

Standard Bidding Document

PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP-59

(Goods)

National

Single Stage-One Envelope



May 10, 2026

*DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTOR
CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD
Phone: +92-344-315-7715, Email: directorfabs@cga.gov.pk*

Table of Contents

| | |
|---|----|
| Instructions to Bidders | 3 |
| Bid Data Sheet | 23 |
| Bids Data Sheet (BDS) | 24 |
| Eligibility Criteria | 28 |
| Evaluation Criteria | 28 |
| Items/Lots | 29 |
| Related Services of Goods: | 29 |
| Items/Lot Specification | 30 |
| Price Schedule | 31 |
| General Conditions of Contract | 34 |
| Special Conditions of Contract | 44 |
| Bid Securing Declaration | 50 |
| Contract Form | 52 |
| Integrity Pact | 55 |
| Performance Guarantee Form | 57 |
| Annexure | 59 |
| NATIONAL STANDARD BIDDING DOCUMENTS-PROCUREMENT OF GOODS UNDER RFP-59 | 60 |
| Procurement Forms | 61 |
| Past Experience and Completed Contracts | 1 |
| Current Contracts and Their Progress | 1 |
| Financial Capacity and Net Worth Evaluation Form | 1 |

| | |
|---|-----------|
| Average Annual Turnover | 1 |
| Additional Forms and Documents | 64 |

INVITATION TO BIDS PROCUREMENT OF GOODS

1. The **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS)** has reserved Funds for the procurement planned for FY **2025-26**. The **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP-59**".
2. The **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS)** invites E-bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.
3. **Single Stage-One Envelope** will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.
4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**. Where **Bid Security** is not required by the **Procuring Agency**, Bidders are required to furnish **Bid Security Declaration** as specified in Bidding Document.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. Bidder(s) are required to get themselves registered on **EPADS v2.0** on or before **Tuesday, May 26, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, May 26, 2026 11:30 AM**. 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>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTOR
CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD
+92-344-315-7715
directorfabs@cga.gov.pk





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 Goods for as specified in the BDS and **in Section V - Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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 Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with

any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
2. have controlling shareholders in common; or
3. receive or have received any direct or indirect subsidy from any of them; or
4. have the same legal representative for purposes of this Bid; or
5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;
2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0**.

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 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 9**.

8.5 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 Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents 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 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 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 addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 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 through **EPADS v2.0**:

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 Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;
2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;
3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;
4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**.

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of its Bid, 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.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30(2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids 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. The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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 18.7**.

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period

for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

1. the expiry of the Bid Security;
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 Bid documents;
3. the rejection by the Procuring Agency of all Bids;
4. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract, or furnishing the Performance Guarantee.

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

1. if a Bidder:
 2. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or
 3. does not accept the correction of errors; or
 4. in the case of a successful Bidder, if the Bidder fails:
 5. to sign the contract; or
 6. to furnish Performance Guarantee.

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 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.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 **before three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

25.2 The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 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 25.2**, it shall reject the Bid.

27. Correction of Errors

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

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;
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
3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bids, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)

In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 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.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in EvaluationCriteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1 Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.6 Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform

satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35

of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 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.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.





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: **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS)**

The subject of procurement is: **PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP-59**

Expected commencement date: **Monday, June 15, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P32132**

BDS Clause Number 3

ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date:
Tuesday, May 19, 2026
Pre-Bid Meeting: Tuesday, May 19, 2026 11:00 AM
Venue: FABS DIRECTORATE, 2ND FLOOR, AGPR BUILDING, G-8/4, ISLAMABAD

C. Preparation of Bids

BDS Clause Number 5

ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid: No

BDS Clause Number 6

ITB Number 11.1

Items/Lots and threere relateddocuments:

See section items and Lots

BDS Clause Number 7

ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8

ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9

ITB Number 16.1

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

BDS Clause Number 10

ITB Number 17.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 11

ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

D. Submission of Bids

BDS Clause Number 12

ITB Number 20.1

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

CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD before bid submission deadline.

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

The deadline for Bids submission is: **Tuesday, May 26, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13

ITB Number 23.1

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

Day : **Tuesday**

Date: **Tuesday, May 26, 2026**

Time : **11:30 AM**

BDS Clause Number 14

ITB Number 31.1

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

see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15

ITB Number 41.1

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

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



Eligibility Criteria

| Bidder's Type | Required Registration |
|---------------------------|-----------------------|
| Company (Private Limited) | FBR (NTN) |
| Company (Public Limited) | FBR (GSTN) |
| | SECP |

Evaluation Criteria

Eligible bidder(s) with substantially responsive bid(s) offering **Quality and Cost Based Selection (QCBS)** shall be consider for the award of contract(s).

Quality and Cost Based Selection (QCBS)

| Technical Marks | 100 |
|--|-----|
| Passing Marks | 70 |
| Technical Evaluation Criteria | |
| i) Directly authorized by the Certified partner of Original Equipment Manufacturer /Principal (OEM) in Pakistan ii) Agent/Local authorized Distributor of the OEM) (Qualitative)(Doc Required) | 10 |
| Working relationship with Manufacturer (Qualitative)(Doc Required) | 10 |

| | |
|---|----|
| Contract value in supplying similar nature of Hardware Implementations/testing from Year 2020-2025 with minimum 2-3 contracts of each with value US\$30,000/- OR Rs.10 Million or above (supported by purchase orders/contract copy/successful delivery report. (Qualitative)(Doc Required) | 10 |
| Inventory/Spares store/service centre/warehouse/ Depot in any major cities of Pakistan (Lahore/ Islamabad/ Rawalpindi) for timely spares replacement. (Qualitative)(Doc Required) | 10 |
| Number of successful Hardware supply orders/ testing/ implementation (Qualitative)(Doc Required) | 20 |
| Hardware/ Software/Solution/ Warranty / Backup Support (Qualitative)(Doc Required) | 10 |
| (Total Turnover of Company in last 03 years and Technical Specifications/ Features/ characteristics features Compliance Marks): 02 marks for each project amounting to Rs Ten Million and above. 1) Number of Certified Technical Human Resources/Trainers (Qualitative)(Doc Required) | 30 |

Items/Lots

Items Without Lots :

| Item | UNSPSC | Delivery Schedule | Quantity | Bid Security | Manufacturer / Dealer Authorization | Warranty |
|------------------|-------------------------------------|--|----------|--------------|-------------------------------------|----------|
| SSL VPN SOLUTION | Firewall network security equipment | Address: FABS DIRECTORATE, 2ND FLOOR, AGPR BUILDING, G-8/4, ISLAMABAD Schedule: 30 Quantity: 7 | 7 | 1000000 | Dealer Authorization form | 1 Years |

Related Services of Goods:

Yes

| Item | UNSPSC | Related Services |
|------------------|-------------------------------------|--|
| SSL VPN SOLUTION | Firewall network security equipment | One year on site comprehensive (Free Parts and Labor) Warranty |

Items/Lot Specification

Items Without Lots :

Item: SSL VPN SOLUTION

UNSPSC: Firewall network security equipment

Specifications / Requirements:

| Detailed Technical Specifications: | | |
|------------------------------------|--|------------|
| SSL VPN Solution Specification: | | |
| Sr. No. | | |
| Product Line | International Brands Only (CISCO or equivalent) | Qty |
| 1 | SSL VPN Solution is required for 5000 perpetual license per device for remote and mobile users from any web-enable device. | 07 Devices |
| 2 | Mandatory Features | |
| | SSL + Encapsulating Security Payload Full Layer 3 VPN | |

Detailed Technical Specifications:

| | | |
|---|---|--|
| | Validate and verify devices and users via a set of automated policies to protect networks and data. | |
| | Assess and remediate end user devices prior to authentication. Noncompliant endpoints can be quarantined, denied access. | |
| | Users can easily launch SSL VPN via their Web browser, or directly from their desktop. | |
| | Client/server proxy application that tunnels traffic from specific applications to specific destinations. | |
| 3 | Interface 8 x RJ45, 8 x 1/10G SFP+ with SFP (Multimode) Module (module should be installed support minimum 6900 VPN Peers IPSec VPN through put (1024B TCP W/Fast path) 10 Gbps or more Hardware should be Dual power supply (1+1), and standard OS should be installed, Complete Trunkey Solution | |
| 4 | One year on site comprehensive (Free Parts and Labor) Warranty | |

