GOVERNMENT OF PAKISTAN
MINISTRY OF FEDERAL EDUCATION & PROFESSIONAL TRAINING
ISLAMABAD

Request for Proposal

INSPECTION, TESTING, VERIFICATION & BRANDING OF DONATED USED/REFURBISHED CHROMEBOOKS

The Ministry of Federal Education & Professional Training invites electronic bids through EPADS from reputable and experienced firms for inspection, functional/technical testing, specification verification, quality assurance, reporting, re-inspection and branding of donated used/refurbished Chromebooks intended for distribution to school students.

The procurement shall be conducted through Single Stage – Two Envelope Procedure in accordance with the Public Procurement Rules, 2004, as amended from time to time. Interested bidders must fulfill the eligibility, qualification and technical requirements specified in the bidding documents.

The bidding documents, including Instructions to Bidders, Technical Specifications, Scope of Services, BOQ and Evaluation Criteria, may be downloaded from EPADS/PPRA and the Ministry's website.

Bid Security: PKR 14.75 Millions in the form specified in the bidding documents shall be submitted as prescribed.

A pre-bid meeting shall be held on 4th September 2026 at 11:30 AM at Committee Room, 1st Floor, Block-C, Ministry of Federal Education & Professional Training, Islamabad.

Bid Submission/Closing Date & Time: 17th September 2026 at 11:00AM through EPADS. Opening Date & Time: 17th September 2026 at 11:30 AM.

The Ministry reserves the right to accept or reject any or all bids in accordance with the Public Procurement Rules, 2004, as amended from time to time.

Section Officer (G&P)
Ministry of Federal Education & Professional Training
Pak-Secretariat, Islamabad
Ph: 051-9103977

Contents

PART I

Section I. Request for Proposal

[*Insert Name of PA*]

[*Insert logo*]

Proposal No: …………………….

for

[*Insert title or brief description of the consulting services*]

Date: ………………..

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in [*insert media*] Issue No. [*insert the issue No*] dated [*insert dates of issue of PPN*]

3. The [*insert: name of PA]* now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.

4. This Request for Proposal (RFP) has been addressed to the short-listed Consultants: [*insert: List of Short-listed Consultants*]

   or

   This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

5. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP.

6. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants and Data Sheet
   Section 3 - Technical Proposal (*[select:* FTP *or* STP]) - Standard Forms

Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 - Terms of Reference
Section 7 - Standard Forms of Contract (*[select:* Time-Based *]*)

7. Please submit your proposal on the following address [*insert address*]:

Yours sincerely,

[*Insert the title of the Principal Accounting Officer or Project Director or Project Manager*]

Section II. Instructions to Consultants k

[“<u>Notes to the Procuring Agency”</u>: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority, to address respective project or particular procurement issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Procuring Agency” should be deleted from the final RFP

A. General Provisions

1. Definitions	1.1 Definition a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract. d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. f) “Day” means a calendar day. g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

	h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants. l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP. o) “Services” means the work to be performed by the Consultant pursuant to the Contract.

	p) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract. *r)* "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.2 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. 2.3 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.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency.

	Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority. 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
c. Conflicting relationships	(iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4. **Unfair Competitive Advantage**	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in

	question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
6.	6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
b. Prohibitions	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
c. Restrictions for public employees	6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they (i) are on leave of absence without pay, or have resigned or retired;

	(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and (iii) their hiring would not create a conflict of interest.
	B. Preparation of Proposals
7. General Considerations	7.1 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.
8. Cost of Preparation of Proposal	8.1The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1The 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.
10. **Documents Comprising the Proposal**	10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.

11. Only One Proposal	11.1 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.
12. **Proposal Validity**	12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.

	12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 12.6The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
	12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
	12.11Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.
	12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.
	12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.
	12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:

	(a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: (i) sign the contract, or (ii) furnish the required performance security
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below: i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. 13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: i. 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. ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. iii. 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.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Taxes	16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
b. Currency of Proposal	16.3 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.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address,

	RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".
	17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
	17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.
Withdrawal of bids	17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.
	17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.
	17.12 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.
	18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its

	Proposal, and may be subject to the application of prevailing blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.
19. Opening of Proposal (Technical Proposals)	19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **BDS**. The Consultant' representatives present shall sign a register as proof of their attendance. 19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. 19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. 19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening.

	Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date. 19.5 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC. 19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **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**.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

	22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
24. Correction of Errors	24.1 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.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the

	amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of 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.
25. Taxes	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the **Data Sheet**.
26. Conversion to Single Currency	26.1 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**.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 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.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 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.
Least-Cost Selection	27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. **Negotiations**	28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's

		representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2	The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
a. Availability of Key Experts	28.3	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.
	28.4	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part 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.
c. Financial Negotiations	28.6	There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
29. Conclusion of Negotiations	29.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.

