# Standard Bidding Document

## DESIGN, DEVELOPMENT, TESTING AND SOURCE CODE DELIVERY OF COMPREHENSIVE WEB-BASED PORTAL OF PHARMACY COUNCIL OF PAKISTAN
(Non-Consultancy Services)

National

Single Stage-One Envelope

*November 06, 2026*

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# PROCUREMENT NOTICE

## PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pharmacy Council of Pakistan (Admin & Technical)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pharmacy Council of Pakistan (Admin & Technical)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**DESIGN, DEVELOPMENT, TESTING AND SOURCE CODE DELIVERY OF COMPREHENSIVE WEB-BASED PORTAL OF PHARMACY COUNCIL OF PAKISTAN**" with the reference of **"P190197"**

2. The **Pharmacy Council of Pakistan (Admin & Technical)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

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

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Bid Security Not Applicable** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/190197**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, November 11, 2026 01:00 PM**. E-bids will be opened on the same day at **Wednesday, November 11, 2026 02:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on

https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

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

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# Instructions to Bidders

# A. Introduction

## 1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

## 2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

## 3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

## 4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

# B. Bidding Documents

## 6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

**Section I -**Invitation to Bid
**Section II** Instructions to Bidders (ITB)
**Section III** Bid Data Sheet (BDS)
**Section IV** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
**Section V** Fraud & Corruption
**Section VI** General Conditions of Contract (GCC)
**Section VII** Special Conditions of Contract (SCC)
**Section VIII** Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

## 7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8 .**

7.4. If indicated **in the BDS**, the bidder’s designated representative is invited at the bidder’s cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

# D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

# E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

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

# F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease  not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not 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-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

# H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Data Sheet

# Bids Data Sheet (BDS)

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

**BDS Clause Number**
**ITB Number**
**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**

## A. Introduction

**BDS Clause Number 1**
**ITB Number 1.1**

Name of Procuring Agency: **Pharmacy Council of Pakistan (Admin & Technical)**

The subject of procurement is: **DESIGN, DEVELOPMENT, TESTING AND SOURCE CODE DELIVERY OF COMPREHENSIVE WEB-BASED PORTAL OF PHARMACY COUNCIL OF PAKISTAN**

Expected commencement date: **Sunday, December 6, 2026**

**BDS Clause Number 2**
**ITB Number 2.1**

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

Name and identification number of the Contract: **P190197**

**BDS Clause Number 3**
**ITB Number 4.6**

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

## B. Bidding Documents

**BDS Clause Number 4**
**ITB Number 7.1**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 8, 2026

**BDS Clause Number 5**
**ITB Number 8.1**

Any addendum, in case issued, shall be published on **Pharmacy Council of Pakistan (Admin & Technical)** website and on **EPADS v2.0**.

**BDS Clause Number 6**
**ITB Number9.1**

List of documents required along with the bid:

1. Entity Profile & Foundation Status Taxation Registration Certificate Institutional Audit Records / Fin. Returns List of In-House Software Engineering Staff Proof of Past Experience in Portal Architectures Affidavit of Clean Legal Track Record RFP Acceptance Undertaking Affidavit of Resource Sufficiency Proof of Statutory Security / Institutional Standing Quality Management Accreditation

**BDS Clause Number 7**
**ITB Number 11.1**

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

*see Eligibility Criteria*

**BDS Clause Number 8**
**ITB Number 7.6**

**Services and Their related documents:**
*See section Required Services and Scope of Work*

**BDS Clause Number 9**
**ITB Number 13.1 & 13.2**

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

**BDS Clause Number 10**
**ITB Number 7.6.2**

**Specifications:**

*see section of specifications.*

## C. Preparation of Bids

**BDS Clause Number 11**
**ITB Number 13.5**

The price shall be **Fixed**.

**BDS Clause Number 12**
**ITB Number 15.1**

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

**BDS Clause Number 13**
**ITB Number 16.1**

The Bids/Bid Validity period shall be: **90 Days**

**BDS Clause Number 14**
**ITB Number 17.1**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of :
The Bid Security shall be in the form of:

**BDS Clause Number 15**
**ITB Number 17.3**

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

**BDS Clause Number 16**
**ITB Number 18.1**

Alternative Bids to the requirements of the bidding documents will not be permitted.

## D. Submission of Bids

**BDS Clause Number 17**
**ITB Number 21.1**

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

**304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.**

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

The deadline for Bids submission is: **Wednesday, November 11, 2026 01:00 PM**

## E. Opening and Evaluation of Bids

**BDS Clause Number 18**
**ITB Number 26.1**

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

Day *: **Wednesday***

Date: ***Wednesday, November 11, 2026***

Time *: **02:00 PM***

**BDS Clause Number 19**
**ITB Number 32.1**

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

## F. Award of Contract

**BDS Clause Number 20**
**ITB Number 49.1**

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

**BDS Clause Number 21**
**ITB Number 51.1**

Arbitrator shall be appointed by mutual consent of the both parties.

## G. Review of Procurement Decisions

**BDS Clause Number 22**
**ITB Number 53.1**

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

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# Eligibility Criteria

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

| Required Registration |
| --- |
| FBR (NTN) |
| FBR (GSTN) |
| SECP |

# Evaluation Criteria

**Quality and Cost Based Selection (QCBS)**

**Weightage**

| Technical Evaluation % | Financial Evaluation % |
|---|---|
| 60 | 40 |

| Technical Marks | 100 |
|---|---|
| **Passing Marks** | **60** |
| Technical Evaluation Criteria | |
| Profile of the Firm (Years in business, software establishment setup, etc.) (Qualitative)(Doc Required) | 5 |
| Strength of Permanent Technical and Managerial Staff (Based on certified HR payroll and EOBI registration lists). (Quantitative)(Doc Required)<br>• 5 or more permanent engineering staff = 5 marks • 3 to 4 permanent engineering staff = 3 marks • Less than 3 permanent engineering staff = 1 mark **(5)** | 5 |
| ISO Certified Software Engineering Firm (Active status for current financial year) (Qualitative)(Doc Required)<br>• Valid ISO 9001 and/or ISO 27001 Software Engineering Quality Certification = 10 Marks • No valid ISO IT certification = 0 Marks. **(10)** | 10 |