Price Schedule

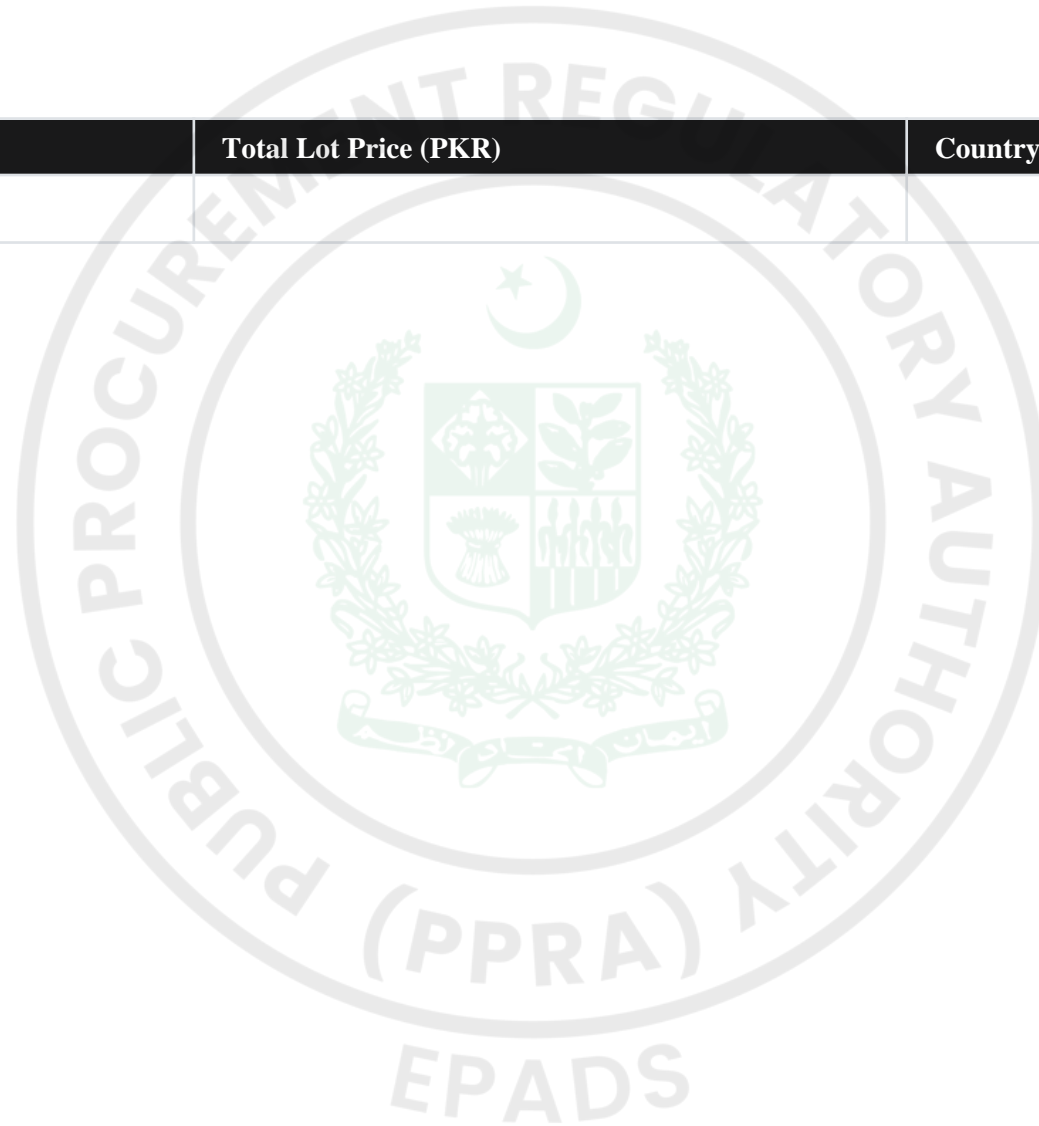
For Individual Items

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

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

For Lots

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







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. "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;
2. "Procuring Agency" means:-
 - 2.1. any Ministry, Division, Department or any Office of the Government;
 - 2.2. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;
3. "The Contract" means an agreement enforceable by law;
4. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
5. "Ancillary Services" means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;
6. "GCC" means the General Conditions of Contract contained in this section;
7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
8. "Day" means calendar day unless indicated otherwise.
9. "Effective Date" means the date on which this Contract comes into force and effect.
10. "The Bidder" means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;
11. "The Project Site," where applicable, means the place or places named in Bids Data Sheet and technical Specifications;
12. "Government" means the Government of Pakistan;
13. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods.
14. "Service" means any object of procurement other than goods or works;
15. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

17. "Completion Date" means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

18. "In Writing" means communicated in written form with proof of receipt;

19. "Local Currency" means the currency of Pakistan;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

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

4. Governing Language

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

5. Notices

5.1 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.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 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 Bidder may be taken or executed by the officials specified in the SCC.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of Services

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

10. Program

10.1 Before commencement of the Services, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

13.1 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 Bids for modification or variation made by the other Party.

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

14. Force Majeure

14.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 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.

14.3 Extension of Time

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

of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

1. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
2. If the Bidder becomes (or, if the Bidder 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;
3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;
4. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder 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.

1. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
2. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.
4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not provided by the Bidder;
- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15**.

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ----- at the discretion of the PA in the amount **specified in SCC**. In case the amount of Bids security is equal or greater than

23.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.3 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.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier 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**.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

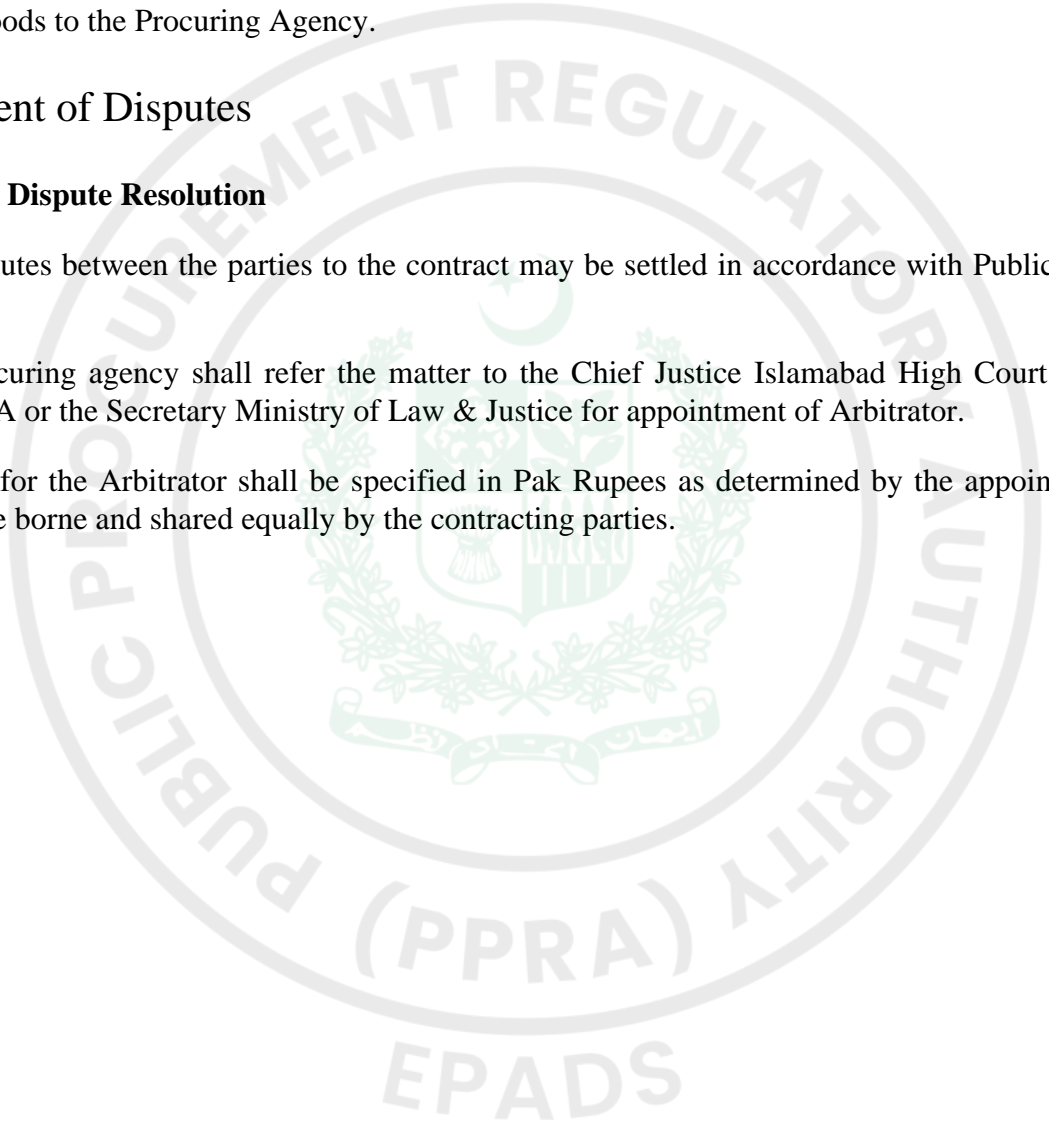
H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.





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

Number of GC Clause 1

Definitions

The Procuring Agency is: DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTOR CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD

The Supplier is:

The title of the subject procurement is: PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP-59

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

Procuring Agency:

DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTOR CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD
+92-344-315-7715
directorfabs@cga.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 7.1

The Authorized Representatives are:

For the Procuring Agency:

DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS),DIRECTOR
CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, ISLAMABAD
+92-344-315-7715
directorfabs@cga.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 17

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 17.

Number of GC Clause 22

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 **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the

Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Bank Guarantee, Demand Draft**

Number of GC Clause 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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 being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

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)

Delivery & Documents

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

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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.

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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





Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P32132**

To: **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTOR CGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, 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 **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS), DIRECTORCGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, 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., **PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP-59 (P32132)** and has accepted a Bids by the Bidder for the provision of Goods 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:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE 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 times 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: **DIRECTORATE GENERAL MIS/FABS ISLAMABAD (DG MIS/FABS),DIRECTORCGA COMPLEX GROUND FLOOR, OLD FBC BUILDING, G-5/2, 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 Goods(hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Annexure

NATIONAL STANDARD BIDDING DOCUMENTS- PROCUREMENT OF GOODS UNDER RFP-59

Standard Bidding Document RFP 59

Information (Read-Only)

See Form Under Additional Forms and Documents: **NATIONAL STANDARD BIDDING DOCUMENTS-
PROCUREMENT OF GOODS UNDER RFP-59** (page number: 65)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 236)

Current Contracts and Their Progress

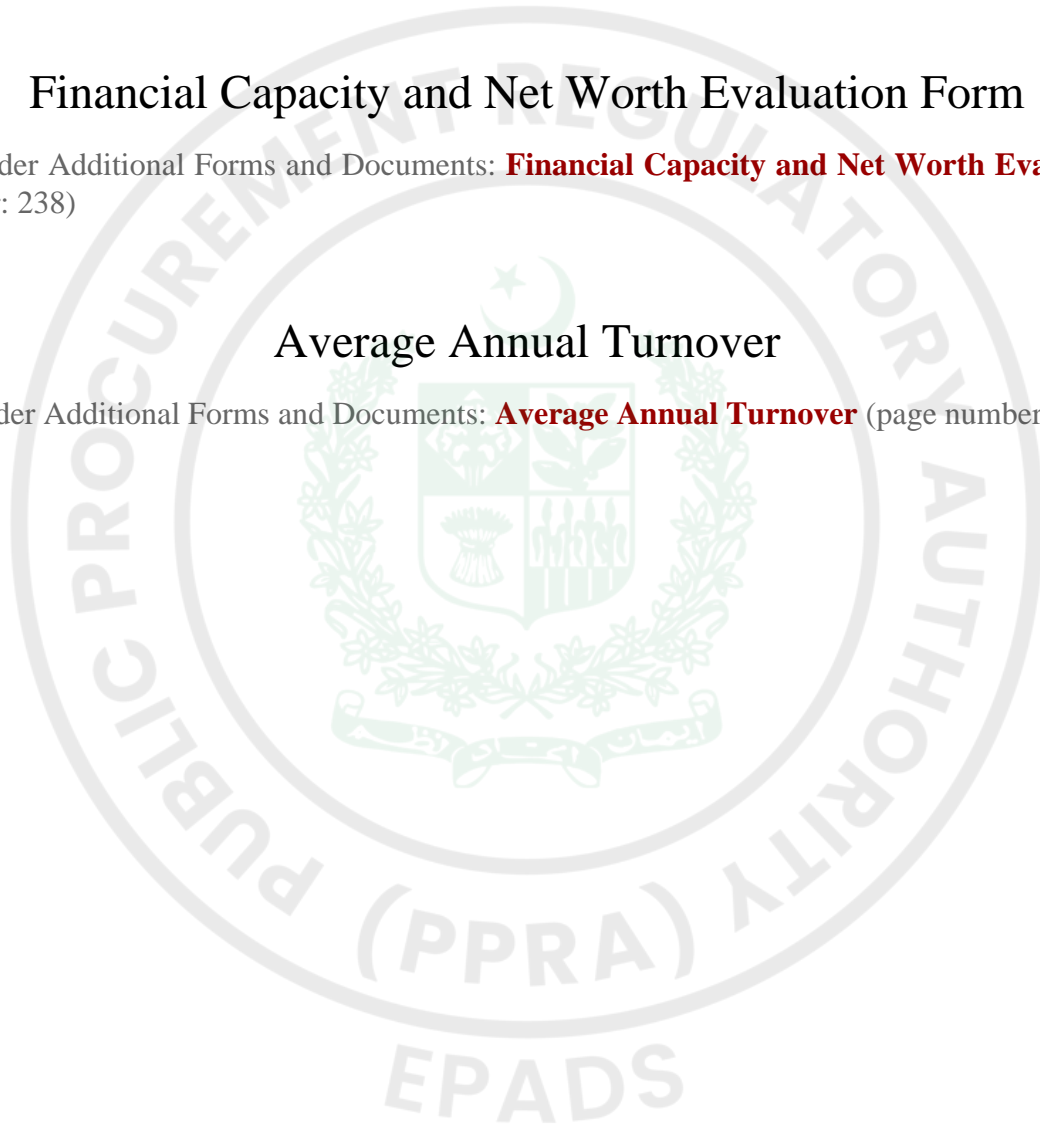
See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 237)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 238)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 240)