	29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
30. Award of Contract	30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
31. Grievance Redressal Mechanism	31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. 31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. 31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later

	than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report. 31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. 31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. 31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”. 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

32. Mechanism of Blacklisting	32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and Fails to iii. abide by the id securing declaration; 32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies. 32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice 32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed. 32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct

	issuance of a notice to the bidder or contractor for personal hearing. 32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed. 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority. 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency. 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3)

		Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.
	32.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	32.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Section III. Proposal Data Sheet

[“Notes to Procuring Agency” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP]

A. General	
ITC Clause Reference	
2.1	• Name of the Procuring Agency: **Ministry of Federal Education and Professional Training First Floor Pak Secretariat Block-C Islamabad.** ________________________________ **Method of selection**: Least Cost Basis Selection as per Applicable Selection Technique i.e. Least Cost Basis Selection or Quality & Cost Based Selection.
2.2	***[****Choose appropriate option****]*** **Financial Proposal is to be submitted in separate envelope as per the as per the Single Stage Two Envelop Bidding Procedure** **The name of the assignment is**: **INSPECTION, TESTING, VERIFICATION & BRANDING OF DONATED USED/REFURBISHED CHROMEBOOKS**
2.3	**A pre-proposal conference/meeting will be held**: Yes __ *[If “Yes”, fill in the following:]* Date of pre-proposal conference/meeting:__As per RFQ____________________ Time: ______________________________ Address: ______________________________ Telephone: ______________ Facsimile: ________________ E-mail: ________________ Contact person/conference coordinator:*[insert name and title]* ______________________
6.3.1	**A list of debarred firms and individuals is available at the PPRA website***:* https://ppra.org.pk/

B. Preparation of Proposals	
9.1	The **language of the Bid** is *[insert "English" or" any other language in case the Procuring Agency is in some other country]. English* All correspondence shall be in [*English*.] The language for translation of supporting documents and printed literature is *[English]*.
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** Yes _________ or No________
12.1	**Proposals shall be valid until** *[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals]*
13.1	**Clarifications may be requested no later than** [*insert number]* **days prior to the submission deadline.** The contact information for requesting clarifications is: ________________ ____ E-mail: ______________________
14.1.2 (do not use for Fixed Budget method)	*[If not used, state "Not applicable". If used, insert the following:* **Estimated input of Key Experts' time-input: __________person-months.** *[OR]* **Estimated total cost of the assignment:_____________** *[Indicate only either time input (in person-month) or total cost, but not both!]*
14.1.3 for time-based contracts only	*[If not used, state "Not applicable". If used, insert the following: Not applicable* **The Consultant's Proposal must include <u>the minimum</u> 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. *]*
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to one foreign currencies. **The Financial Proposal should state local costs in the Procuring Agency's country currency (local currency):** Yes
C. Submission, Opening and Evaluation	
17.1	**The Consultants *[insert "*shall*" or "*shall not*"]* have the option of submitting their Proposals electronically.** *["Yes",t:* ***The electronic submission procedures shall be:*** *[EPADS.]*
19.4	**An online option of the opening of the Technical Proposals is offered:** Yes ____ *[yes, "**The online opening procedure shall be: [**EPADS]* **The opening shall take place at:** *[Insert: "*same as the Proposal submission address*" OR insert and fill in the following: As Per RFP* Street Address:________________ Floor, room number____________ City:_________________________ Country:______________________ **Date**: same as the submission deadline indicated in 17.7. **Time:** *[insert time in 24h format, for example – "16:00 local time]* *[The time should be immediately after the time for the submission deadline stated in 17.7]*
23.1	**An online option of the opening of the Financial Proposals is offered:** Yes ____or No________. *[If yes, insert "***The online opening procedure shall be:** *[describe the procedure for online opening of Financial Proposals.]*

Performance Security	The successful bidder shall furnish a Performance Security equivalent to 10% of the total contract value in the form of an irrevocable and unconditional Bank Guarantee from a scheduled bank in Pakistan, before signing of the contract. The Performance Security shall remain valid throughout the contract period and shall be released upon satisfactory completion of all contractual obligations.
25.1	For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.

Sr. No.	Eligibility Requirement	Documentary Evidence
1	The bidder must be a **legally registered firm/company** in Pakistan.	Certificate of Incorporation/Registration
2	The bidder must have a **valid NTN** and be registered with the relevant tax authorities.	NTN Certificate and Tax Registration Certificate
3	The bidder must be **active taxpayer**, where applicable.	Active Taxpayer List (ATL) evidence
4	The bidder must have at least 5 **years of relevant experience** in inspection, branding, marking, quality control, testing, or similar assignments.	Work Orders/Contracts and Completion Certificates
5	The bidder must have the required **inspection, testing, branding and quality-control equipment/facilities**.	Equipment list, ownership/availability evidence and photographs.
6	The bidder must submit **audited financial statements for the last three financial years**.	Audited Financial Statements
7	The bidder must not be **blacklisted/debarred by any Federal/Provincial Government department, autonomous body or public-sector organization**.	Affidavit/Undertaking
8	The bidder must submit a **valid bid/proposal signed by the authorized representative**.	Authorization letter/Power of Attorney and signed bid

Section IV. Financial Proposal - Standard Forms

BILL OF QUANTITIES (BOQ)