| | |
|---|---|
| Experience in Portal Architectures & Systems (Similar automation contracts executed previously) (Qualitative)(Doc Required)<br>• 05 or more core software portal contracts = 20 Marks • 03 to 04 core software portal contracts = 15 Marks • 01 to 02 core software portal contracts = 10 Marks. **(20)** | 20 |
| Financial Strength & Standing (Based on average annual turnover / tax paid in last 3 years) (Quantitative)(Doc Required)<br>• More than 2 million PKR = 15 Marks • 1 to 2 million PKR = 10 Marks • Less than 1 million PKR = 05 Marks. **(15)** | 15 |
| Affidavit of Clean Legal Track Record (non-blacklisting verification) • Requisite affidavit executed on judicial stamp paper confirming the entity has never been blacklisted or declared non-performer (Qualitative)(Doc Required) | 5 |
| Affidavit of Resource Sufficiency & Integrity (Financial & anti-outsourcing execution capacity) • Requisite affidavit on judicial stamp paper ensuring in-house resource utilization and capability to sustain project pipelines (Qualitative)(Doc Required) | 5 |
| Execution Plan / Project Methodology (Accelerated 30-day timeline development/deployment sprints) (Qualitative)(Doc Required)<br>• Good: Detailed architectural layout matching the 4-Week Sprint Roadmap = 15 Marks • Satisfactory: Standard execution workflow matching requirements = 10 Marks • Unsatisfactory: Weak delivery framework or generic timelines = 05 Marks. **(15)** | 15 |
| Technical Capacity for Platform Scaling (Concurrent traffic engine infrastructure) (Qualitative)(Doc Required)<br>• Best Engineering Framework: Structural development architecture showing high scalability= 20 Marks • Medium Range Framework: Standard tier relational database architecture = 10 Marks • Low Quality Framework: Non-scalable baseline codebase architectures = 06 Marks. **(20)** | 20 |

# Required Services

**Positions Without Lots :**

| Position | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Design, Development, Testing, and Source-Code Delivery of Comprehensive Web-Based Portal of Pharmacy Council of Pakistan | **Address:** 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.<br>**Schedule:** Strictly 30 Calendar Days from the Commencement Date of the Contract Award<br>**Quantity:** 1/job | 1/job | 0 PKR |
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | **Address:** 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.<br>**Schedule:** Month 7 to Month 12 post warrenty<br>**Quantity:** 1/job | 1/job | 0 PKR |
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | **Address:** 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.<br>**Schedule:** Month 13 to Month 24 **Quantity:** 1/job | 1/job | 0 PKR |

| Position | Delivery Schedule | Quantity | Bid Security |
|---|---|---|---|
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | **Address:** 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.<br>**Schedule:** Month 25 to Month 36 post<br>**Quantity:** 1/job | 1/job | 0 PKR |

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# Related Services :

Yes

| Position | Related Services |
|---|---|
| Design, Development, Testing, and Source-Code Delivery of Comprehensive Web-Based Portal of Pharmacy Council of Pakistan | Development of Portal |
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | Support and Maintenance Post 6 Months |
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | Support and Maintenance from 12 to 24 Month |
| Application Support and Maintenance (Post-Warranty Period - First 6 Months) | Support and Maintenance from 24 to 36 Month |

# Services Specifications

## Positions Without Lots :

**Position:** Design, Development, Testing, and Source-Code Delivery of Comprehensive Web-Based Portal of Pharmacy Council of Pakistan

### Specifications / Requirements:

Complete design, engineering, deployment, and source-code delivery of a comprehensive web-based portal and mobile app (Android) for the Pharmacy Council of Pakistan. Must incorporate specialized active User Dashboards , role-based access control (RBAC), multi-factor authentication,1000+ institutes, centralized Student Enrollment Ledger to support 100,000+ student profiles, 8000+ Central Faculty Database, Automated Renewals Engine with automated triggers, and Raast banking hooks for computerized fee clearance. Final deliverables must include 100% uncompiled documented alphanumeric source code, database design schemas, and deployment trees optimized for the National Data Center (NDC) node. Execution of in-house resource capability under PPRA Rule 32(1)(f).

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**Position:** Application Support and Maintenance (Post-Warranty Period - First 6 Months)

### Specifications / Requirements:

Warranty, Support and Maintenance Post-go-live support runs in two stages. Hosting is provided by PCP and is not part of either. Stage Duration Pricing Warranty 6 months from go-live Included in the development price Application support and maintenance 2.5 years, after warranty ends Quoted separately as an annual price (Annexure-III) During warranty, the Contractor fixes all defects at no extra cost and stabilizes the system after roll-out. Both stages cover: • Bug fixing and corrective maintenance. • Security patching of the application and its components. • Application monitoring, and support to PCP's hosting team for backups, restores and DR tests. • App updates for new Android and iOS versions and store policy changes. • Minor changes to configuration, reports and templates. • Helpdesk for PCP users during office hours, with escalation for critical issues. • Quarterly service reports on incidents and open issues.

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**Position:** Application Support and Maintenance (Post-Warranty Period - First 6 Months)

## Specifications / Requirements:

4.21 Warranty, Support and Maintenance Post-go-live support runs in two stages. Hosting is provided by PCP and is not part of either. Stage Duration Pricing Warranty 6 months from go-live Included in the development price Application support and maintenance 2.5 years, after warranty ends Quoted separately as an annual price (Annexure-III) During warranty, the Contractor fixes all defects at no extra cost and stabilizes the system after roll-out. Both stages cover: • Bug fixing and corrective maintenance. • Security patching of the application and its components. • Application monitoring, and support to PCP's hosting team for backups, restores and DR tests. • App updates for new Android and iOS versions and store policy changes. • Minor changes to configuration, reports and templates. • Helpdesk for PCP users during office hours, with escalation for critical issues. • Quarterly service reports on incidents and open issues.

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# Scope of Work

## 4. SCOPE OF WORK

4.1. The successful contractor will provide a secure, role-based, comprehensive web-based portal to digitize and automate the core regulatory, academic, inspection and administrative roadmap of the Pharmacy Council of Pakistan within a strict execution frame of 30 Days. The developer is fully bound under Rule 32(1)(f) to perform all development exclusively utilizing its own in-house engineering staff.

### 4.1.1 Core Functional Modules & Deliverables include but are not limited to:

- Institute registration and profile management system.
- Pharmacy Technician program application processing pipeline.
- Pharm.D program application processing pipeline.
- Postgraduate program application processing pipeline.
- Student enrollment ledger and continuous electronic record management.
- Faculty data repository and active tenure tracking system.
- Automated renewals management engine with expiration alerts.
- Fee management and financial voucher tracking infrastructure.
- Inspection and visitation management engine with automated team scheduling tools.

- Committee workflow management, agenda routing, and automated task tracking.
- Official council correspondence management and electronic notifications module.
- Comprehensive executive reporting, approval workflows and interactive tracking dashboards.
- Secure legal document upload matrices and real-time PDF certificates generation engines.