Additional Forms and Documents

NATIONAL STANDARD BIDDING DOCUMENTS-PROCUREMENT OF GOODS UNDER RFP-59

**PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS
VPN INFRASTRUCTURE**

(Single Stage: One Envelope Procedure)

(National Competitive Bidding)

Through EPADS as per E-Pak Procurement Regulations 2023



**Directorate General MIS/FABS, Office of the
Controller General of Accounts, Old FBC Building,
Ground Floor, CGA Complex, Islamabad.**

MAY 2026

PART-A - BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract. *This Section contains provisions those are to be used without modification(s).*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods and ancillary services to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of - Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions those are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by

the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

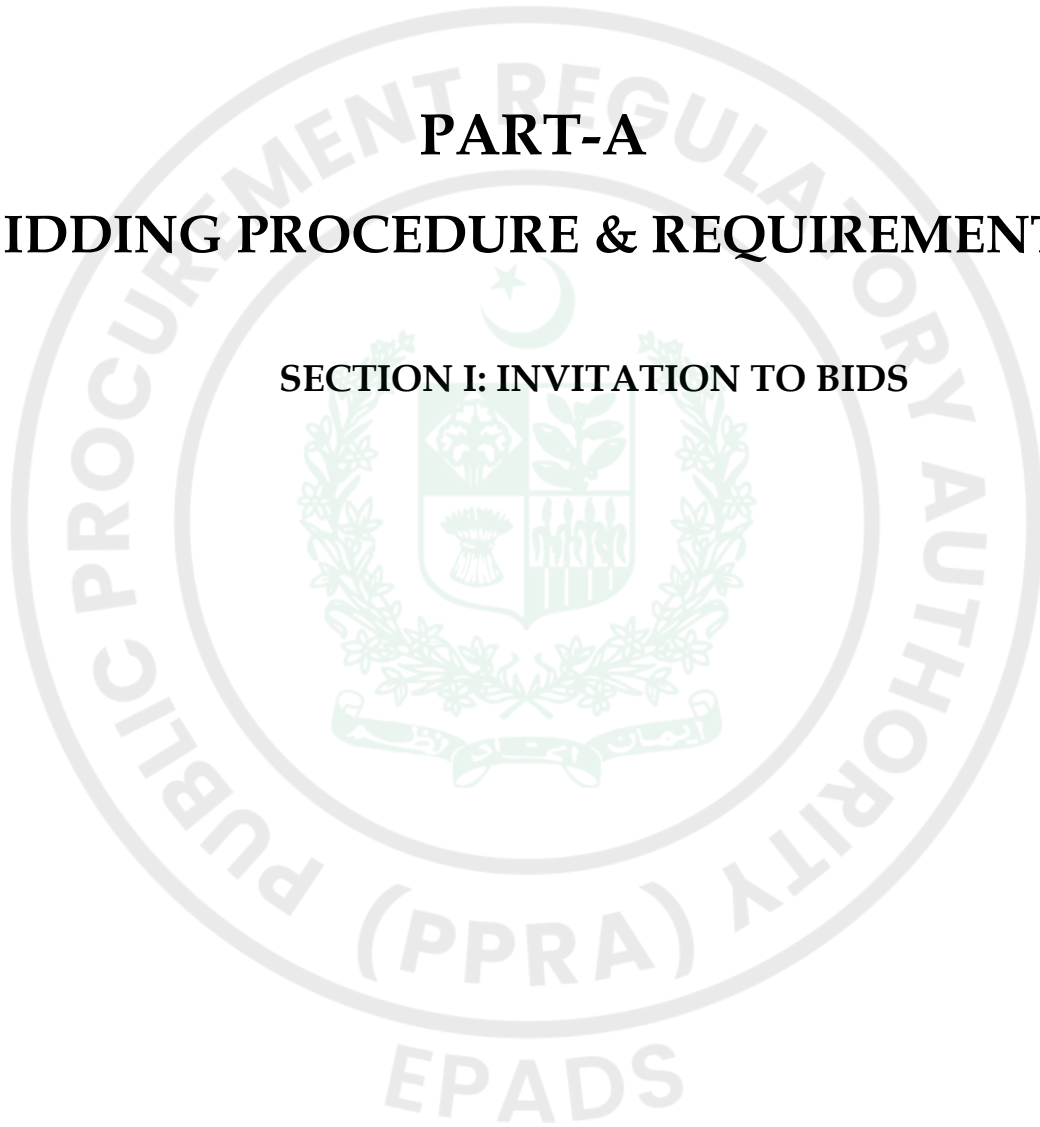
Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.



PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS





Directorate General MIS
Office of the Controller General of Accounts, Islamabad.
Ref. No: MIS/FABS/Proc/Proc of CISCO FTD DEVICES
Request for Bids (RFP# 59)
PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION
OF OLBS VPN INFRASTRUCTURE

The office of the Directorate General MIS, Department of the Controller General of Accounts, Islamabad intends to procure PROCUREMENT OF CISCO FTD DEVICES/ SSL VPN SOLUTION FOR EXPANSION OF VPN INFRASTRUCTURE under the Public Financial Management reforms at Federal and Provincial Levels.

2. The Procuring Agency has reserved the funds for the procurement planned during the financial year [2025-27] under the DG MIS cost centers.
3. The bidding shall be conducted in line with the **Single stage one envelope** procedure (QCBS 50:50) of the Public Procurement Rules 2004 and E-PAK Regulations 2023, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
4. **Pre-bid meeting** will be held on 19-05-2026 (Tuesday) at 11:00 am at FABS directorate as per below mentioned address. All bids must be accompanied by a **Bid Security amounting to Rs. 1,000,000/- (Rupees One Million Only)** as per PPRA Rules, 2004 on prescribed format given under the bidding document with **bid validity period of 180 days.** The Procuring agency shall separately award or cancel contract in accordance with the Public Procurement Rules, 2004.
5. The original bids (Technical and Financial bid) must be submitted through EPADS may be addressed to ‘**Director (Admn/FABS), FABS DIRECTORATE, 2ND FLOOR, AGPR BUILDING**’ on or before **26th MAY 2026 (Tuesday) by 11:00 A.M.**
6. The Technical and financial bids will be opened through EPADS promptly on same day (**26.05.2026**) at the Conference Room, **FABS DIRECTORATE, 2ND FLOOR, AGPR BUILDING by 11:30 A.M.**

DIRECTOR (ADMN/FABS)
directorfabs@cga.gov.pk
FABS DIRECTORATE, 2ND FLOOR, AGPR BUILDING
G-8/4, Islamabad. Ph: 051-9107246, Fax: 051-9107240

Contents

| | |
|---|-----------------------|
| SECTION I: INVITATION FOR BIDS | Page 2 |
| SECTION II: INSTRUCTION TO BIDDERS (ITBs) | Pages 6 to 49 |
| A. INTRODUCTION | |
| B. BIDDING DOCUMENTS | |
| C. PREPARATION OF BIDS | |
| D. SUBMISSION OF BIDS | |
| E. OPENING AND EVALUATION OF BIDS..... | |
| F. AWARD OF CONTRACT | |
| G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM | |
| H. MECHANISM OF BLACKLISTING | |
| SECTION III: BID DATA SHEET (BDS) | Pages 50 to 59 |
| A. Introduction | |
| B. Bidding Documents..... | |
| C. Preparation of Bids..... | |
| D. Submission of Bids..... | |
| E. Opening and Evaluation of Bids | |
| F. Award of Contract | |
| G. Review of Procurement Decisions..... | |
| Section IV. Eligible Countries | Page 58 |
| SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION ETC P 59-85 | |
| A. Technical Specification | Pages 62-65 |
| B. Bidder's Qualification Criteria | |
| C. Technical Bid Evaluation Criteria, | |
| D. Financial Bid Evaluation Criteria | |
| E. Price Schedules | |
| F. Delivery & Project Plan and Implementation Schedule | |
| SECTION VI: STANDARD FORMS | Pages 86-111 |
| SECTION VII: GENERAL CONDITIONS OF THE CONTRACT | Pages 104-153 |
| Definitions..... | |
| Application and interpretation | |
| Conditions Precedent | |
| Governing Language..... | |
| Applicable Law and Effectiveness of the contract | |
| Country of Origin..... | |
| Scope of the Information System | |
| Supplier's Responsibilities | |
| Procuring Agency's Responsibility | |
| Prices | |
| Payment..... | |
| Performance Guarantee..... | |
| Taxes and Duties | |
| Copyrights..... | |
| Software License Agreements | |
| Confidential Information | |
| Project Plan..... | |

| | |
|--|----------------|
| Sub-contracting..... | |
| Procurement and Delivery..... | |
| Transportation..... | |
| Documents..... | |
| Product Upgrades..... | |
| Inspections and Test..... | |
| Installation of the System..... | |
| Commissioning..... | |
| Operational Acceptance Tests..... | |
| Operational Acceptance..... | |
| Partial Acceptance..... | |
| Warranty/ Defect Liability Period..... | |
| Intellectual Property Rights Indemnity..... | |
| Insurance..... | |
| Limitation of Liability..... | |
| Related Services..... | |
| Change Orders..... | |
| Contract Amendments..... | |
| Assignment..... | |
| Sub-contracts..... | |
| Delays in the Supplier’s Performance..... | |
| Liquidated Damages..... | |
| Termination for Default..... | |
| Termination for Force Majeure..... | |
| Termination for Insolvency..... | |
| Termination for Convenience..... | |
| Transfer of Ownership..... | |
| Disputes Resolution..... | |
| Procedure for Disputes Resolution..... | |
| Replacement of Arbitrator..... | |
| Notices..... | |
| SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)..... | 146-166 |
| Definitions (GCC 1)..... | |
| Governing Language (GCC 4)..... | |
| Applicable Law (GCC 5)..... | |
| Country of Origin (GCC 6)..... | |
| Scope of the System (GCC 7)..... | |
| The Supplier responsibilities (GCC 8)..... | |
| The Procuring agency’s responsibilities (GCC 9)..... | |
| Price (GCC 10)..... | |
| Payment (GCC 11)..... | |
| Performance Guarantee (GCC 12)..... | |
| Taxes and Duties (GCC 13)..... | |
| Copy Rights (GCC 14)..... | |
| Software License Validity (GCC 15)..... | |
| Confidential Information (GCC 16)..... | |
| Project Plan (GCC 17)..... | |
| Sub-Contracting (GCC 18)..... | |
| Transportation (GCC 19)..... | |
| Documents (GCC 21)..... | |

Products Upgrade (GCC 22).....