Sr. No.	Description of Services	Unit	Estimated Quantity	Unit Rate (PKR)	Total Amount (PKR)
1	**Comprehensive Inspection, Functional Testing & Specification Verification of Donated Used/Refurbished Chromebooks:** Physical inspection, functional and technical testing, battery and charging assessment, keyboard, touchpad, display, Wi-Fi, USB/essential ports, system stability, touchscreen where applicable, diagnostic/performance testing, verification of processor, RAM, storage, operating system/ChromeOS, model, Serial Number/Asset ID, Auto Update Expiration (AUE), Google Admin/organizational lock status, battery health/cycle count where available, and preparation of device-wise inspection and Pass/Fail record.	Per Device	250,000		
2	**Branding of Chromebooks:** Branding of Chromebooks in accordance with the Procuring Agency's approved branding design, specifications, location and method, including proper application and quality checking of the branding, also painting on scratches through machine,	Per Device	250,000		
3	**Reporting, Reconciliation & Final Documentation of 250000 Chromebook:** Preparation and submission of batch-wise and quarterly reports, serial-number-wise inspection records, Pass/Fail lists, defect reports, branding records, reconciliation of devices received/inspected/passed/failed/re-	Per Chromebook (quarterly reported)	4		

	tested/branded/handed over, and final consolidated completion report.				
	TOTAL BID PRICE				**PKR** ________

BOQ Notes

1. The quantities stated above are **estimated quantities** and may vary according to the actual number of Chromebooks requiring inspection and branding.
2. Payment for Item No. **1** shall be made based on the actual number of Chromebooks **inspected, tested, verified and properly documented**, irrespective of whether the individual Chromebook is declared PASS or FAIL.
3. Payment for Item No. **3** shall be based on the actual number of Chromebooks successfully branded in accordance with the approved branding requirements.
4. Payment for Item No. **4** shall be made on a **quarterly basis**, subject to submission and acceptance of the required quarterly reports and reconciliation records.
5. The quoted unit rates shall be deemed to include all costs associated with providing the respective services, including manpower, inspection equipment, diagnostic tools, documentation, transportation/mobilization, quality assurance and other incidental costs, unless specifically stated otherwise in the tender documents.
6. The Inspection Firm shall not be entitled to payment for any device that has merely been received, handled or recorded but has not actually undergone the required service.
7. All payments shall be subject to verification, certification by the Procuring Agency and applicable statutory deductions/taxes.

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______________________________
Name and Title of Signatory: ______________________________

In the capacity of: ____

Address: ____

E-mail: _________________________

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

1. Proposal Security Form

To: [*name of the Procuring Agency*]

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

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

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

THE CONDITIONS of this obligation are:

1. If the Proposal

   (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;

   (b) Disagreement to arithmetical correction made to the Proposal price; or

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

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

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

Name:……………………………….. in the capacity of …………………………..

signed

____

[Signature of the Bank]

Dated on ………………………… day of ……………….. 20 ……….

2. : Proposal Securing Declaration

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

Date: *[insert date (as day, month and year)]*
Proposal No.: *[insert number of Proposal process]*
Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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

We, the undersigned, declare that:

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

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

(a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;

(b) Disagreement to arithmetical correction made to the Proposal price; or

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

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

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

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

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

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

Section V. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

1. *state "none"]*

Section VI. Terms of Reference

[Sample outline:

[Sample outline:

1. ***Background _______________________________***

2. ***Objective(s) of the Assignment _____________________***

3. ***Scope of Services, Tasks (Components) and Expected Deliverables***

   3.1 _____________________

   3.2 [indicate if downstream work is required]

   3.3 [indicate if training is a specific component of the assignment]

   3.4

   3.5 ***[Note to Procuring Agency: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following***
   (Modify as appropriate).]:

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

(i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);

(ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;

(iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;

(iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);

(v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);

(vi) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;

(vii) *ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;*

(viii) *monitor that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;*

(ix) *review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*

(x) *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*

(xi) *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*

[Include the following additional tasks if the Consultant is being employed for supervision of Works contract:

(xii) *carry-out the following activities consistent with the Works contract to be supervised including but not limited to the following:*

(a) *support the Works employer to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;*

(b) *monitor contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate contractual actions if non-compliance is identified, including upon identification of potential non-compliance by a dispute board;*

(c) *ensure that any allegation of SEA and/or SH that are received by the Consultant are documented , maintaining appropriate confidentiality, and promptly submitted to the Employer and the Contractor;*

(d) *prior to its engagement for the Works, verify that, a subcontractor not named in the contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-contractors;*

(e) *provide appropriate support and relevant documents that a dispute board may need in reviewing SEA/SH contractual compliance;*

(xiii) [add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

5. *Reporting Requirements and Time Schedule for Deliverables*

[As a minimum, list the following:

(a) *format, frequency, and contents of reports;*
(b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
(c) *dates of submission;*
(d) *persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:*

(e) Immediately notify the Procuring Agency of any failure by the Contractor to comply with its SEA and SH obligations;
(f) Immediately notify the Procuring Agency of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, The Consultant shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency;
(g) Immediately inform and share with the Procuring Agency notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;
(h) Share with the Procuring Agency in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

6. *Procuring Agency's Input and Counterpart Personnel*

(a) Services, facilities and property to be made available to the Consultant by the Procuring Agency: ______________________________ *[list/specify]*

(b) Professional and support counterpart personnel to be assigned by the Procuring Agency to the Consultant's team: ______________________________ *[list/specify]*

7. *Environmental and Social Policy*

[Note to Procuring Agency: for supervising infrastructure (such as Plant or Works) contracts:

The Procuring Agency should attach or refer to the Procuring Agency's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring Agency should use the following guidance in drafting an appropriate policy.