### 4.1.2 User Roles & Access Management Dashboard Framework:

- **Super Admin:** Comprehensive systemic visibility, database access logs, and global overrides.
- **Accounts Officer:** Financial fee clearance verification, voucher management, and reporting.
- **Technical Officer:** Technically Comprehensive systemic visibility, database access logs, and global overrides.
- **Institutions:** Private/public pharmacy colleges profile management, enrollment filings, and application submissions.
- **Provincial Councils:** Local territory oversight, validation routing, and regional reporting.
- **Inspection Teams:** Real-time access to assigned institutional audit profiles, report uploads, and score entry panels.
- **Students:** Direct individual registration requests, tracking of application lifecycles, and certificate print portals.
- **Teachers/Faculty:** Academic profile updates, institutional attachment declarations, and verification requests.

### 4.1.3 Secure Login and Access Infrastructure Setup:

- User registration interface with dual-factor identity verification mechanisms.

- Mandatory structural email/SMS verification channels for secure activation.
- Granular Role-Based Access Control (RBAC) to dynamically map user credentials to designated structural views.
- User profile control panels managed explicitly by the primary designated System Administrator.
- Secure hyper-text dashboards and strict server-side protected web pages preventing illegal access paths.

4.2. The Contractor shall ensure that the software platform is engineered utilizing modern framework stacks, optimizing database queries to handle high concurrent user traffic from nationwide pharmacy institutes, faculty and student populations.

4.3. The Contractor shall ensure complete server-side encryption of all student and institutional records, protecting critical regulatory data.

4.4. The Contractor shall provide a full user training phase (conducted physically or via secure webinar channels) to all 7 user groups within the execution period.

4.5. The Contractor shall ensure the provision of complete system documentation including user manuals; administrator guides and architectural blueprints upon deployment.

4.6. The Contractor shall deploy the system on the secure designated public-cloud infrastructure or National Data Center nodes as finalized by the Procuring Agency.

4.7. The Contractor shall provide a 6-month post-deployment application software warranty covering critical bug-fixing, system logical stabilization and logic patching at zero supplementary development costs.

4.8. The Contractor shall comply with all relevant federal digital standards, e-governance guidelines, and cybersecurity parameters issued by the Ministry of IT.

4.9. The Contractor shall execute a formal Non-Disclosure Agreement with the Pharmacy Council of Pakistan prior to accessing legacy database elements.

4.10. As a contractual requirement of PCP, the State-Owned Entity shall execute the entire core portal development and source-code engineering through its own institutional resources. No private-sector entity shall be engaged for core system architecture, source-code development, database engineering, cybersecurity architecture or system integration. Any proposed outsourcing of a specialized ancillary component, if permitted, shall be separately disclosed, justified and approved and shall in all circumstances comply with the maximum limit prescribed under Rule 32(1)(f)(ii).

4.11. Integration with Provincial Pharmacy Council.

4.12. The Contractor shall provide a complete workflow and integration through API.

4.13. QR based application and registration certificate.

4.14. Online verification of the students.

4.15. The Contractor shall provide deployment installation scripts and configuration trees optimized for deployment on Pakistan-based National Data Center (NDC) node environments or cloud setups managed directly by PCP.

**4.16. Scale the System Must Support**

| **Item** | **Volume** |
|---|---|
| Institutes | About 1,000 (237 Pharm-D, 35 Post-Graduate, 716 Pharmacy Technician) |
| Enrolled students | About 100,000 (Pharm-D about 21,000 a year; Technician 35,000–40,000) |
| Faculty | About 8,000 |

| | |
|---|---|
| Faculty-to-student ratio | 1:10 Pharm-D; 1:15 Technician |
| Simultaneous inspection visits | Report Generation and coordination |
| Peak load period | Student registration window, October to December |

#### 4.1.4. What the system is for

One register for institutions, programmes, faculty, students, inspections, and pharmacists. Pharm.D and Pharmacy Technician are two programme types on the same institution record, not two systems.

A user should always land on work, not on a menu. The home screen answers three questions: what is due, what is blocked, and what was decided.

| **Question the user has** | **Where they get the answer** |
|---|---|
| Can this college start Pharm.D? | Institution profile, then NOC case, then decision letter |
| Is accreditation still valid? | Programme card: status, valid until, intake |
| Is this teacher already claimed? | Faculty ID search before linking |

| | |
|---|---|
| Did this student finish? | Student record: year, result, graduation |
| Is this person a registered pharmacist? | Public search by registration number |

## 4.1.5. Three kind of Users

### 4.1.5.1. Institution users

Each university, college, or affiliated campus has one institutional account and an Institution ID, for example PCP-UNI-000123. People inside that account have jobs, not a shared password.

| **Role** | **May do** | **May not do** |
|---|---|---|
| Head of institution | Submit applications, see decisions | Edit an approved faculty link in place |
| Principal or Dean | Confirm programme data, respond to deficiencies | See another institution |
| Department administrator | Maintain campus, labs, library | Issue an NOC |
| Data-entry officer | Enter faculty and student drafts | Submit without a second check |

| | | |
|---|---|---|
| Examination officer | File annual results and evidence | Change a locked year |
| Finance officer | Pay fees, see dues | Alter academic records |

Once PCP has verified a faculty link, a later change opens a change request. The historical link stays visible on past NOCs and inspections.

## 4.1.5.2. PCP users

| **Role** | **Daily work** |
|---|---|
| Super administrator | Users, roles, reference rules. Not routine case decisions. |
| Secretary | Council agenda, decisions, certificates. |
| Registration officer | Institution onboarding and pharmacist register. |
| Inspection coordinator | Teams, conflict check, schedule, report receipt. |
| Panel member | Checklist, photos, remarks. Own assigned visits only. |

| | |
|---|---|
| Accounts officer | Fees and outstanding dues that block submission. |
| Verification officer | Documents, faculty qualifications, duplicate checks. |

## 4.1.5.3. External users

- Students see their own ID, enrolment, and result status. They do not edit institution data.
- Registered pharmacists see and update their own practice details, subject to verification.
- The public can verify an institution or a pharmacist. The public screen shows status, not CNIC, phone, or email.

4.1.6. Start here: institution onboarding Nothing else opens until the institution is approved. The screen is a checklist, not a long form.

| **Step** | **Who** | **System does** |
|---|---|---|
| Create account | Institution | Sends email and mobile code |
| Profile and affiliation | Institution | Saves draft; allows return later |
| Campus and programme | Institution | One campus, then programmes under it |

| | | |
|---|---|---|
| Legal documents | Institution | Marks missing items before submit |
| Verification | PCP officer | Accept, return, or reject with a reason |
| Approval | PCP | Issues PCP-UNI-000123 and unlocks applications |

Every later NOC, accreditation, faculty link, student, and inspection hangs off this ID. If the institution has two campuses, each campus is a child record, not a second account, unless they are legally separate.

#### 4.1.7. Pharm.D NOC as a Case File

The institution does not retype the approved profile. It opens New Pharm.D NOC, picks the campus, and fills only what is new: intake, faculty links, laboratories, library, and documents.