Inspections and Tests (GCC 23)

Installations (GCC 24).....

Operational Acceptance Test (GCC 26)

Defect Liability (GCC 29)

Intellectual Property Rights Indemnity

Insurance (GCC Clause 31).....

Related Services (GCC Clause 33)

Change Orders (GCC 34)

Assignment (GCC 36).....

Liquidated Damages (GCC Clause 39)

Procedure for Dispute Resolution (GCC Clause 45).....

Notices (GCC Clause 48).....

SECTION IX: CONTRACT FORMS Pages 159-177

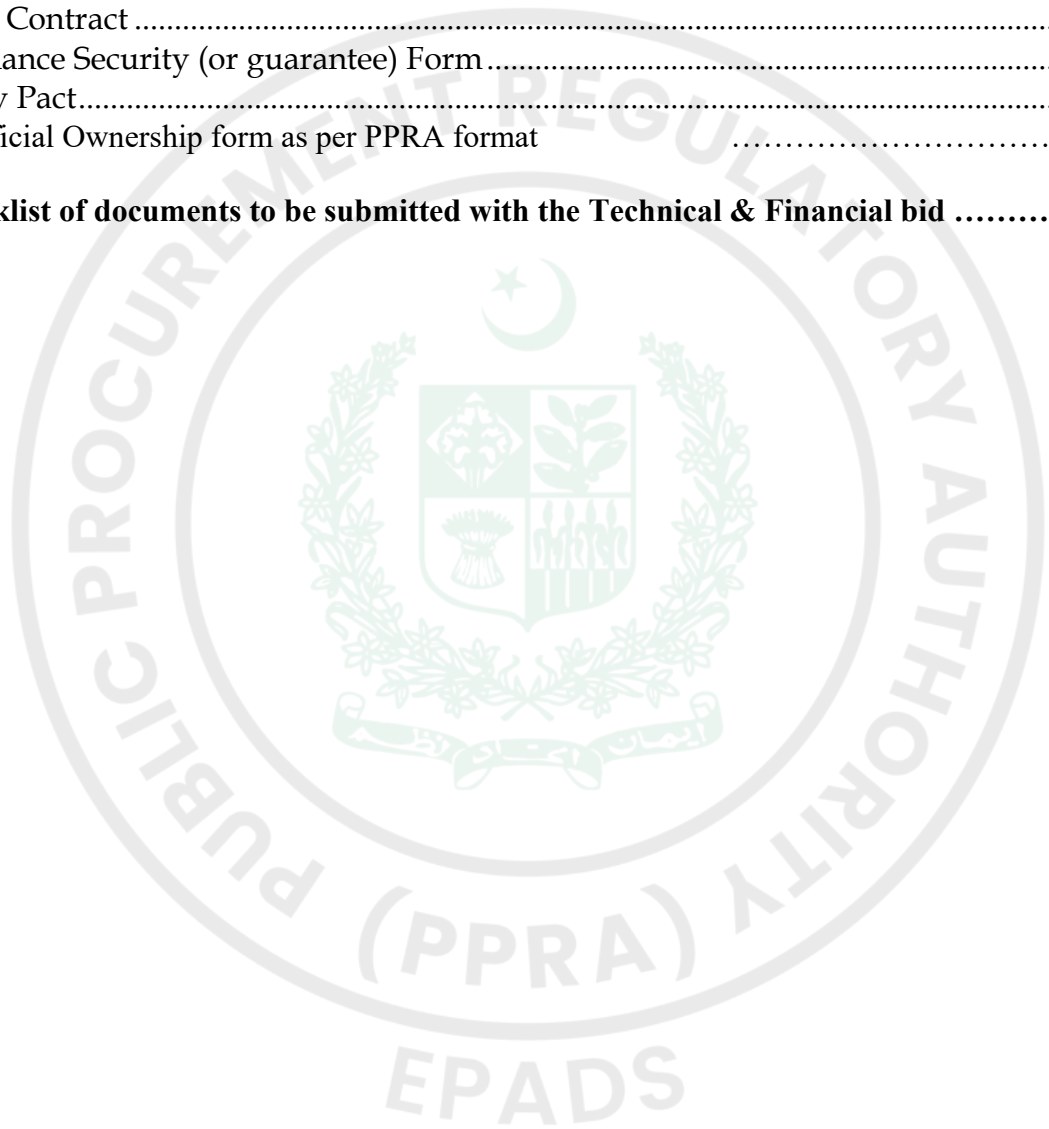
Form of Contract

Performance Security (or guarantee) Form.....

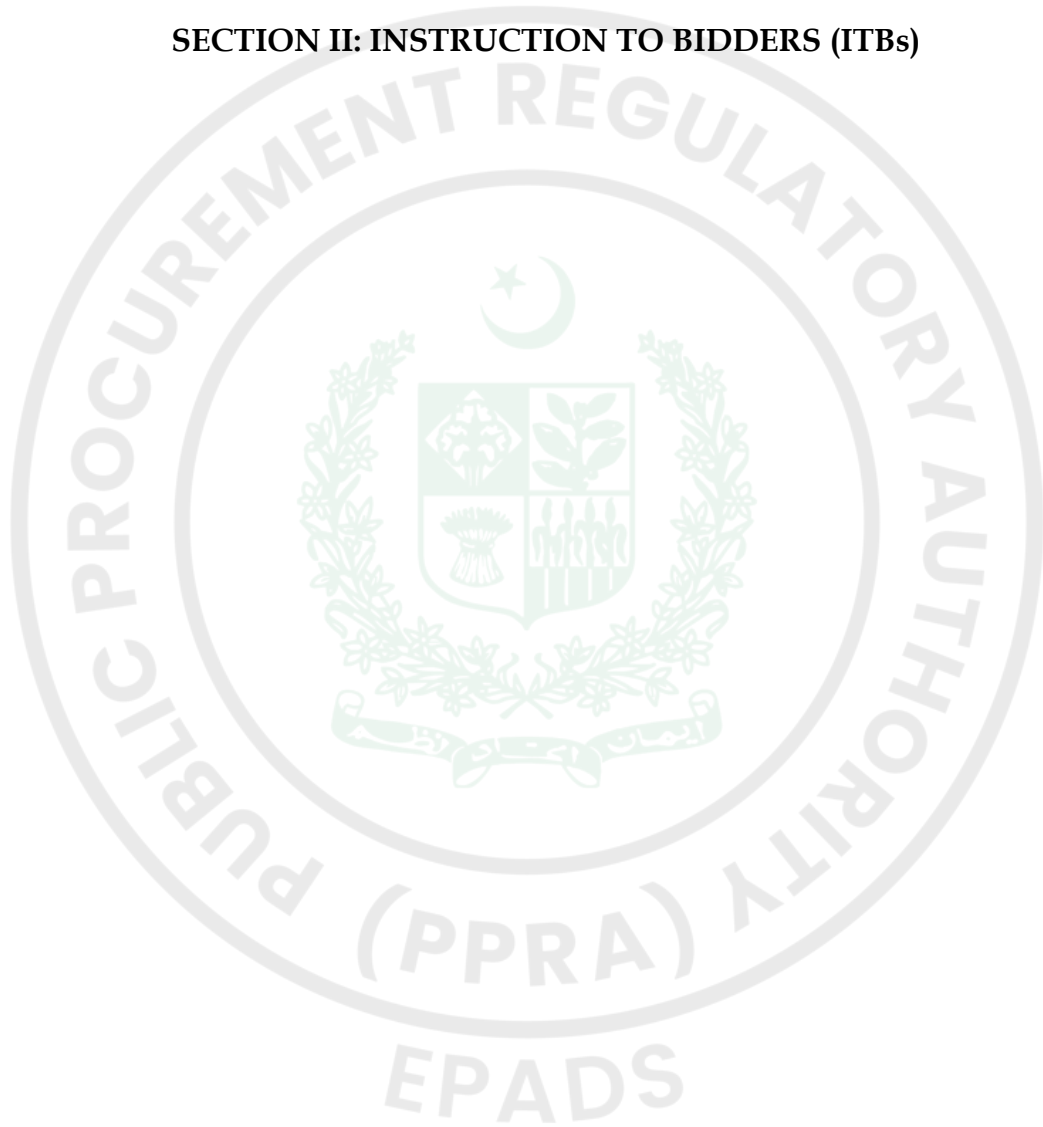
Integrity Pact.....

 Beneficial Ownership form as per PPRA format

Checklist of documents to be submitted with the Technical & Financial bid



SECTION II: INSTRUCTION TO BIDDERS (ITBs)



A. INTRODUCTION

| | | |
|-----------------------------------|------------|---|
| <p>1. Scope of Bid</p> | <p>1.1</p> | <p>The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Supply and Installation of the Information Systems as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to supply and install the information systems within the specified period and timeline(s) as stated in the BDS.</p> |
| | <p>1.2</p> | <p>Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).</p> |
| <p>2. Source of Funds</p> | <p>2.1</p> | <p>Source of funds is referred in Clause-2 of Invitation for Bids.</p> |
| <p>3. Eligible Bidders</p> | <p>3.1</p> | <p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p> |
| | <p>3.2</p> | <p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p> |
| | <p>3.3</p> | <p>Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.</p> |
| | <p>3.4</p> | <p>Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to</p> |

| | | |
|--|-------|---|
| | | its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. |
| | 3.5 | The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. |
| | 3.6 . | Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process. |
| | 3.7 | <p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process. |
| | 3.8 | A Bidder may be ineligible if - |

| | | |
|--|------|---|
| | | <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p> |
| | 3.9 | Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. |
| | 3.10 | Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. |
| | 3.11 | Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged. |
| 4. Eligible Information Systems | 4.1 | <p>For the purposes of these Bidding Documents, the Information System means all:</p> <p>a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and</p> |

| | | |
|------------------------------|-----|--|
| | | <p>made operational (collectively called “the Goods” in some clauses of the ITB); and</p> <p>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.</p> |
| | 4.2 | All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”. |
| | 4.3 | For purposes of this Clause, “origin” means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component. |
| | 4.4 | The nationality of the supplier that supplies and install the Information System shall not determine the origin of the goods. |
| | 4.5 | To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid. |
| | 4.6 | If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid. |
| 5. One Bid per Bidder | 5.1 | A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. |
| | 5.2 | No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the |

| | | |
|---------------------------|-----|---|
| | | same Bidding process. |
| | 5.3 | A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process. |
| 6. Cost of Bidding | 6.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. BIDDING DOCUMENTS

| | | |
|--|-----|--|
| 7. Contents of Bidding Documents | 7.1 | The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms |
| | 7.2 | The number of copies to be completed and returned with the Bid is specified in the BDS . |
| | 7.4 | The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms. |
| | 7.5 | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder’s risk and may result in the rejection of his Bid. |
| 8. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit | 8.1 | A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS . |

| | | |
|--|-----|--|
| | 8.2 | The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement. |
| | 8.3 | Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website. |
| | 8.4 | Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 . |
| | 8.5 | 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 Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents. |
| | 8.6 | Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents 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 9 . Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder. |
| | 8.7 | The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the |

| | | |
|--|-----|---|
| | | Contract. The costs of visiting the site or sites shall be at the Bidder's own expense. |
| | 8.8 | The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification |
| | 8.9 | No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract. |
| 9. Amendment of Bidding Documents | 9.1 | 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 addenda. |
| | 9.2 | Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline. |
| | 9.3 | 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: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline. |