PART II

Section VII. Conditions of Contract and Contract Forms

Foreword

1. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Consultant and to be involved in the daily execution of the assignment.

2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

Section VIII
STANDARD FORM OF CONTRACT

Contract for Consultant’s Services

Project Name ___________________________

***[Loan/Credit/Grant]* No.____________________**

Contract No. ____________________________

between

____

[Name of the Procuring Agency]

and

____

[Name of the Consultant]

Dated: _______________________

3. Form of Contract

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

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

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

WHEREAS

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

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

(c) the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it 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:

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

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

   Appendix A: Terms of Reference
   Appendix B: Key Experts

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

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

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

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

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

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

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

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

____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

____

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

1. Definitions

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

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

(b) **Procuring Agency"** means:-

(c) any Ministry, Division, Department or any Office of the Federal Government;

(d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.

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

(f) **"Consultant"** means an individual consultant or a consulting firm as the case may be;

(g) **"Contract"** means an agreement enforceable by law;

(h) **"Contractor"** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;

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

(j) **"Day"** means calendar day unless indicated otherwise.

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

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

(m) **"Foreign Currency"** means any currency other than the Pakistani Rupees.

(n) **“GCC”** means these General Conditions of Contract.

(o) **“Government”** means the Government of Pakistan.

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

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

(r) **“Local Currency”** means the currency of Pakistan

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

(t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.

(u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

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

(x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
4. Language	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
	6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. Location	7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC.**

10. Fraud and Corruption

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

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

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

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

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. 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

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

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

18. Suspension

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

19. Termination 19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

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

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

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

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

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

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

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

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

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring

Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

19.1.6 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

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

21. Conflict of Interests

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

a. Consultant Not to Benefit from

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to

Commissions, Discounts, etc.

Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. 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 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:

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

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

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

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

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

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the 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.

(g) 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

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

Reimbursable Expenses

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

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 Authority shall pay the Service Provider any monies due the Service Provider.

Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with the law of Pakistan.** *[However, the Parties may consider the option of choice of law and choice of forum, if the same has been acceded to by the Government of Pakistan, and it is protected by the respective statutory instrument.]*
4.1	**The language is:____________** *English*
6.1 and 6.2	**The addresses are:** Procuring Agency : As Per RFP ___________ ____ Attention : ____ E-mail (where permitted):_________________________________ Consultant : ____ ____ Attention : ____ E-mail (where permitted) :________________________________
8.1	*Joint venture is not allowed*
9.1	**The Authorized Representatives are:** **For the Procuring Agency:** *[name, title]*__________________________ **For the Consultant:** *[name, title]*__________________________
11.1	*[Note: If there are no effectiveness conditions, state "N/A"] N/A* **The effectiveness conditions are the following**: *[insert "N/A" or list the conditions]*

12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be _________________________** *The time period shall be thirty (30) days from the date of signing of the Contract..*
13.1	**Commencement of Services:** **The number of days shall be____________________** *[10 days]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** The time period shall be twelve (12) months from the date of effectiveness of the Contract.
21 b.	**The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes______

49.	*[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]* **Dispute Resolution** i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. 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 EPADS. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider. **Arbitrator's fee:**

	The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties. **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 Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator. **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.

1. Background

The Procuring Agency intends to engage a qualified and experienced firm/service provider for the inspection, verification, quality assessment and branding of 250,000 Chromebooks (donated and refurbished) after completion of service delivery. The assignment is intended to ensure that all Chromebooks supplied, repaired, configured or otherwise serviced are properly inspected, functional, compliant with approved specifications, and appropriately branded before deployment/use.

2. Objective

The objectives of this assignment are to:

- Verify the quantity and physical condition of Chromebooks after service delivery.
- Inspect functionality and performance against approved specifications.
- Identify defective, damaged, missing or non-compliant units.
- Verify operating system, device configuration and essential software.

- Confirm that required accessories are available and functional.
- Ensure institutional branding is applied to 100% of Chromebooks per the approved branding guidelines, and no unit is accepted until branding is verified compliant.
- Maintain an auditable record of inspected and accepted devices.
- Recommend acceptance, rectification, replacement or rejection of non-compliant units.

3. Scope of Services

The selected firm shall undertake the following activities:

A. Physical Inspection

- Verify make, model, serial number and asset/device identification number.
- Check body, screen, keyboard, touchpad, hinges, ports and casing.
- Inspect chargers/adapters and other accessories.
- Check for physical damage, cracks, dents, loose components or signs of improper repair.
- Verify that the quantity delivered corresponds with approved records.

B. Functional and Technical Inspection

Each Chromebook shall be tested for:

- Power-on and boot functionality.
- Display and screen quality (no dead/stuck pixels, brightness uniformity check).
- Keyboard and touchpad.
- USB, audio and other ports.
- Camera and microphone.
- Speakers and audio output.
- Wi-Fi and Bluetooth connectivity.
- Battery health and charging performance (no swelling).
- Operating system and system updates.
- Storage and RAM configuration.
- Device performance and basic response time (against defined benchmark/diagnostic tool).
- Login/user-account functionality.
- Required educational applications/software.
- Factory reset/recovery functionality, where applicable.
- Security settings and device-management configuration.
- Auto Update Expiration (AUE) date verification and recording.
- Enrolment/domain status verification (confirm device is not locked to a prior Google Workspace/Admin Console domain).
- Developer Mode status (must be OFF; verified boot enabled).
- Device policy/MDM push verification (device correctly receives and applies managed configuration post-enrolment).