## 4.1.7.1. Before the Pay button is active

- Required fields and documents are present.
- Faculty count and qualifications meet the rule for the requested intake.
- No faculty member is already linked beyond the permitted load, or at another institution where that is not allowed.
- Names are matched to an existing Faculty ID, not typed freehand.
- No outstanding dues, and no unresolved regulatory bar from a previous decision.

If a check fails, the screen lists the item and the rule, for example “Pharmacology: 1 teacher linked, 2 required for intake 50.” The user fixes that line. They are not sent back to page one.

## 4.1.7.2. After submission

| Stage | What the institution sees | What PCP does |
|---|---|---|
| Initial scrutiny | In review | Pass, or return a deficiency |
| Deficiency | Task with deadline and evidence needed | Accept or reject the response |
| Technical review | In review | Academic check against standards |
| Inspection | Date, team, and what to prepare | Checklist on a tablet |
| Council | Awaiting decision | Approve, defer, or reject |
| Outcome | NOC letter and number, or reasons | Record is locked |

Defer is not a silent hold. It has a reason and a date to return. Reject states the grounds. Approve generates the NOC and writes the intake onto the programme card.

#### 4.1.8. Accreditation and Renewal

Accreditation reads the same institution, faculty, and student records. The institution updates what changed and files a self-assessment. It does not rebuild the faculty list.

History stays on the programme card, for example accredited 2026–2029 for intake 100, renewal 2029–2032 for intake 120 pending. Old rows are not overwritten.

## 4.1.8.1. Renewal that starts itself

At 180, 120, 90, 60, and 30 days, and on the expiry date, the dashboard shows Renewal due with the date, and an email goes to the institution contacts. The institution opens the prepared file, confirms annual compliance, updates changes, and submits. Inspection and Council follow the same path as a first accreditation.

#### 4.1.9. Pharmacy Technician

Same institution. Programme type is asked first: Pharm.D or Pharmacy Technician. The checklist, faculty rules, laboratory rules, and fee then load for that type. A college can hold both. Status of one does not hide the other.

#### 4.1.10. Post Graduate Program Accreditation (MS/MPhil, and PhD)

Same institution. Programme type is asked first: MS/M.Phil. or PhD. Then asks for specific fields, i.e., Pharmaceutics, Pharmaceutical Chemistry, Pharmacognosy, Pharmacology, Pharmacy Practice/Clinical Pharmacy, or broadly Pharmaceutical Sciences or Pharmacy. The institute/University/HEI uploads the NOC for the PG programme issued by HEC. Then mention the faculty eligible for supervision. Fill the data in a separate PG module proforma of PCP.

#### 4.1.11. Faculty: One person, One ID

Example record: PCP-FAC-000458, Dr Muhammad Ali, PhD Pharmacology, PCP registration, current institution, designation, Active. Institutions link this ID to a programme. They do not create a second Dr Ali.

Applied path: person registered, qualification checked, profile created, institution requests a link, PCP verifies, status becomes Active. Annual update is a task. Transfer, resignation, or retirement closes the link and keeps the history.

The duplicate check runs on registration number, CNIC where held, and a name-plus-institution warning. A spelling variant should offer “Did you mean PCP-FAC-000458?” rather than a new record.

### 4.1.12. Students and the Annual return

Student ID form: institution initials, year, serial. Examples: GU-2026-00012345, KUST-2026-00012345, QAU-2026-00012345. Store the institution ID as well, so a name change does not break the number. Suggested display: PCP-GU-2026-00012345.

Minimum fields: name, father’s name, CNIC, mobile, email, programme, session (morning, evening, or self-finance), year or semester, result, status.

Life of the record: enrol, validate, issue ID, progress, result, promote or repeat, graduate, degree check, eligible for registration. PCP can then count entrants, graduates, failures, and late completers by institution and year.

## 4.1.12.1. Annual student update

Each year the examination officer opens Annual student update, selects the year, and files enrolment, progression, pass, fail, repeat, graduates, withdrawals, and the result evidence. After PCP accepts it, that year locks. A later correction is a Correction request, with reason and evidence. The original figures remain visible.

### 4.1.13. Pharmacist Register and Public Check

The register holds personal data, university and graduation year, registration number, issue date, issuing council (Punjab, KP, GB, Balochistan, Sindh), and status Active or dormant. Practice place and designation are shown only if the pharmacist has confirmed them.

Public search by registration number returns name, number, category, status, and validity. It does not return CNIC, phone, email, or home address. A dormant or cancelled registration must say so in plain words.

#### 4.1.14. Inspection and Deficiencies

Inspection is a module reused by NOC, accreditation, and renewal. Coordinator assigns a team. No member inspects an institution in their own province. The institution is notified of date and scope. The team uses a tablet: Compliant, Partially compliant, Non-compliant, or not applicable, plus remark, photo, and document. The report is submitted as a case file, not an email attachment.

A deficiency is a task, not a letter. Example: DF-2026-00452, Faculty, Outstanding, appoint a qualified teacher, 30 days, evidence is appointment letter and CV. The institution uploads and submits. PCP accepts or returns it. The dashboard counts outstanding items.

# Brief Description

4.1.15. What each Dashboard Shows

## 4.1.15.1. PCP officer

Counts that open a list when clicked: institutions, active Pharm.D programmes, technician programmes, registered pharmacists, pending NOCs, pending accreditations, renewals inside 90 days, inspections this month, outstanding deficiencies, cases awaiting a decision. Charts by province, public or private, enrolment, graduates, faculty, and accreditation status sit below the task list, not above it.

## 4.1.15.2. Institution

ABC University, Active. Pharm.D: NOC approved, accreditation valid, 624 students, 38 faculty. Pharmacy Technician: NOC pending, 120 students. Action required: annual result due, faculty update due, renewal in 142 days, 3 deficiencies. Each line opens the task.

4.1.16. Messages, Files and Access: Email and a dashboard alert fire together for submission, receipt, return, deficiency, inspection date, decision, NOC, accreditation, expiry, and annual return. Every message is stored on the case.

Files sit under the institution: legal, university, NOC, accreditation by year, inspections, faculty, students, correspondence. Each file has version, date, uploader, type, verification, expiry, and a hash. Replacing a file adds a version. It does not delete the previous one.

Sign-in uses a password and a one-time code for officers and for anyone submitting a decision or a payment. An institution sees only itself. An officer sees assigned cases. A super administrator sees the system. Session timeout applies on shared office computers.