C. PREPARATION OF BIDS

| | | |
|--|-------------|--|
| <p>10. Language of Bid</p> | <p>10.1</p> | <p>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p> |
| <p>11. Documents Constituting the Bid</p> | <p>11.1</p> | <p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the supplier is not the manufacturer of those goods and service making Information System; e) Documentary evidence established in accordance with ITB 12 that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS. |

| | | |
|--|------|--|
| 12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents | 12.1 | Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services making information system which the Bidder proposes to deliver. |
| | 12.2 | The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment. |
| | 12.3 | <p>The documentary evidence of conformity of the goods and services making Information Systems to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS. |
| | 12.4 | For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. |
| | 12.6 | The required documents and other accompanying documents must be in English. In case any other language |

| | | |
|---|------|--|
| | | than English is used the pertinent translation into English shall be attached to the original version. |
| 13. Documents Establishing Eligibility and Qualification of the Bidder | 13.1 | Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, 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. |
| | 13.2 | The documentary evidence of the Bidder's eligibility to Bid 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 as defined in Section-4 titled as "Eligible Countries". |
| | 13.3 | <p>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:</p> <ul style="list-style-type: none"> a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the information system in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet. |
| | 13.4 | <p>The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <ul style="list-style-type: none"> a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed |

| | | |
|------------------------|------|---|
| | | <p>Information System;</p> <p>b) an item-by-item commentary on the Procuring Agency's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;</p> <p>c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Agency and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</p> <p>d) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.</p> |
| 14. Form of Bid | 14.1 | The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. |
| 15. Bid Prices | 15.1 | The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents. |
| | 15.2 | All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price |

| | | |
|--|------|--|
| | | Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items. |
| | 15.3 | <p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ol style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p> |
| | 15.4 | The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered. |
| | 15.5 | The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract. |
| | 15.6 | <p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ol style="list-style-type: none"> a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ol style="list-style-type: none"> i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ol style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. |

| | | |
|------|--|--|
| | | <ul style="list-style-type: none"> ii) all applicable taxes which will be payable on the goods if the contract is awarded. iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS. iv) the price of other (incidental or allied) services, if any, listed in the BDS. <p>b) For goods offered from abroad:</p> <ul style="list-style-type: none"> i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS. iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS. v) the price of (incidental) services, if any, listed in the BDS. |
| 15.7 | | <p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: -</p> |

| | | |
|---------------------------|------|---|
| | | <p>a) For Goods: -</p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) For Related Services</p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p> |
| | 15.8 | Prices quoted by the Bidder shall be fixed during the Bidder's performance 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 29 . |
| | 15.9 | If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package. |
| 16. Bid Currencies | 16.1 | <p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices can be quoted in United States Dollar, or Pakistani Rupees,</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country.</p> |
| | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a |

| | | |
|---|------|--|
| | | Pakistani Rupees. |
| | 16.3 | The Currency of the Contract may be US\$. However, Pakistani Rupee would be preferable. |
| 17. Bid Validity Period | 17.1 | Bids 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. The period of Bid validity will be determined from the complementary bid securing instrument i.e., the expiry period of bid security or bid securing declaration as the case may be. |
| | 17.2 | Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects. |
| | 17.3 | If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction. |
| 18. Bid Security or Bid Securing Declaration | 18.1 | Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) . |
| | 18.2 | 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 18.9 . |

| | |
|------|--|
| 18.3 | <p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;</p> <p>b) a cashier's or certified cheque;</p> |
| 18.4 | <p>The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.</p> |
| 18.5 | <p>The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.</p> |
| 18.6 | <p>Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29.</p> |
| 18.7 | <p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, 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 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the Bid Security;</p> <p>(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;</p> <p>(c) the rejection by the Procuring Agency of all Bids;</p> |

| | | |
|--|------|---|
| | | (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted. |
| | 18.8 | The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42 , or furnishing the performance guarantee, pursuant to ITB 43 . |
| | 18.9 | The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2 ; or ii) does not accept the correction of errors pursuant to ITB 31.2 ; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 42 ; or ii) to furnish performance security (or guarantee) in accordance with ITB 43 . |
| 19. Alternative Bids by Bidders | 19.1 | Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail. |
| | 19.2 | When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for Information System. |
| | 19.3 | If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the |

| | | |
|---|------|--|
| | | Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency. |
| 20. Withdrawal, Substitution, and Modification of Bids | 20.1 | Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. |
| | 20.2 | Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders. |
| 21. Format and Signing of Bid | 21.1 | The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal. |
| | 21.2 | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. |
| | 21.3 | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder. |

D. SUBMISSION OF BIDS

| | | |
|--|------|--|
| 22. Sealing and Marking of Bids | 22.1 | In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved |
|--|------|--|

| | | |
|--|------|--|
| | | undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i> |
| | 22.2 | The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1. |
| | 22.3 | In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: <ul style="list-style-type: none"> a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2. |
| | 22.4 | The inner and outer envelopes shall: <ul style="list-style-type: none"> a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24 |
| | | If all envelopes are not sealed and marked as required by ITB 22.2 , ITB 22.3 and ITB 22.4 or incorrectly marked, the |

| | | |
|---|------|---|
| | | Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid. |
| 23. Deadline for Submission of Bids | 23.1 | Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS . |
| | 23.2 | The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline. |
| 24. Late Bids | 24.1 | The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 . |
| | 24.2 | Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder. |
| 25. Withdrawal, Substitution, and Modification of Bids | 25.1 | A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney). |
| | 25.2 | The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids. |
| | 25.3 | Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids. |
| | 25.4 | Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission. |
| | 25.5 | No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and |

| | | |
|--|------|--|
| | | the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration. |
| | 25.6 | Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25. |

E. OPENING AND EVALUATION OF BIDS

| | | |
|----------------------------|------|---|
| 26. Opening of Bids | 26.1 | The Procuring Agency will open all Bids, in public, 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 a register as proof of their attendance. |
| | 26.2 | First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. |
| | 26.3 | Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. |
| | 26.4 | Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain |

| | | |
|--|-------|---|
| | | unopened till the prescribed financial bid opening date. |
| | 26.5 | Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee. |
| | 26.6 | In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening. |
| | 26.7 | The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate. |
| | 26.8 | Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further. |
| | 26.9 | Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder`s Bid. |
| | 26.10 | No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 . |
| | 26.11 | 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 whether or not there is a withdrawal, substitution or modification, the |

| | | |
|----------------------------------|-------|--|
| | | Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration. |
| | 26.12 | The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders. |
| | 26.13 | A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request. |
| | 26.14 | In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances. |
| 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 persons 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 decisions may result in the rejection of its Bid. |
| | 27.3 | Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication. |
| 28. Clarification of Bids | 28.1 | To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. |
| | 28.2 | The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors |

| | | |
|--|------|--|
| | | discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 . |
| | 28.3 | The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder |
| | 28.4 | From the time of Bid 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 in electronic forms that provide record of the content of communication. |
| 29. Preliminary Examination of Bids | 29.1 | Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p> |
| | 29.2 | A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's |

| | | |
|--|------|--|
| | | <p>rights or the Bidders obligations under the Contract; or</p> <p>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p> |
| | 29.3 | <p>The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. 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.</p> |
| | 29.4 | <p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <i>(a) Submit the number of copies of signed bids required by the invitation;</i> <i>(b) Furnish required information concerning the number of its employees;</i> <i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i> |
| | 29.5 | <p>Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid</p> |

| | | |
|--|------|---|
| | | related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| | 29.6 | Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. |
| | 29.7 | 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. |
| 30. Examination of Terms and Conditions; Technical Evaluation | 30.1 | The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| | 30.2 | The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation. |
| | 30.3 | 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 29 , it shall reject the Bid. |
| 31. Correction of Errors | 31.1 | Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> a) 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; b) if there is an error in a total corresponding to the |

| | | |
|--|------|---|
| | | <p>addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p> |
| | 31.2 | 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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9 . |
| 32. Conversion to Single Currency | 32.1 | To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. |
| | 32.2 | The currency selected for converting Bid prices to a common base for the purpose of evaluation. |
| 33. Evaluation of Bids | 33.1 | The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 . |
| | 33.2 | In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted. |
| | 33.2 | <p>The Procuring Agency's evaluation of a Bid will take into account:</p> <p>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan,</p> |

| | | |
|--|------|---|
| | | <p>Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</p> |
| | 33.3 | <p>The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.</p> <p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications. |
| | 33.5 | <p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> |

(a) *Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

(b) *Delivery schedule.*

i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

(c) *Deviation in payment schedule.*

i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish

to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

(d) Cost of spare parts

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

(e) Spare parts and after sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

(f) Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications.

(g) Performance and productivity of the equipment.

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications.

(h) Specific additional criteria.

Other specific additional criteria to be considered in

| | | |
|---|------|--|
| | | the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications. |
| | 33.6 | If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS . |
| 34. Domestic Preference | 34.1 | If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time. |
| 35. Determination of Most Advantageous Bid | 35.1 | In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid. |
| | 35.2 | <p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ol style="list-style-type: none"> i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p> |
| 36. Abnormally Low Financial Proposal | 36.1 | Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following |

process shall apply:

(a) The Procuring Agency may reject a Bid if the Procuring Agency 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 (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;

(b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;

(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;

(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and

(e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for Procuring Agency:

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

| | | |
|--|------|---|
| | | |
| | 36.2 | The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3. |
| | 36.3 | The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications. |
| | 36.4 | Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc. |
| | 36.5 | An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily. |

F. AWARD OF CONTRACT

| | | |
|---|-------------|---|
| <p>37. Criteria of Award</p> | <p>37.1</p> | <p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. |
| <p>38. Negotiations</p> | <p>38.1</p> | <p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; <p>or</p> <ul style="list-style-type: none"> (g) clarifying details that were not apparent or could not be finalized at the time of Bidding; |
| | <p>38.2</p> | <p>Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.</p> |
| <p>39. Procuring Agency's Right to reject All Bids</p> | <p>39.1</p> | <p>Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without</p> |

| | | |
|---|------|---|
| | | thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds. |
| | 39.2 | Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids. |
| | 39.3 | The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds. |
| 40. Procuring Agency's Right to Vary Quantities at the Time of Award | 40.1 | The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents. |
| 41. Notification of Award | 41.1 | Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. |
| | 41.2 | Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance 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). |
| | 41.3 | The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 . |
| | 41.4 | Upon the successful Bidder's furnishing of the performance security guarantee pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB |

| | | |
|--|------|---|
| | | 18.7. |
| 42. Signing of Contract | 42.1 | 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. |
| | 42.2 | Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract. |
| | 42.3 | Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract. |
| 43. Performance Security (or Guarantee) | 43.1 | After the receipt of the Letter of Acceptance, 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. |
| | 43.2 | <p>If the Performance Security Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p> |

| | | |
|---|------|--|
| | 43.3 | Failure of the successful Bidder to comply with the requirement of ITB 43.1 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. |
| 44. Advance Payment | 44.1 | The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2 . |
| | 44.2 | 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 Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC . |
| 45. Arbitrator | 45.1 | The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC . |
| 46. Corrupt & Fraudulent Practices | 46.1 | Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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

| | | |
|---|------|--|
| 47. Constitution of Grievance Redressal | 47.1 | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement. |
| 48. GRC Procedure | 48.1 | Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline. |



| | | |
|--|------|--|
| | 48.2 | Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report. |
| | 48.3 | In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. |
| | 48.4 | <p>In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> |
| | 48.5 | The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. |
| | 48.6 | Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee. |
| | 48.7 | The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal. |
| | 48.8 | The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. |
| | 48.9 | The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. |

| | | |
|--|-------|---|
| | 48.10 | The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. |
|--|-------|---|