C. Specification Verification

The service provider shall compare each device with the approved technical specifications and prepare a compliance report showing:

Item	Required Specification	Actual Specification	Status
Make/Model	As approved	To be recorded	Compliant/Non-compliant
Processor	As approved	To be recorded	Compliant/Non-compliant
RAM	As approved	To be recorded	Compliant/Non-compliant
Storage	As approved	To be recorded	Compliant/Non-compliant
Display	As approved	To be recorded	Compliant/Non-compliant
Battery	As approved	To be recorded	Compliant/Non-compliant
Operating System	As approved	To be recorded	Compliant/Non-compliant
Accessories	As approved	To be recorded	Compliant/Non-compliant

4. Branding Requirements

Following successful inspection and acceptance, the selected service provider shall undertake branding of the Chromebooks in accordance with the Procuring Agency's approved branding guidelines.

Branding shall include, where applicable:

- Approved institutional/project logo.
- Project/program name.
- Government/department logo as approved.
- Asset identification number.
- Serial number or QR/barcode identification.
- Any approved donor/project acknowledgement.

- Placement of branding at Chromebook identified/approved by the Procuring Agency.

The branding material shall be:

- Durable and professionally finished.
- Scratch-resistant and suitable for regular handling.
- Properly aligned and securely affixed.
- Resistant to normal cleaning and classroom use.
- Consistent in size, colour, typography and placement across all devices.
- Approved through a sample/mock-up before mass application.

No branding shall be applied to devices that fail inspection until the identified deficiencies have been rectified and the device has been accepted.

5. Inspection Methodology

The service provider shall submit an inspection methodology covering:

1. Device identification and tagging.
2. Physical inspection.
3. Technical and functional testing (including AUE, enrollment/domain, and Developer Mode status).
4. Specification verification.
5. Recording of test results.
6. Identification of defects/non-compliance.
7. Rectification/retesting process, including the defect-notification and handoff procedure where rectification is not within the firm's own scope.
8. Final acceptance.
9. Branding.
10. Post-branding quality inspection.
11. Final documentation and handover, including the complete device inventory.

6. Inspection and Acceptance Criteria

Each Chromebook shall be classified as:

- **Accepted** – fully compliant and functional.
- **Accepted after Rectification** – deficiencies corrected and successfully retested.
- **Rejected** – materially defective or non-compliant.
- **Pending** – requiring further technical assessment or documentation.

The Procuring Agency reserves the right to conduct random or sample-based verification of inspected devices.

7. Deliverables

The selected firm shall provide:

- Detailed inspection checklist.
- Device-wise inspection/verification report.
- Serial-number-wise inventory, including AUE date, enrollment/domain status, and Developer Mode status per device.
- Technical compliance report.
- List of defective/non-compliant devices.
- Rectification and retesting report.
- Branding sample/mock-up for approval.
- Photographic evidence before and after branding, where required.
- Final branded-device inventory.
- Final inspection and acceptance report.
- Soft copies in structured, searchable format (e.g., Excel/CSV database) and hard copies of all relevant documentation.

8. Staffing and Expertise

The firm shall deploy suitably qualified personnel, including as required:

- IT/Hardware Engineer.
- Chromebook/Computer Technician.
- Quality Assurance/Inspection Officer.
- Branding/Graphic Design Technician.
- Data/Documentation Officer.

The bidder shall provide CVs and relevant experience of key personnel.

9. Experience of Firm

The bidder should demonstrate relevant experience in:

- Inspection/testing of computers, laptops or Chromebooks.
- IT equipment quality assurance.
- Asset verification and inventory management.
- Large-scale device deployment.
- Institutional/government branding of IT equipment.
- Similar assignments for educational institutions or public-sector organizations.
- Firm must hold valid ISO 9001:2015 (Quality Management Systems certification, or the latest applicable revision.
- All certifications must be current and valid for the full duration of the assignment.
- Expired or lapsed certification renders the bid non-responsive.

Preference may be given to firms with experience in assignments of comparable scale and complexity.

10. Quality Assurance

The service provider shall maintain a quality-control mechanism to ensure that:

- No device is branded before successful inspection.
- Each device is individually traceable.
- Inspection results are recorded accurately.
- Defective devices are clearly identified and segregated.
- Branding is consistent across all devices.
- Random quality checks are conducted.
- Any branding defects are corrected at the firm's cost.

11. Reporting

The firm shall submit periodic progress reports containing:

- Number of Chromebooks received/available for inspection.
- Number inspected.
- Number passed.
- Number failed.
- Number under rectification.
- Number re-tested.
- Number branded.
- Number finally accepted.
- Outstanding issues and recommended corrective actions.

12. Timeline

The assignment shall be completed within the period specified in the contract/work order. The bidder shall submit a detailed work plan indicating:

- Mobilization.
- Inspection schedule.
- Rectification/retesting.
- Branding.
- Final quality inspection.
- Documentation and handover.