4.1.17. Suggested Bill Order

| Phase | What goes live | Why first |
|---|---|---|
| 1 | Onboarding, Institution ID, users | Nothing else can attach without it |
| 2 | Faculty ID and duplicate check | Stops false faculty before NOC opens |
| 3 | Pharm.D NOC case, fee, deficiency | Highest-volume regulatory path |

| | | |
|---|---|---|
| 4 | Inspection checklist and report | Used by every later decision |
| 5 | Accreditation and renewal alerts | Reuses NOC data |
| 6 | Student ID and annual return | Needs a stable institution first |
| 7 | Pharmacist register and public verify | Public trust piece; keep the screen small |
| 8 | Technician programme rules | Same engine, different checklist |

4.1.18. Further Digitization Points

These points extend the sections above. They cover identity checks, certificates, service levels, security, reporting, field work, and the move from paper. Figure 4 shows how the parts fit together.

## 4.1.18.1. Identity and data quality

- CNIC check against NADRA at registration of faculty, students, and pharmacists, where an agreement allows it.
- Degree and result check against the university or HEC record before a student is marked eligible for registration.
- One duplicate rule set for institutions, faculty, students, and pharmacists, with a merge screen that keeps both histories.

- Mandatory fields, format checks, and drop-down reference lists (provinces, universities, programmes) so data is not typed freehand.
- Bulk upload templates for universities, with a row-by-row error report before anything is saved.

## 4.1.18.2. Certificates, payments, and decisions

- Every NOC, accreditation certificate, and registration card carries a QR code that opens the live status page.
- Digital signature and seal for the Secretary and Registrar, with a record of who signed and when.
- Online fee payment through bank or Raast channels, with an automatic receipt and reconciliation by the Accounts officer.
- Council agenda built from cases that are ready, with the case file, inspection report, and draft decision attached.
- Standard decision letters generated from templates, so wording is consistent across cases.

## 4.1.18.3. Service levels and accountability

- A time limit on every stage (scrutiny, technical review, inspection report, Council), with the clock visible to both sides.
- Automatic reminder, then escalation to the supervisor, when a case passes its limit.
- Appeal and grievance case type, linked to the original decision and its evidence.
- Complete audit trail: who viewed, changed, approved, or downloaded a record, with date and time.
- Conflict-of-interest check when assigning inspectors and panel members, in addition to the same-province rule.

## 4.1.18.4. Security and continuity

- Role-based access with a quarterly review of who holds which role.
- Encryption of personal data in storage and in transit; CNIC masked on screen except for authorized officers.
- Daily backups, a tested restore, and a disaster recovery site.
- Retention rules: academic and regulatory records are kept; temporary drafts are cleared on a set schedule.
- Data protection and privacy policy approved by the Council before the public search goes live.

## 4.1.18.5. Reporting and decision support

- Standard reports: institutions by province and sector, intake against enrolment, graduates per year, faculty-to-student ratio, and license validity.
- Early-warning list of institutions with repeated deficiencies, late annual returns, or falling faculty numbers.
- Export to Excel and PDF, and a read-only data feed for the Ministry and provincial councils.
- Dashboard figures open the underlying list so every number can be checked.

## 4.1.18.6. Field work and access

- Tablet inspection app that works offline and syncs when the connection returns.

- Mobile-friendly screens for students and pharmacists; SMS fallback where internet is weak.
- English and Urdu labels on public screens and on letters.
- Help desk and ticketing inside the system, with a short user guide on each screen.

## 4.1.18.7. Moving from paper to the system

- Scan and index existing files by Institution ID; load current NOCs, accreditation dates, and the pharmacist register first.
- Data cleaning pass before import: duplicate faculty, missing CNIC, inconsistent institution names.
- Pilot with a few institutions per province, then roll out in the phases in section 13.
- Role-based training for institution users and PCP staff, plus a period when paper and system run side by side.
- Measures of success: days to decide an NOC, share of cases returned for deficiency, and share of institutions filing the annual return on time.

4.2. TECHNICAL REQUIREMENTS

| Layer / Component | Required / Proposed Technology |
|---|---|
| Frontend | React.js with Tailwind CSS / Bootstrap; responsive, mobile-friendly interface |
| Backend | Laravel (PHP) |

| | |
|---|---|
| Database | PostgreSQL / MySQL relational database |
| Authentication | Secure session/OAuth2-based login, email verification or credential based verification and role-based access control |
| Third-party services | SMS & Email delivery service for verification and notifications |

4.21 Warranty, Support and Maintenance

Post-go-live support runs in two stages. Hosting is provided by PCP and is not part of either.

| Stage | Duration | Pricing |
|---|---|---|
| Warranty | 6 months from go-live | Included in the development price |
| Application support and maintenance | 2.5 years, after warranty ends | Quoted separately as an annual price (Annexure-III) |

During warranty, the Contractor fixes all defects at no extra cost and stabilizes the system after roll-out. Both stages cover:

- Bug fixing and corrective maintenance.

- Security patching of the application and its components.
- Application monitoring, and support to PCP's hosting team for backups, restores and DR tests.
- App updates for new Android and iOS versions and store policy changes.
- Minor changes to configuration, reports and templates.
- Helpdesk for PCP users during office hours, with escalation for critical issues.
- Quarterly service reports on incidents and open issues.

4.3 SERVER / HOSTING REQUIREMENTS (N/A) - Infrastructure (production, staging and DR) provided directly by PCP/National Data Center. The contractor shall specify the required capacity in its Technical Proposal.

**PART 3 – CONDITIONS OF CONTRACT & CONTRACT FORMS**

**5. GENERAL CONDITIONS**

5.1. The Client at its discretion can increase/decrease or modify the functional modules or user dashboard layouts on already negotiated project criteria and on the same terms & conditions. Any increase or decrease in scope shall be handled strictly via formal change-order procedures in accordance with the maximum variation limits prescribed under PPRA rules.

5.2. The Contractor shall ensure the active deployment of technical project teams and shall submit a weekly milestone progress report verified by the technical committee of the client.

5.3. The Contractor shall be liable to provide the complete functional scope at site; any technical failure or delayed sprint shall entitle the client to invoke structural delays penalties.

5.4. The Contractor will provide highly qualified software engineers, database architects and system analysts of sound technical standing and ensure all personnel maintain active clearance credentials.

5.5. The Contractor shall ensure disbursement of employee compensation to its project engineers via direct official bank transfers instead of cash payments.

5.6. The agreement shall be effective from the date of signing.

5.7. The Contractor entity shall be responsible to cover all operational costs of software engineering, including payment of salaries to its engineers as per statutory scales and all applicable federal levies. If any compliance breach is observed, the authority reserves the right to cancel the allocation.

5.8. Any structural modifications to legal statutory federal tax levies during the 30-day timeline lifecycle shall follow national corporate accounting protocols.

5.9. The Contractor will keep the Authority completely free of any liability for any third-party software licensing infringements or source code copy protection claims or any hidden charges not made aware during the contracting.

5.10. One-month prior notice in writing shall be served by either party for termination of contract.

5.11. The Authority shall process the contract payment on a milestone delivery basis or a unified lump-sum upon final complete launch and clearance of User Acceptance Testing (UAT).