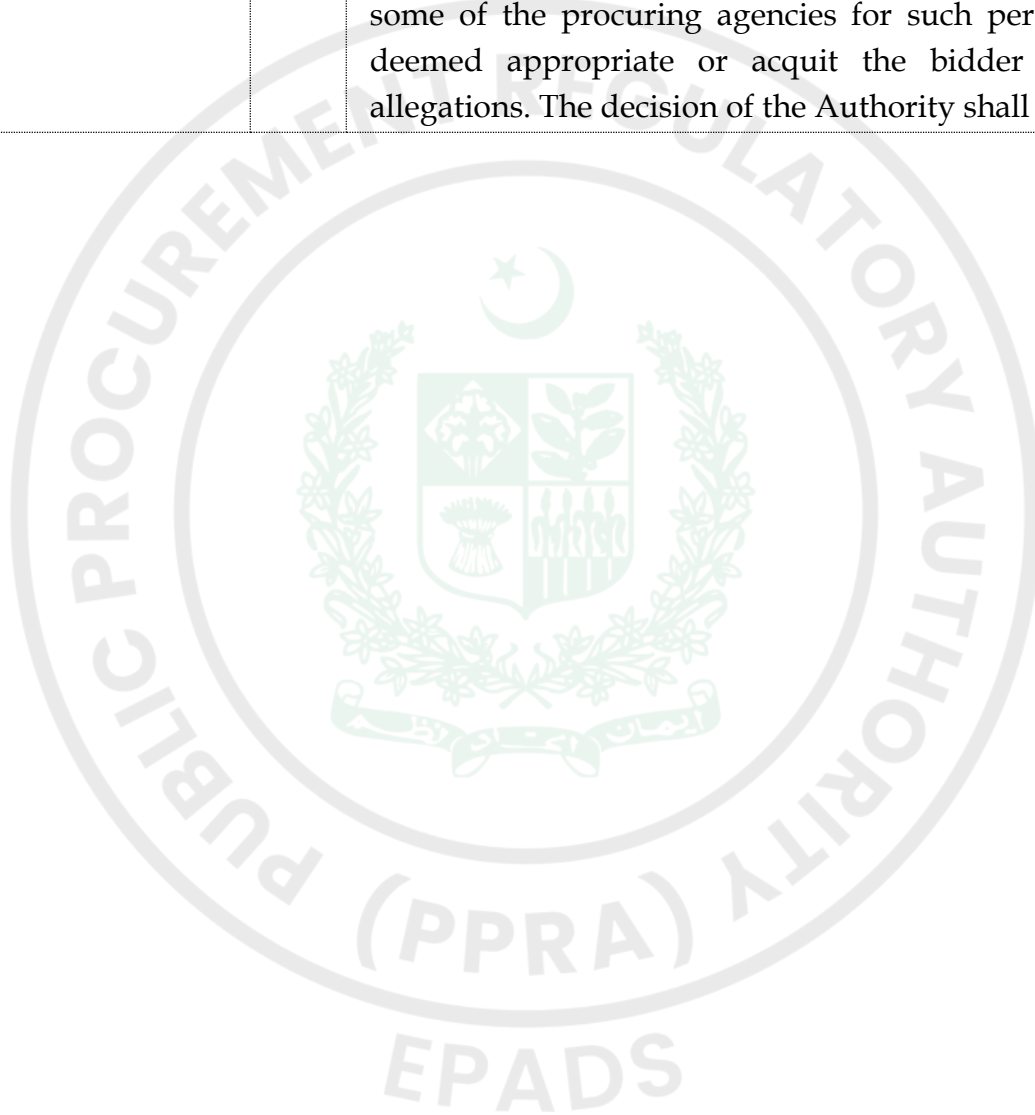


H. MECHANISM OF BLACKLISTING

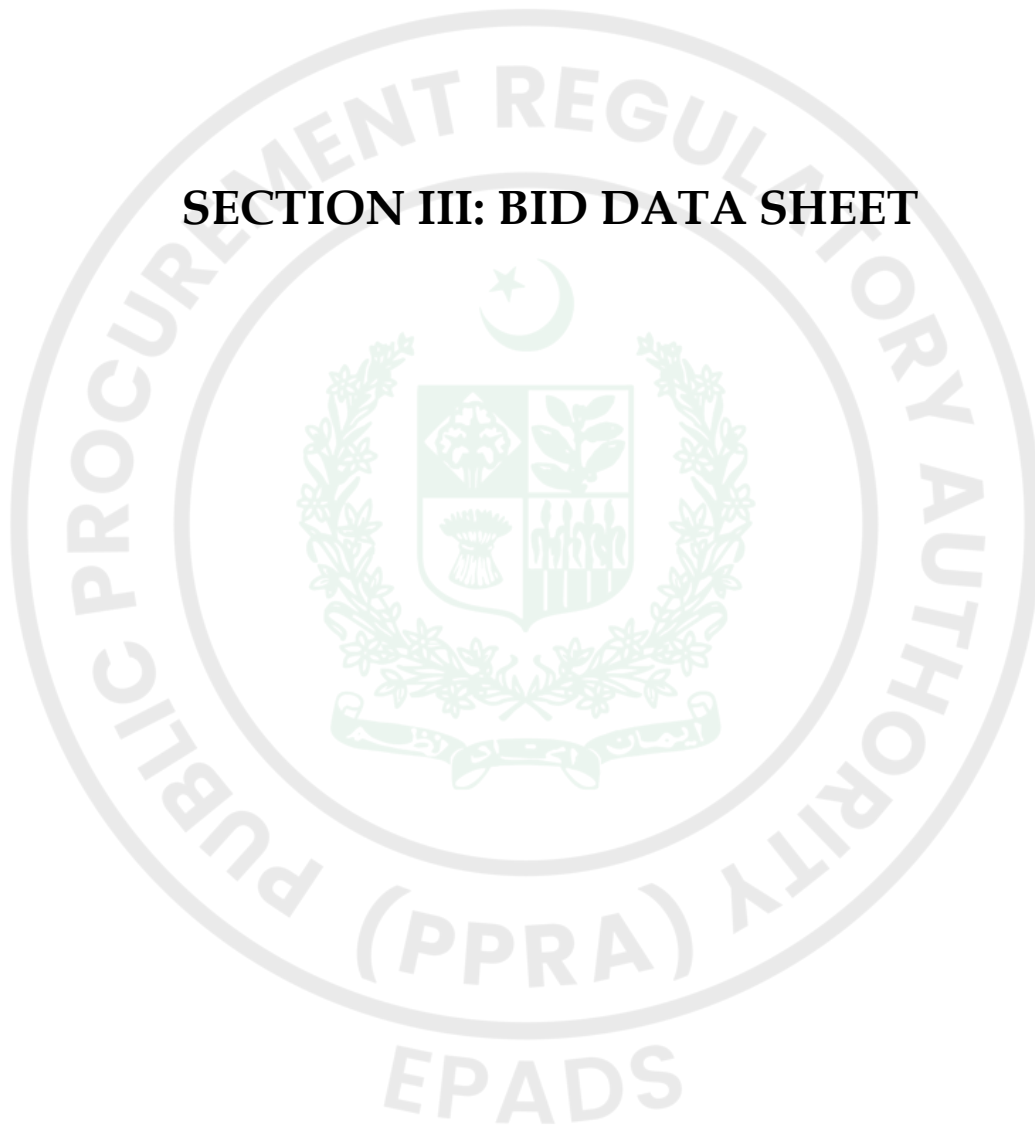
| | | |
|--------------------------------------|------|--|
| 49. Mechanism of Blacklisting | 49.1 | <p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration; |
| | 49.2 | <p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debaring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> |
| | 49.3 | <p>The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> |
| | 49.4 | <p>In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> |
| | 49.5 | <p>In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> |

| | | |
|--|-------|---|
| | 49.6 | The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed |
| | 49.7 | The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. |
| | 49.8 | The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority. |
| | 49.9 | Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency. |
| | 49.10 | The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition |
| | 49.11 | The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the |

| | | |
|--|-------|---|
| | | decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. |
| | 49.12 | The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final. |



SECTION III: BID DATA SHEET



Bid Data Sheet (BDS)

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

| BDS Clause Number | ITB Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
|------------------------|------------|--|
| A. Introduction | | |
| 1. | 1.1 | <p>Name of Procuring Agency: [Directorate General MIS/FABS, Office of the Controller General of Accounts, Islamabad.]</p> <p>The Description (as specified in IFB) of the System is: PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE</p> <p>Period for delivery: [within 04 Weeks to be delivered BY AIR as per delivery schedule]</p> <p>Commencement date for delivery: [w.e.f issuance of the Purchase Order/letter of Acceptance]</p> |
| 2. | 2.1 & 2.2 | <p>Financial year for the operations of the Procuring Agency: [FY 2025-26, FY 2026-27 (continuous activity)]</p> <p>Name of Project PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE</p> <p>Name of financing institution: [Ministry of Finance]</p> <p>Name and identification number of the Contract: [Ref. No: MIS/FABS/Proc/Proc of CISCO FTD DEVICES]</p> |
| 3. | 3.1 | Joint Venture "is not permitted. |
| 4. | 4.6 | Demonstration of authorization by Original equipment manufacturer: [Required separate Authorization letters from Manufacturer/OEM] |

B. Bidding Documents

| | | |
|----|-----|---|
| 5. | 7.2 | The number of documents to be completed and returned is one original and [One copy] |
| 6. | 8.1 | The address for clarification of Bidding Documents is [FABS Directorate, 2nd Floor, AGPR Building, G-8/4, Islamabad.] |
| | 8.5 | <u>Pre-bid meeting will be held : 19.05.2026 (Tuesday) at 11:00 AM</u> <u>Venue: FABS Directorate, 2nd Floor, AGPR Building, G-8/4, Islamabad</u> |