12.A Penalty for Late Inspection and Defective Services

1. Late Inspection, Testing and Branding

In the event the Service Provider fails to complete the required inspection, testing, verification and branding of Chromebooks within the period specified in the Contract, the Service

Provider shall be liable to pay a liquidated damages/penalty of Rs. 3,000/- (Rupees Three Thousand only) per day for each day of delay, calculated from the date immediately following the expiry of the stipulated period until the date of satisfactory completion of the required inspection, testing and branding activities.

The total amount of penalty for late completion shall not exceed 10% of the total Contract Value. The Procuring Agency shall have the right to deduct/recover the applicable penalty from any payment due or becoming due to the Service Provider.

2. Defective or Non-Conforming Services

The Service Provider shall perform all inspection, testing, verification and branding activities strictly in accordance with the approved specifications, inspection requirements, quality standards and other terms of the Contract.

If any inspection, testing, verification or branding activity is found to be incorrect, incomplete, improperly performed, incorrectly recorded, or otherwise non-conforming with the approved requirements, the Procuring Agency may require the Service Provider to rectify such deficiency.

The Service Provider shall, at its own cost and without any additional financial liability to the Procuring Agency, re-inspect, re-test, re-verify or re-brand the affected Chromebook(s) within seven (07) working days of receiving written notification from the Procuring Agency.

All costs associated with such rectification, including transportation, loading, unloading, handling, re-inspection, re-testing, re-branding and other associated costs, shall be borne entirely by the Service Provider.

3. Failure to Rectify

Where the Service Provider fails to rectify defective or non-conforming services within the prescribed period, the Procuring Agency may, without prejudice to its other contractual rights and remedies:

- impose the applicable delay penalty until satisfactory rectification is completed;
- arrange the required inspection, testing, re-inspection, re-testing or branding through an alternative source at the risk and cost of the Service Provider; and/or
- take any other action permissible under the Contract and applicable PPRA Rules.

4. No Waiver of Rights

Acceptance of any inspection report, testing result, verification record or branding activity by the Procuring Agency shall not constitute a waiver of its right to subsequently require correction, re-inspection, re-testing, re-verification or other contractual remedies where an error, omission or non-conformity attributable to the Service Provider is subsequently identified.

The imposition or recovery of any penalty shall be without prejudice to any other rights or remedies available to the Procuring Agency under the Contract and applicable procurement rules.

12.B Inspection, Testing and Branding at Designated Warehouses

The Procuring Agency has designated warehouses in Karachi, Lahore and Islamabad for the inspection, testing, verification and branding of the Chromebooks.

The Service Provider/Inspection Firm shall visit the designated warehouse(s), as communicated by the Procuring Agency, and shall carry out the physical inspection, functional and technical testing, verification and branding of the Chromebooks at the respective warehouse location(s).

The Service Provider shall be responsible for arranging and bringing, at its own cost, all necessary inspection equipment, testing instruments, machinery, tools, branding equipment, materials and qualified technical personnel required to satisfactorily perform the inspection, testing and branding activities at the Procuring Agency's warehouses.

The Service Provider shall commence the required activities upon receipt of the Order/Notice to Proceed issued by the Procuring Agency and shall complete the inspection, testing, verification and branding of the required Chromebooks within fifteen (15) working days from the date of receipt of such Order/Notice to Proceed.

The Service Provider shall coordinate with the Procuring Agency regarding the inspection schedule and locations and shall ensure that adequate equipment, machinery and personnel are available to complete the assigned work within the stipulated period.

No additional payment shall be made by the Procuring Agency for transportation of the Service Provider's equipment, machinery, tools, branding materials or personnel to and from the designated warehouses. All such costs shall be deemed to be included in the Service Provider's quoted price.

12.C Contract Duration and Extension

The Contract shall initially be valid for a period of one (01) year from the date of signing of the Contract.

Subject to the satisfactory performance of the Service Provider, timely completion of assigned inspection, testing, verification and branding activities, compliance with the terms and conditions of the Contract, and approval by the competent authority, the Contract may be extended for a further period of up to two (02) years.

Any such extension shall be subject to the applicable procurement rules, availability of funds, and mutual agreement between the Procuring Agency and the Service Provider. The extension shall not be automatic or constitute a vested right of the Service Provider.

12.D Inspection Methodology and Traceability

The Inspection Firm shall establish and maintain complete device-wise traceability throughout the inspection process.

The methodology shall, at a minimum, include:

Receipt → Identification → Physical Inspection → Functional/Technical Testing → Rectification (where applicable) → Re-testing → Branding → Final Clearance/Handover

1. Each Chromebook shall be assigned/identified through its serial number or other unique device identifier.
2. A complete device-wise inspection record shall be maintained from receipt through final clearance.
3. Devices found defective shall be clearly identified and physically segregated from devices cleared for student distribution.
4. Where rectification/repair is outside the scope of the Inspection Firm's assignment, the Inspection Firm shall document and report the defect to the Procuring Agency.
5. Such devices shall be re-inspected after rectification before being recommended/cleared for distribution.
6. No defective or unsafe Chromebook shall be included in the final list of devices cleared for distribution.
7. Each inspection record shall contain, at a minimum:
    - Serial Number/Asset ID;
    - Make and Model;
    - Inspection Date;
    - Inspection Location;
    - Inspector/Inspection Team Identification;
    - Physical Inspection Result;
    - Functional/Technical Test Results;
    - Battery Health, where available;
    - AUE Date;
    - Defects/Deviations, if any;
    - Rectification/Re-testing status, where applicable; and
    - Final Pass/Fail/Clearance status.
8. The Bidder shall provide, as part of its technical proposal, the proposed **number of inspection teams/stations and expected daily inspection capacity**.