5.12. The Contractor Entity shall possess an active standing of executing critical public-sector automation suites and software engineering platforms within Pakistan.

5.13. Affidavit to the effect that the contractor has not been blacklisted or declared non-performer by any Government Department or Regulatory Authority.

5.14. The Contractor must have the operational financial capacity to sustain project execution pipelines using its own institutional resources as per the undertaking.

5.15. The selected firm will provide a fully operational, live system within exactly thirty (30) days from the date of receipt of the formal work order. This delivery timeline may be extended exactly one (1) time, subject to the formal review, written approval and clearance of the procurement Committee of the Council. After which a fine of 0.2% of the total proposal value per calendar day will be charged to the firm for any delay beyond this deadline subject to a maximum of the total 10% contract value.

5.17. Proponent not 'active' on the active taxpayer list of FBR are not eligible.

5.19. The Proponent shall quote for the full complete development in the financial proposal on EPADS. Post-deployment minor configuration changes requested by the PCP within the first 6 months shall be executed without any supplementary invoicing.

5.20. Company or organization shall be bound to handover all the workflows, source code, system architecture, database design and pen testing cyber security reports to pharmacy council of Pakistan.

5.21. The Contractor shall provide a six (6) month warranty after go-live free of cost, followed by (2.5) years application support and maintenance under the service levels in clause 4.1.10, priced separately in Annexure-III.

5.22. The final proposal shall remain uploaded and active on the system for a minimum duration of 72hr hours. During this period, the proposal will be shared digitally with more than one entity categorized as State-Owned Enterprises (SOEs) currently available on the electronic Public Procurement Administrative (EPAD) platform.

5.23 The selected firm shall provide a fully functional mobile application version (android) of the portal free of cost, delivered under the same terms, conditions and delivery timelines specified for the web-based system.

5.24 6 months technical support will be provided by the contractor.

5.25 Software Backup including Database will be handed over to PCP.

5.26 Application should be mobile responsive.

5.27 Arrangement of Trainings sessions for officers of PCP.

5.28 System Backup creation protocols and automated database backup scripting logic must be compiled into the source architecture by the developer.

5.29 All standard software runtimes, frameworks and specialized developer libraries utilized in the application layer must be entirely open-source with least dependency on libraries.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Price Schedule

### For Individual Positions

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

### For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# General Conditions of Contract

# A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

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

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand 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.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. 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 Contractor may be taken or executed by the officials specified in the **SCC**.

## B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. 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.

12. **Modification**

12.1. 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 modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor 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.

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor 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);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor 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;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

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

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

14.2. **By the Contractor**

The Contractor 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.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

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

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

# C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor 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 Contractor 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;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor 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-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', 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, as shall be specified in the **SCC**; and (b) 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 have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

# D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

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

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor 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, at the times and in the manner specified in the Terms of Reference.

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

# F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

# Special Conditions of Contract

# *SECTION VIII. SPECIAL CONDITIONS OF CONTRACT*

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

**Number of GC Clause**

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

**Definitions**

**The Procuring Agency is:** Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.

**Contractor is:**

**The title of the subject procurement is:DESIGN, DEVELOPMENT, TESTING AND SOURCE CODE DELIVERY OF COMPREHENSIVE WEB-BASED PORTAL OF PHARMACY COUNCIL OF PAKISTAN**

**Number of GC Clause 2**

**Applicable/Governing Law:**

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

**Number of GC Clause 3**

**Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

**Number of GC Clause 4**

**Notices:**

**The addresses for the notices are:**

Procuring Agency:

Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP
304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.
+92-519-218-995
secretary@pcpisb.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

**Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP
304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.
+92-519-218-995
secretary@pcpisb.gov.pk

**For the Bidder:**

**Name: ……**

**Designation: ……..**

**Address: ……..**

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be …….

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.20%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

**Number of GC Clause 21**

**Performance Guarantee:**
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

**Number of GC Clause 27**

**Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

**Number of GC Clause 28**

**Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

**Number of GC Clause 29**

**Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

## Inspections & Tests Requirements

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

The Contractor Firm is required to submit the following documents along with the final invoices:1. Invoice with covering letter. 2. User Acceptance Testing (UAT) clearance certificate signed by the PCP Committee. 3. System architecture manual and deployment log keys. 4. Declaration of in-house resource utilization.

CONFIDENTIALITY AND DATA SECURITYThe Contractor shall ensure that the proposed web portal, database architecture and mobile applications are built, hardened and maintained in strict compliance with the Pakistan Information Security Framework (PISF), the National Cyber Security Policy and the CERT Rules issued by the Government of Pakistan.The software development lifecycle must incorporate mandatory Secure Software Development Lifecycle practices.

## Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Manufacturer's or Supplier's Valid Warranty Certificate;

INTELLECTUAL PROPERTY AND SOURCE CODE all project-specific source code, configurations, database structures, documentation and deliverables developed specifically for PCP under this procurement shall be handed over to PCP upon completion and payment, subject to applicable Government rules and contractual terms.

Strict execution window of exactly thirty (30) calendar days from the Commencement Date of Contract for full live turnkey development and complete uncompiled source code delivery.Unexcused delay extending beyond the strict 30-day deadline triggers a fine of 0.2% of the total proposal value per calendar day subject to 1 time extension by the committee

**Number of GC Clause 31**

**Following is the guidance for Dispute Resolution**

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

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

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

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

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

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

**Arbitrator's fee:**

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

**Appointing Authority for Arbitrator:**

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

**Rules of procedure for arbitration proceedings:**

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

**Place of Arbitration and Award:**

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Bid Securing Declaration

# Form 9: Bid Securing Declaration

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

Bid No.:***P190197***

To: **Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.**

We, the undersigned, declare that:

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

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

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

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

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

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

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

# Contract Form

# *SECTION IX: CONTRACT FORMS*

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **DESIGN, DEVELOPMENT, TESTING AND SOURCE CODE DELIVERY OF COMPREHENSIVE WEB-BASED PORTAL OF PHARMACY COUNCIL OF PAKISTAN (*P190197*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Integrity Pact

Integrity Pact

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

**Contract** Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

# Performance Guarantee Form

# Performance Guarantee Form

To: **Pharmacy Council of Pakistan (Admin & Technical), Secretary PCP 304-A Evacuee Trust Complex Agha Khan Road F5/1, Islamabad.**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

*[name of bank or financial institution]*

_____

*[address]*

_____

*[date}*

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Request for Proposal Document

This Contract shall be read as an indivisible whole. The Request for Proposal (RFP), the complete Technical and Financial Proposals, the Scope of Work, and all associated terms and conditions are hereby explicitly incorporated into this agreement. Any specification, milestone, or compliance criteria outlined previously shall be read as mandatory, binding, and strictly enforceable, whether reproduced herein or referenced line-by-line

Technical Submission (Vendor)

## UNDERTAKING (RESOURCE INTEGRITY & CAPACITY)

**UNDERTAKING (RESOURCE INTEGRITY & CAPACITY)**

I/We, M/S [ ], Islamabad, hereby undertake and give firm statutory assurance to the Pharmacy Council of Pakistan that our entity is technically and financially robust, possesses fully available in-house software engineering personnel, and has the absolute capacity to execute the full design, engineering, development/deployment and launch of the web-based PCP Portal within the mandatory thirty (30) calendar days timeframe. We further declare that in accordance with PPRA Rule 32(1)(f), the portal development shall be conducted by our permanent staff and third-party private developer shall be sub-contracted or engaged for this project non outside as mentioned in 32(1)(f).