C. Preparation of Bids

| | | |
|-----|----------------------|--|
| 7. | 10.1 | The Language of all correspondences and documents related to the Bid is: [English] |
| 8. | 11.1 (h) | In addition to the documents stated in ITB 11 , the following documents must be included with the Bid [<i>Please refer final checklist of documents at the end of bidding document to be attached with the Technical bid and Financial bid.</i>] |
| 9. | 12.3 (c) | Other procurement specific documentation requirements are. Partner Certificate in Pakistan from original equipment Manufacturer. |
| 10. | 12.4 | Spare parts required for five (05) years of operations. |
| 11. | 13.3 (b) | The qualification criteria required from Bidders in ITB 13.3 (b) is modified as follows: <i>.Please see qualification criteria mentioned in Section V of the bidding document.</i> The Bidder is required to include with its Bid, documentation from the manufacturer of the Information System, that it has been duly authorized to deliver, in Pakistan, the Information System indicated in its Bid. |
| 12. | 15.6 (a) (iii), (iv) | For goods making information Systems manufactured from within Pakistan the price quoted shall be <u>Not</u> |

| | | |
|-----|-----------------------------|--|
| | (optional) | <u>Applicable.</u> |
| 13. | 15.6 (a) (i) & 15.6 (b) (i) | For goods offered from abroad the price quoted shall be: <i>[Duty, Delivered Paid with no additional incidental charges and goods delivery required at AGPR Office, G-8/4, Islamabad]</i> |
| 14. | 15.8 | The price shall be fixed (PKR only). |
| 15. | 16.1 (a) | a) The Bidder may express its Bid price in Pak Rupees or US\$, however the price in other currency would be converted as per selling forex rate for customer Notified by State Bank of Pakistan (Economic Data-Weighted Average Customer Exchange Rates) for bid evaluation. The payment would be made via pre-audit cheque/MPG/EFT of AGPR/ Federal Government through invoice amount in PKR as per applicable law. |
| 16. | 16.2 | For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a PKR specified in the bidding documents. |
| 17. | 17.1 | The Bid Validity period shall be [180 days]. |
| 18. | 18.1 | Submission of Bid Securing Declaration form under Section VI be duly signed and attested by the authorized person and Notary Public. PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE |
| 19. | 18.3 | The Bid Security shall be in the form of Bid Security (Bank Draft, Pay Order, CDR, BG etc. given under Section VI to be duly signed and attested by the authorized person/Banks and Notary Public as per PPRA Rules, 2004. Bid security as per above-mentioned forms to be submitted in hard copy/form before the bid closing time to the designated procurement officer. |
| 20. | 18.3 (c) | Other forms of security are: a) Bid submission form, b) Contract Form, c) Performance Security form, d) Manufacturer Authorization form, e) Non Disclosure Agreement form, f) Integrity Pact form g) Advance payment form/ security format |
| 21. | 19.1 | Alternative Bids to the requirements of the Bidding |

| | | |
|-----|------|--|
| | | Documents “ will not ” be permitted |
| 22. | 21.1 | The number of copies of the Bid to be completed and returned shall be [01 original (pdf file only) on EPADS V 2.0 only]. No hardcopies are required. |
| 23. | 21.2 | Written confirmation of authorization are: <i>[Separate Partner certificate from Original Equipment Manufacturer letters/ electronic confirmation.</i> |

D. Submission of Bids

| | | |
|-----|----------|---|
| 24. | 22.2 (a) | Bids shall be submitted online through E-PADS to: Director (Admn/FABS), FABS Directorate, 2nd Floor, AGPR Building, G-8/4, Islamabad. |
| 25. | 22.2 (b) | Title of the subject Procurement or Project name: PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE RFP title and No: [Ref. No: MIS/FABS/Proc/Proc of CISCO FTD DEVICES] Time and date for submission: [26-05-2026 (Tuesday) , 11:00 A.M] |
| 26. | 23.1 | The deadline for Bid submission is: a) Day : [Tuesday] b) Date: [26.05.2026] c) Time: [11:00 A.M] |

E. Opening and Evaluation of Bids

| | | |
|-----|------|---|
| 27. | 26.1 | The online Bid opening shall take place through EPADS at: Conference Room, FABS Directorate, 2nd Floor, AGPR Building, G-8/4, Islamabad. Day : [Tuesday] Date: [26.05.2026] Time : [11:30 A.M] |
| 28. | 32.2 | The currency that shall be used for Bid evaluation and |

| | | |
|-----|------------------|---|
| | | <p>comparison purposes to convert all Bid prices expressed in various currencies is: [USD or Pak Rupees]</p> <p>The source of exchange rate shall be: [Selling rate notified by the State Bank of Pakistan]</p> |
| 29. | 33.4 (h) | Other specific criteria are see Technical and Financial Bid Evaluation Criteria under Section V of the Bidding document. |
| 30. | 33.5 (a) | Inland transportation from EXW/port of entry/border point to [Office of the Accountant General Pakistan Revenues, G-8/4, Islamabad or any other station in major cities of Pakistan as specified / notified separately by management] . |
| 31. | 33.5 (b) | <p>Delivery schedule: [within 04 Weeks from issuance of the Purchase order as per detailed break of items quantity to be delivered BY AIR in delivery schedule]</p> <p>adjustment expressed as a percentage [0.1% per week of the total price of undelivered portion of hardware.</p> |
| 32. | 33.5 (c) (ii) | Deviation in payment schedule would only be allowed by the express approval of Controller General of Accounts under exceptional circumstances. |
| 33. | 33.5 (d) | <p>Cost of spare parts.</p> <p>Spare and support should be available in the market for minimum of 05 years.</p> |
| 34. | 33.5(e) | Spare parts and after sales service facilities in Pakistan. (Minimum 01 Authorized Centre or any other third party arrangement in Islamabad and all major cities of Pakistan) |
| 35. | 33.5 (f) | Operating and maintenance costs. To be provided in Bid by the bidder separately OR List of critical parts be provided. |

| | | |
|-----------------------------|----------|--|
| | | |
| 36. | 33.5 (g) | Performance and productivity of Information System. To be provided by the Bidder in proposal/through brochures/manual. |
| 37. | 33.5 (h) | Specific additional criteria to be used in the evaluation and their evaluation method Refer to the Technical Specifications as mentioned in section V of bidding document (RFP-59). |
| 38. | 33.6 | In case of award to a single Bidder, the methodology of evaluation to determine the most advantageous bid per the Technical Specifications as mentioned in section V of bidding document (RFP-59) and in accordance with Rules 38(b), Single Responsive Bid for goods under PPRA Rules 2004. |
| 39. | 34.1 | Domestic preference not applicable. |
| 40. | 35 | Evaluation Techniques Quality and Cost Based Selection (QCBS) 1) 50 percent Technical 2) 50 percent Financial |
| F. Award of Contract | | |
| 41. | 40.1 | Percentage for quantity increase or decrease is [15 percent] . |
| 42. | 43.1 | The Performance Guarantee shall be [10 percent of the total Contract Price. |
| 43. | 43.2 | The Performance Guarantee shall be in the form of: Bank Guarantee [form of Performance Security enclosed] |
| 44. | 44.1 | The Advance Payment if essential by the express approval of CGA under exceptional circumstances to be justified by bidder shall be limited to 50 percent of the contract. |
| 45. | 44.2 | Maximum amount of Advance payment shall not be more than 50 percent and will be subject to verified bank guarantee for the amount allowed. The bank guarantee would be valid and remained with CGA for one year after delivery and will only be released after |

| | | |
|-----|------|--|
| | | <p>satisfactory compliance to be verified by DG MIS. The Bank guarantee for advance payment if applied will be a separate security from performance guarantee.</p> <p><i>Note. The final payment would be made 100 percent on delivery and satisfactory results of inspections and submission of operational acceptance testing report by FABS technical resources/Team Lead Network in DG MIS.</i></p> |
| 46. | 45.1 | <p>Arbitrator shall be appointed by mutual consent of the both parties and <u>Courts of Islamabad will have the jurisdiction to proceed the matter in accordance with Arbitration Act 1940.</u></p> |

G. Review of Procurement Decisions

| | | |
|-----|------|--|
| 47. | 48.1 | <p>The address of the Procuring Agency: Director General MIS/FABS, Directorate General MIS, O/o the Controller General of Accounts, Ground Floor, Old Federal Bank for Cooperatives Building, CGA Complex, G-5/2, Islamabad. 051-9219651 Fax: 051-9208896, dgmis@cga.gov.pk www.fabs.gov.pk, www.cga.gov.pk</p> |
| | 48.6 | <p>The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p> |

Section IV. Eligible Countries

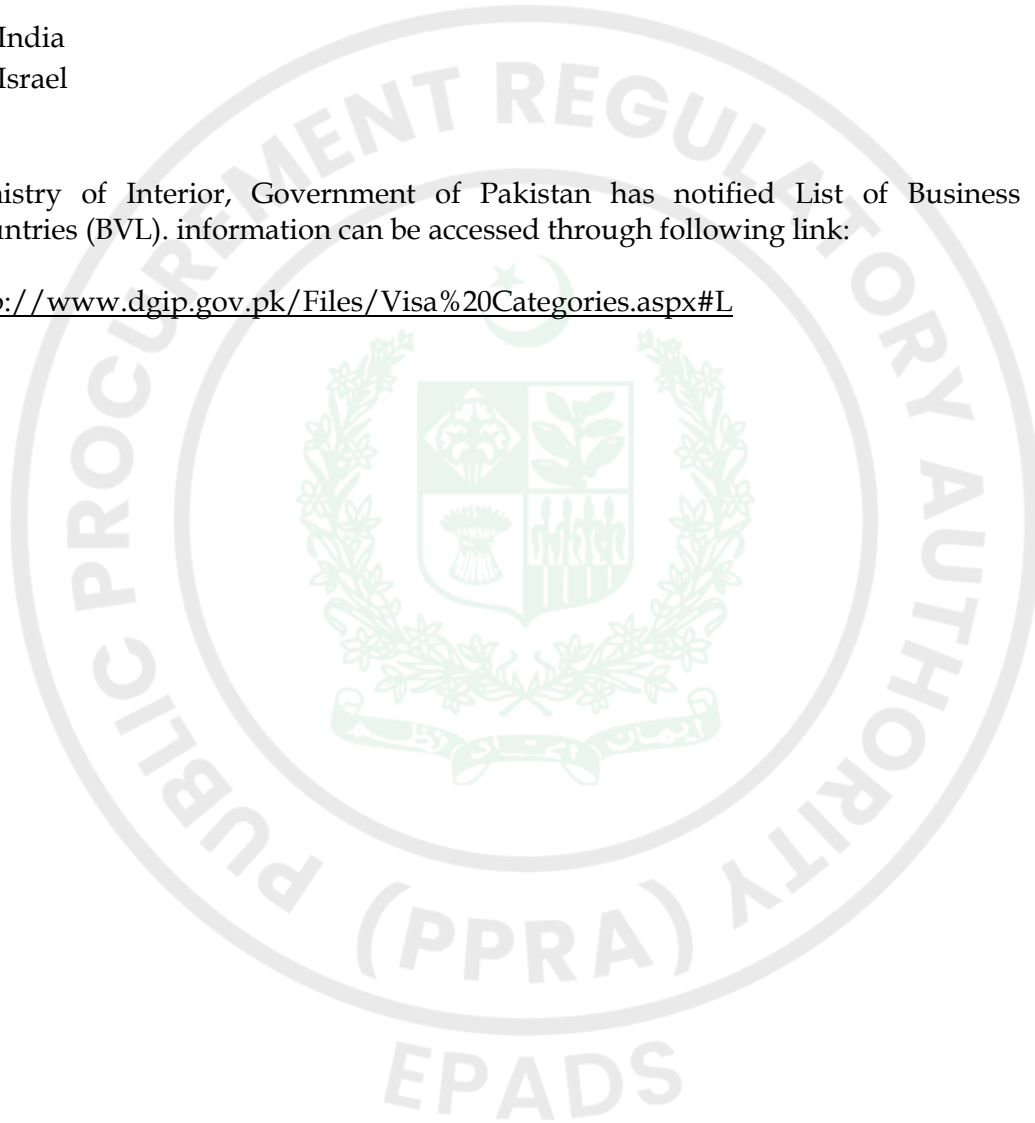
All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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