Final Clearance

Only Chromebooks that have successfully passed the prescribed physical, functional, technical and specification verification checks shall be included in the **Final Clearance List** for distribution to students.

The Inspection Firm shall submit a device-wise inspection report identifying each Chromebook as:

PASS / CLEARED FOR DISTRIBUTION,
FAIL / NOT CLEARED, or
PENDING RECTIFICATION AND RE-INSPECTION, as applicable.

The final inspection report shall be submitted to the Procuring Agency in both **signed hard copy and editable electronic format**, in the format approved by the Procuring Agency.

The Procuring Agency shall have the right to verify, audit or conduct sample checks of the inspection results at any stage of the assignment.

REPORTING

1. The Inspection Firm shall submit reports clearly showing the total number of Chromebooks:
    - Received;
    - Inspected;
    - Passed/fit for student distribution;
    - Failed;
    - Requiring rectification;
    - Re-tested; and
    - Finally cleared for distribution.
2. The reports shall identify the major reasons for failure, including, where applicable:
    - Battery condition;
    - Display;
    - Keyboard;
    - Touchpad;
    - Wi-Fi;
    - Charging system;
    - USB/other ports;
    - Physical/safety condition;
    - System instability;
    - Specification mismatch;
    - AUE-related issue; and
    - Other material defects.
3. The Inspection Firm shall submit **batch-wise inspection reports** to the Procuring Agency upon completion of each inspection batch.

4. The Procuring Agency may require daily or periodic progress reports where necessary for monitoring the assignment.
5. Where inspection is carried out at multiple locations, the Inspection Firm shall provide **location-wise reporting** showing the status and results of devices inspected at each location.

CONFIDENTIALITY AND DATA SECURITY

1. The Inspection Firm shall verify that no **previous-user personal data, user accounts, passwords, institutional information or other confidential information** remains accessible on a Chromebook before it is cleared for distribution to a student.
2. A Chromebook containing accessible previous-user data, account information or institutional information shall **not be cleared for student distribution** until the issue has been appropriately addressed in accordance with the instructions of the Procuring Agency.
3. Any previous-user data, account information or institutional information identified during inspection shall be immediately reported to the Procuring Agency.
4. The Inspection Firm shall **not copy, extract, retain, transfer, disclose or otherwise use** any previous-user data or institutional information identified during the inspection.
5. The Inspection Firm shall ensure that its personnel maintain strict confidentiality regarding all information accessed during the inspection and testing process.
6. The Inspection Firm shall ensure that inspection records and electronic databases are protected against unauthorized access, alteration, copying or disclosure.

12.E PAYMENT TERMS

1. Quarterly Payment: Payment to the Inspection Firm shall be made on a quarterly basis, against the services satisfactorily performed during the relevant quarter and subject to verification and certification by the Procuring Agency.
2. Basis of Payment: Payment for inspection services shall be calculated on the basis of the actual number of Chromebooks inspected, tested and properly documented during the relevant quarter, at the approved unit rates quoted in the Financial/Price Schedule.
3. Payment for inspection shall not be conditional upon the Chromebook being passed. The Inspection Firm shall be entitled to payment for a Chromebook that has been properly inspected, tested and documented, irrespective of whether the device is declared PASS, FAIL or requires rectification, provided that the inspection has been carried out in accordance with the approved inspection methodology and criteria.
4. Quarterly Claim: At the end of each quarter, the Inspection Firm shall submit a quarterly invoice/payment claim supported by:
    - Serial-number-wise inspection records;

- Number of Chromebooks inspected;
  - Number of Chromebooks passed;
  - Number of Chromebooks failed;
  - Number of Chromebooks requiring rectification;
  - Number of Chromebooks re-inspected;
  - Number of Chromebooks branded, where applicable;
  - Batch-wise reconciliation statement; and
  - Quarterly inspection and progress report.

5. Verification and Certification: The Procuring Agency shall verify the submitted records and reconcile the claimed quantity with the actual number of Chromebooks inspected and documented. Payment shall be processed after certification by the authorized representative(s) of the Procuring Agency.
6. Branding Payment: Payment for branding shall be made on the basis of the actual number of Chromebooks successfully branded in accordance with the branding specifications and requirements approved by the Procuring Agency.
7. No Payment for Unperformed Services: No payment shall be made for Chromebooks that were merely received, transported, handled or recorded but were not actually inspected, tested and properly documented.
8. Quarterly Payment Cycle: The payment cycle shall be as follows:

Quarterly Inspection → Submission of Inspection Records & Invoice → Verification/Reconciliation by Procuring Agency → Certification → Payment

9. The Inspection Firm shall submit its invoice and complete supporting documentation within [10] working days after the end of each quarter.
10. The Procuring Agency shall process the payment within [30] days after receipt of a complete and verified invoice, subject to availability of funds, completion of verification and fulfillment of all contractual requirements.
11. Any discrepancy between the quantity claimed and the quantity verified by the Procuring Agency shall be adjusted in the relevant quarterly payment.
12. Retention/Withholding: Where applicable, the Procuring Agency may withhold or deduct any amount recoverable under the contract, including applicable penalties, liquidated damages, or other contractual deductions, from the quarterly payment.
13. All payments shall be subject to applicable taxes, duties and statutory deductions in accordance with the laws and regulations of Pakistan.
14. The total payments made to the Inspection Firm during the contract period shall not exceed the contract ceiling/total contract value, unless amended in accordance with the applicable procurement rules and the terms of the contract.

