Signing of the Agreement for Technical Advisory Services	05
Deliverables pertaining to task 2 (a) (i)	05
Deliverables pertaining to task 2 (a) (iii)	65
Phase 2	
Deliverables pertaining to Phase 2	25
Total =	100%