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **UNDERTAKING (RESOURCE INTEGRITY & CAPACITY)** (page number: 99)

## CONTRACT AGREEMENT FOR PORTAL DEVELOPMENT

THIS AGREEMENT is made on the _____ day of _____ 2026 between 'Pharmacy Council of Pakistan (PCP), Islamabad of one part and 'M/S [ ] having its offices at (Address).

WHEREAS the Authority is desirous of availing the specialized software development, digital automation, installation and commissioning services of the Contractor for a comprehensive web-based PCP Portal as per rates, specifications, and accelerated 30-day turnaround terms contained in the letter of acceptance / proposal documents / negotiated financial quotation, and the contractor has accepted to provide the said services as per functional scope, timeline, and terms contained in the proposal blueprint for contract duration.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.

2. The following documents shall be deemed to form and be read and construed as an integral part of this agreement, viz:
a) This Contract Agreement

b) The Letter of Acceptance / Work Order
c) The RFP baseline scope
d) The Technical Compliance Sheet and Financial Quotation submitted via EPADS

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities, shall take precedence in the order set out above.

4. In consideration of the payment to be made by the Authority to the Contractor, the Contractor hereby covenants with the Authority to design, develop, secure, and deploy the completeportal in conformity in all respects with the 30-day timeline.

5. The Authority hereby covenants to pay to the Contractor in consideration of the development services the amount due in accordance with the provisions of the contract.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **CONTRACT AGREEMENT FOR PORTAL DEVELOPMENT** (page number: 100)

# FINANCIAL PROPOSAL / QUOTATION FORM

Submitted the Financial Proposal accordingly.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **FINANCIAL PROPOSAL / QUOTATION FORM** (page number: 101)

# Procurement Forms

## Past Construction Experiences

Copies of relevant Completion Certificates / active Work Orders / Contracts from Public/Reputable entities.

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 104)

## Contractor's Key Personnel Representative and Their Schedules

Human Resource list detailing permanent software developers, database managers, and QA teams

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 110)

## Financial Resources

| |
|---|
| Active Taxpayer List (ATL) status verifications for NTN and General Sales Tax (GST) with FBR. |
| FBR Tax Returns / Audited Statement for the last three consecutive financial years. |

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 114)

## Past Experience and Completed Contracts

Copies of relevant Completion Certificates / active Work Orders / Contracts from Public/Reputable entities

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 115)

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

An affidavit executed on judicial stamp paper verifying that the entity has never been blacklisted

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 116)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 118)

# Financial Capacity and Net Worth Evaluation Form

Financial Strength & Standing
(Based on average annual turnover / tax paid in last 3 years)

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 119)

# Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 121)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

# Additional Forms and Documents

**Annexure-I**

**ON STAMP PAPER**
**UNDERTAKING (RESOURCE INTEGRITY & CAPACITY)**

I/We, M/S [ ], Islamabad, hereby undertake and give firm statutory assurance to the Pharmacy Council of Pakistan that our entity is technically and financially robust, possesses fully available in-house software engineering personnel, and has the absolute capacity to execute the full design, engineering, development/deployment and launch of the web-based PCP Portal within the mandatory thirty (30) calendar days timeframe. We further declare that in accordance with PPRA Rule 32(1)(f), the portal development shall be conducted by our permanent staff and third-party private developer shall be sub-contracted or engaged for this project non outside as mentioned in 32(1)(f).

_____
SIGN & SEAL OF HEAD OF ENTITY / AUTHORIZED DIRECTOR
Name: _____
CNIC #: _____
Official Stamp: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

**Annexure-II**

## FORM OF AGREEMENT (DRAFT)
## CONTRACT AGREEMENT FOR PORTAL DEVELOPMENT

THIS AGREEMENT is made on the _____ day of _____ 2026 between 'Pharmacy Council of Pakistan (PCP), Islamabad of one part and 'M/S [ ] having its offices at (Address).

WHEREAS the Authority is desirous of availing the specialized software development, digital automation, installation and commissioning services of the Contractor for a comprehensive web-based PCP Portal as per rates, specifications, and accelerated 30-day turnaround terms contained in the letter of acceptance / proposal documents / negotiated financial quotation, and the contractor has accepted to provide the said services as per functional scope, timeline, and terms contained in the proposal blueprint for contract duration.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.

2. The following documents shall be deemed to form and be read and construed as an integral part of this agreement, viz:
   a) This Contract Agreement
   b) The Letter of Acceptance / Work Order
   c) The RFP baseline scope
   d) The Technical Compliance Sheet and Financial Quotation submitted via EPADS

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities, shall take precedence in the order set out above.

4. In consideration of the payment to be made by the Authority to the Contractor, the Contractor hereby covenants with the Authority to design, develop, secure, and deploy the turnkey portal in conformity in all respects with the 30-day timeline.

5. The Authority hereby covenants to pay to the Contractor in consideration of the development services the amount due in accordance with the provisions of the contract.

| | |
|---|---|
| Sign & Seal on behalf of Contractor | Sign & Seal on behalf of Employer |
| Name: _____ | Name: _____ |
| Designation: _____ | Designation: _____ |
| Date: _____ | Date: _____ |