13. Bid Submission Requirements

Technical proposals should include:

- Company profile.
- Registration documents.
- Relevant experience.

- List of similar assignments.
- Proposed methodology.
- Work plan and timeline.
- Team composition and CVs.
- Branding methodology/sample concept.
- Quality assurance mechanism.
- List of equipment/testing tools available.
- At least two relevant client references.

Financial proposals shall be submitted separately in accordance with the procurement requirements.

14. Evaluation Criteria

The Procuring Agency may evaluate proposals on the basis of:

Evaluation Criteria and Marks Distribution

Evaluation Criterion	Marks Distribution / Benchmark
Relevant Organizational Experience	**20 Marks — 2 marks for each relevant Work Order/Contract successfully completed**, subject to a **maximum of 20 marks**.
Technical Methodology, Inspection & Testing Plan	**20 Marks** — Marks shall be awarded based on the quality, completeness and practicality of the proposed methodology, inspection and testing procedures, availability of equipment, QA/QC mechanism and reporting plan.
Qualifications & Experience of Key Personnel	**15 Marks** — 3 **marks for each relevant key personnel** proposed, based on their qualifications and relevant professional experience, subject to a **maximum of 15 marks**.
Branding, Marking & Quality-Control Approach	**10 Marks — 2 marks for each relevant branding/marking assignment successfully completed**, supported by Work Order/Contract and Completion/Client Certificate, subject to a **maximum of 10 marks**.
Work Plan, Mobilization & Completion Timeline	**10 Marks** — Marks shall be awarded based on the completeness and feasibility of the work plan, mobilization arrangements, manpower/equipment deployment and proposed completion schedule.
Similar Assignments & Client References	**5 Marks — 1 mark for each verifiable relevant client reference/similar assignment**, subject to a **maximum of 5 marks**.
Financial Capacity – Average Annual Turnover	**20 Marks** — Marks shall be awarded on the basis of the bidder's **Average Annual Turnover during the last three (3) financial years**, calculated from the submitted audited financial statements. The bidder having the **highest Average Annual Turnover** shall receive **20 marks**, while other bidders shall receive proportionate marks according to the formula: **Financial Capacity Score = (Bidder's Average Annual Turnover ÷ Highest Average Annual Turnover) × 20**.
Total	**100 Marks**

Documents Required for Financial Capacity

The bidder shall submit audited financial statements for the last three (3) financial years, duly audited/signed by a Chartered Accountant/Audit Firm, including the Balance Sheet, Income Statement/Profit & Loss Statement and relevant notes to the accounts. The Average Annual Turnover shall be calculated by taking the arithmetic average of the annual turnover reported for the three financial years.

Clarification for Experience-Based Criteria

Only relevant Work Orders/Contracts supported by satisfactory documentary evidence, such as Completion Certificates, Client Certificates, or other verifiable evidence of successful completion, shall be considered for scoring. Incomplete, unverified, or unsupported assignments shall not be awarded marks.

The Procuring Agency may modify the evaluation criteria and weightages in accordance with the applicable procurement rules.

15. Payment

Payment shall be linked to satisfactory completion and acceptance of defined deliverables/milestones. No payment shall be made for rejected or demonstrably non-compliant work until the deficiencies have been rectified and accepted.

16. Responsibilities of the Procuring Agency

The Procuring Agency shall:

- Provide access to the Chromebooks and relevant records.
- Provide approved technical specifications.
- Provide approved branding guidelines/logos.
- Facilitate inspection at designated locations.
- Review and approve branding samples.
- Review submitted reports and deliverables.
- Certify satisfactory completion of the assignment.

17. Confidentiality and Data Security

The service provider shall maintain strict confidentiality of all information, device data, user information and institutional records accessed during the assignment. No data shall be copied, transferred, disclosed or retained without written authorization.

18. Conflict of Interest

The bidder shall disclose any actual or potential conflict of interest. The Procuring Agency reserves the right to disqualify a bidder where a conflict is found to materially affect the integrity or independence of the assignment.

19. Final Acceptance

Final acceptance shall be subject to:

- Completion of inspection of all assigned Chromebooks.
- Successful rectification and retesting of identified defects.
- Compliance with approved specifications.
- Approval of branding quality and placement.
- Submission of complete device-wise documentation.
- Verification by the authorized representative(s) of the Procuring Agency.

20. Contact and Submission

Interested firms shall submit their proposals in accordance with the instructions, deadline, address and procurement procedure specified in the bidding notice/RFP.

The Procuring Agency reserves the right to accept or reject any or all proposals in accordance with applicable procurement rules.