**PHARMACY COUNCIL OF PAKISTAN**
**FINANCIAL PROPOSAL / QUOTATION FORM**

Name of Firm/Supplier: [ ]
Location: 304-A, EVACUEE TRUST COMPLEX, SECTOR F5-1, ISLAMABAD
Direct Rule 32(1)(f) Allocation Framework (EPADS Transmission Mode)

| Sr. | Software Automation Suite Module | Timeline Sprint | Qty | Total Lump-sum Development Cost (PKR) (Inclusive of all applicable Taxes) |
|---|---|---|---|---|
| 1. | Core Platform Architecture & RBAC Security Engine<br>• Setup of secure portal authentication & dual-factor security routing.<br>• Database engines & secure hypertext protection layers.<br>• Interface layouts for the 7 specialized active User Dashboards.<br>• Core Institute Profile & Onboarding validation module.<br>Academic Applications Ingest Suite<br>• Pharmacy Technician program application processing pipeline.<br>• Pharm.D program application processing pipeline.<br>• Postgraduate program application module (MS/MPhil & PhD).<br>• Central Student Enrollment Ledger & tracking matrices.<br>Faculty, Members Ledger & tracking matrices<br>Operational Overhaul & Infrastructure Automation<br>• Central Faculty Database Architecture (Single Identity Framework).<br>• Automated Renewals Engine with automated expiration triggers/alerts.<br>• Computerized Fee Management & integrated online payment (Raast) hooks.<br>Governance, Auditing, & Scalable Logistics Matrix | 30 days + 6 Months warranty | 01<br><br>(Lump Sum) | |

| | | | |
|---|---|---|---|
| | • Institutional Committee Workflows and electronic agenda routing.<br>• Litigation Tracker / Court Case Management Ledger.<br>• Cloud Document Storage Repository with file versioning controls.<br>• Field Work Inspection Scheduler & Deficiency Tracking module.<br>• Database engine scaling frameworks to support 100,000+ student profiles.<br>Rigorous Integration Testing, UAT, & Complete Production Launch: Full system load testing, UAT committee clearance, user training, and deployment setup assistance.<br>. 6 Month free Development Warranty and Technical Support Support: Free application troubleshooting, source security patch deployments, and core codebase logical error resolutions, addition or deletion of modules as per need and maintenance support. | | |
| 2 | Application Support and Maintenance | 6 months | 01 |
| 3 | Application Support and Maintenance-Year 2 | 12 months | 01 |
| 4 | Application Support and Maintenance-Year 3 | 12 months | 01 |

GRAND TOTAL COST OF COMPLETE PROJECT:

**Notes:**

1. Prices shall be inclusive of all applicable taxes; no tax shall be paid over and above the quoted price.

2. Hosting infrastructure and hardware are provided by PCP and shall not be priced.

3. As this procurement represents a direct public sector utility allocation conducted under PPRA Rule 32(1)(f), the statutory requirement for the submission of earnest money, bid security, or proposal bank guarantees at the time of bidding is waived.

4. Payments shall be processed on a unified lump-sum upon final complete launch, subject to a mandatory 10% Performance Retention Security deduction;

- Ninety percent (90%) of the approved contract price shall be paid upon complete functional deployment, server migration, and the signing of the User Acceptance Testing (UAT) clearance certificate by the PCP Procurement Committee.
- The remaining ten percent (10%) shall be retained by PCP as a Performance Warranty Security. This amount will be released within two weeks after the flawless completion of the 6-month post-go-live technical support and warranty period, subject to clearance from the PCP Technical and Procurement Committee.

5 The Contractor Firm is required to submit the following documents along with the final invoices:

1. Invoice with covering letter.

2. User Acceptance Testing (UAT) clearance certificate signed by the PCP Committee.
3. System architecture manual and deployment log keys.
4. Declaration of in-house resource utilization.

6 Application support and maintenance charges will be paid yearly in arrears during the support period at the annual prices quoted in Annex-III

7 Payment shall be made through cross cheque within two to three weeks in the name of the Contractor after receipt of complete verified billing documents.

8. All applicable federal withholding income taxes and sales taxes shall be deducted at source from the invoice as per active FBR laws.

9 Processing of the annual maintenance invoice is strictly subject to the issuance of a Performance and Support Clearance Certificate by the PCP Technical Committee verifying that the Contractor successfully resolved all software bugs, applied required security patches and maintained code stability in accordance with the agreed Service Level Agreement terms.

Pakistani Rupees (in words): _____

Name: _____ Signature: _____
Date: _____ Stamp: _____

# CONSTRUCTION EXPERIENCE

## Form EXP - 4.1
## General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

| Starting Year | Ending Year | Contract Identification | Role of Bidder |
|---|---|---|---|
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of EMPLOYER: _____<br>Address: _____ | |

Form EXP - 4.2(a)

# Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
Bid Reference No. (if any) and title: _____
Page _____of _____pages

| **Similar Contract No.** | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | PKR equivalent | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | | | | |
| EMPLOYER's Name: | | | | |
| Address:<br>Telephone/fax number<br>E-mail: | | | | |

## Form EXP - 4.2(a) (cont.)
## Specific Construction and Contract Management Experience (cont.)

| **Similar Contract No.** | **Information** |
|---|---|
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: | |
| 1. Amount | |
| 2. Physical size of required works items | |
| 3. Complexity | |
| 4. Methods/Technology | |
| 5. Construction rate for key activities | |
| 6. Other Characteristics | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Form EXP - 4.2(b)
# Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Sub-contractor's Name (if any): _____
Bid Reference No. (if any) and title: _____

Page _____of _____pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

| | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | PKR equivalent | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract (i) | Percentage participation (ii) | | Actual Quantity Performed (i) x (ii) |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| EMPLOYER's Name: | | | | |
| Address:<br><br>Telephone/fax number | | | | |

| | Information |
|---|---|
| E-mail: | |

2. Activity No. Two

3. ……

| | Information |
|---|---|
| Description of the key activities in accordance with Section III: | |
| | |
| | |
| | |
| | |
| | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form EXP - 4.2 (c)
# Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

| | | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Subcontractor ☐ |
| Total Contract Amount | | | PKR | |
| Details of relevant experience | | | | |

**2.** Key Requirement no 2 in accordance with 4.2 (c): _____

**3.** Key Requirement no 3 in accordance with 4.2 (c): _____

**4.** [PA define key requirements]

# Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## Form PER-2:
## Resume and Declaration
## Contractor's Representative and Key Personnel

| **Name of Bidder** |
|---|
| |

| **Position [*#1*]: [*title of position from Form PER-1*]** | | |
|---|---|---|
| **Personnel information** | **Name:** | **Date of birth:** |
| | **Address:** | **E-mail:** |
| | | |
| | **Professional qualifications:** | |
| | **Academic qualifications:** | |
| | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **details** | | |
| | **Address of Employer:** | |
| | **Telephone:** | **Contact (manager / personnel officer):** |
| | **Fax:** | |
| | **Job title:** | **Years with present Employer:** |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**Declaration**

I, the undersigned *[ insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| **Commitment** | **Details** |
|---|---|
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]* |

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

**Name of** Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

**Countersignature of authorized representative of the Bidder:**

Signature: _____

Date: (day/month/year): _____

# Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

| | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Eq. PKR)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

# Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

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

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

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

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

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

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

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

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

# Current Contract Commitments / Works in Progress

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

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

# Financial Situation and Performance

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

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

**1. Financial data**

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

* Refer ITA 14 for the exchange rate

**3. Financial documents**

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

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

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

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

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

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

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

# Average Annual Turnover (Annual Sales Value)

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

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

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

* Refer ITA for date and source of exchange rate.

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