SECTION V: SCHEDULE OF REQUIREMENTS

A- Technical Specifications

B- Bidders Qualification Criteria

C- Technical Bid Evaluation Criteria

D- Financial Bid Evaluation Criteria

E- Price Schedule

**F- DELIVERY SCHEDULE WITH TRACKING
REPORT**

A-TECHNICAL SPECIFICATIONS

Detailed Technical Specifications:

SSL VPN Solution Specification:

| Sr. No. | Specification: | |
|--------------|---|---------------|
| Product Line | International Brands Only (CISCO or equivalent) | Qty |
| 1 | SSL VPN Solution is required for 5000 perpetual license per device for remote and mobile users from any web-enable device. | 07 Devices |
| 2 | <p><u>Mandatory Features</u></p> <p>SSL + Encapsulating Security Payload Full Layer 3 VPN</p> <p>Validate and verify devices and users via a set of automated policies to protect networks and data.</p> <p>Assess and remediate end user devices prior to authentication.</p> <p>Noncompliant endpoints can be quarantined, denied access.</p> <p>Users can easily launch SSL VPN via their Web browser, or directly from their desktop.</p> <p>Client/server proxy application that tunnels traffic from specific applications to specific destinations.</p> | |
| 3 | <p>Interface 8 x RJ45, 8 x 1/10G SFP+ with SFP (Multimode) Module (module should be installed support minimum 6900 VPN Peers</p> <p>IPSec VPN through put (1024B TCP W/Fast path) 10 Gbps or more</p> <p>Hardware should be Dual power supply (1+1), and standard OS should be installed, Complete Trunkey Solution</p> | |
| 4 | One year on site comprehensive (Free Parts and Labor) Warranty | |

Bidder's Signature and Stamp

B-Bidder's Qualification Criteria

Bidder's Qualification Criteria (Preliminary Bid Evaluation with Weightage/Marks and Mandatory compliance without marks/weightage %age or Marks out of 100):

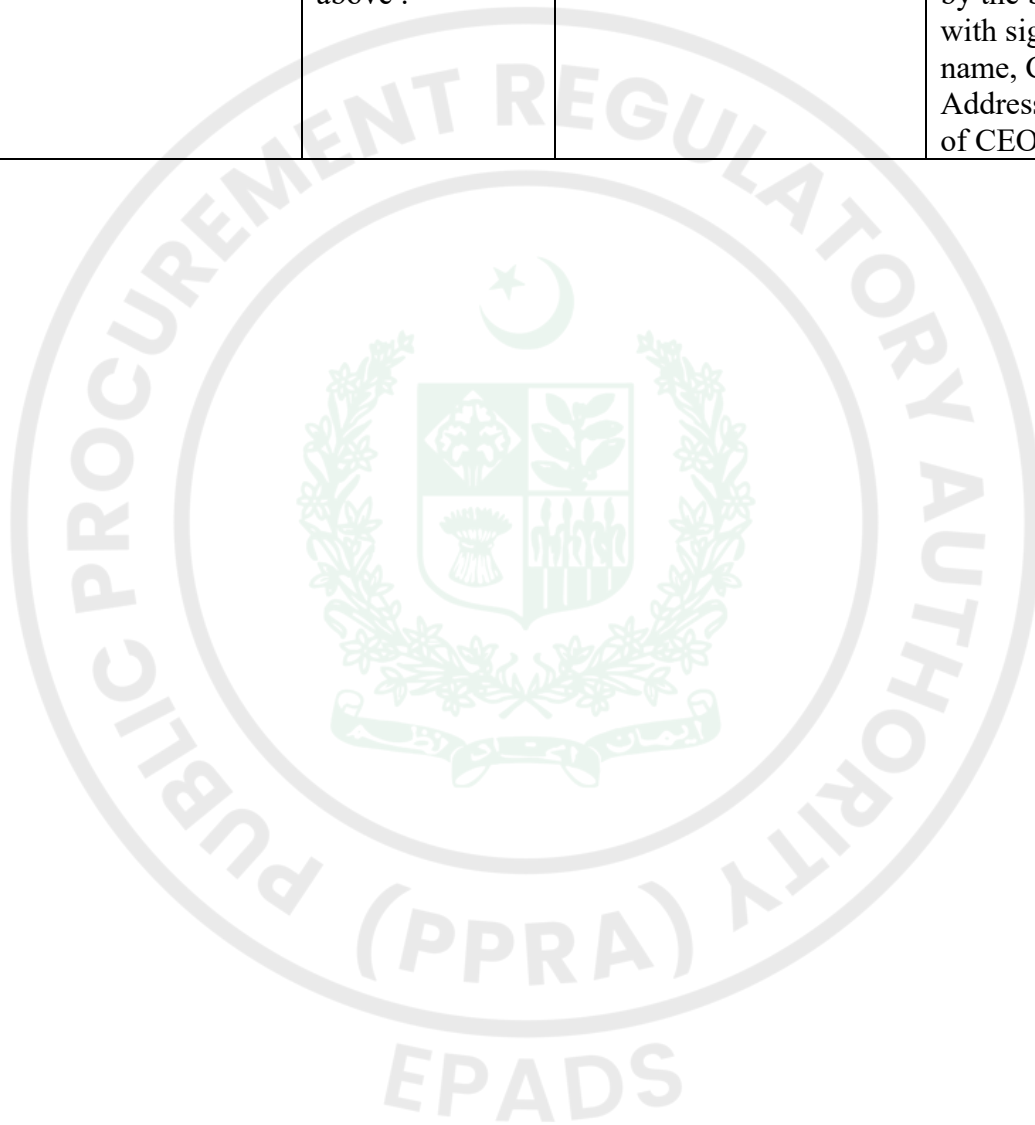
| Sr. No | Description | Basis of Compliance | Responsiveness/ Compliance of bid to bidding document (RFP-59) terms, conditions and evaluation criterias i) Yes ii)No (Marks/ Weightage (%age) or Mandatory) | Compliance required from bidder |
|--------|--|---|---|---|
| 1 | <p>Signed <u>form 1 letter of bid</u> at the top of each bid.</p> <p>(Technical + financial) for complying all bidding terms and conditions as well as compliance of Non-Disclosure agreement.</p> | <p>By accepting bid form is mandatory to comply Integrity, secrecy of bidding process, bid data, secrecy of the bidding personnel identification, system policies, procedures, security of data, disclosure of hardware with its type, commissioning of hardware, forging /falsifying /counterfeiting in submission of technical and financial bids, money laundering, ban on bidder, monopoly, cartelization, hidden JVs/agreements,</p> | <p>Tick mark any one:</p> <p>i) Responsive-Yes</p> <p>ii) Conditional/ Non Responsive/ Rejected Bid-No</p> <p>Mandatory</p> | <p>i) Submission of <u>form 1 letter of bid</u> to be placed at top of technical bid (without price).</p> <p>ii) Submission of <u>form 1 letter of bid</u> in Section VI (A) of bidding document to be placed at top of financial bid (with price).</p> |

| | | | | |
|--|--|--|--|--|
| | | <p>blacklisting, negative litigation affecting the national and international legal status of bidder/firm in performance of bidding or contract and affecting the image of country at national or international level, imposition of sanctions/fine/punishment by any national or internationally recognized/certified forum, any sum of currency, goods, works, services as bribe, commissions, gifts, bonus, donation, charity, gratifications, inducement of any type, whatsoever named/called shall not be occurred/disclosed/ given prior to bidding, during bids evaluation and in post contract award period with a compliance to above shall be strictly adhered by the bidder firms and its serving and</p> | | |
|--|--|--|--|--|

| | | | | |
|---|--|---|------------------|--|
| | | relieving personnels. Non compliance shall be strictly dealt under the rules and regulations of the Islamic Republic of Pakistan. | | |
| 2 | Directly authorized by the Certified partner of Original Equipment Manufacturer /Principal (OEM) in Pakistan OR Wholesale Distributor /Authorized Agent in Pakistan | Mandatory | Mandatory | Valid Manufacturer Authorization/ Partner Certificate as per prescribed format under Section VI (A) from OEM is mandatory at the time of bidding and active status should be maintained during the contract period. |
| 3 | Registration of Principal's partner with SECP/ Registrar of firms under Partnership Act 1932 | Mandatory | Mandatory | i) Certificate of Registration with SECP OR ii) Certificate from Registrar of firms be attached to authenticate proof. |
| 4 | Registration with FBR with active filing of Sales tax and Income tax Return with respective certificates | Mandatory | Mandatory | i) Income tax and Sales Tax Certificates with year of registration with FBR. ii) Certificate/proof (active ATL status) of active filing of income tax and sales tax with income tax and sales tax reports for 03 years from FY 2018-19 to FY 2021-22. (I.T/S.T report for FY 2021-22 is mandatory). |
| 5 | Conduct of Regular | Mandatory | Mandatory | ii) Certified copies |

| | | | | |
|----|---|--|------------------|--|
| | Audit from chartered auditing/ accounting firm for any of 03 years from FY 2022-23, 2023-24 & 2024-25(while furnishing of FY 2024-25 audited statements is mandatory). | | | of any of 03 years financial statements from chartered Audited firm of 03 years from FY 2022-23, 2023-24 & 2024-25(while furnishing of FY 2024-25 audited statements is mandatory). |
| 6 | Hardware Support Service Centres in any of the major cities of Pakistan or third party arrangement in any of the major cities. preferably Rawalpindi /Islamabad. | Mandatory | Mandatory | Brochure, address on letter head be submitted to authenticate proof of principal/firm's H.Q address including sub offices/service centres location/address or lease agreement be attached to authenticate the service centre existence. Our technical expert may physically inspect the office. Lease agreement must be register with the rent controller/registrar of firms in respective provincial/federal territory. |
| 07 | Signing of integrity pact as per PPRA prescribed form. | Compliance to PPRA Rules for all contracts above Rs.10 Million or above. | Mandatory | PPRA prescribed format be provided on legal paper of required denomination or on letter head with signature of CEO/Authorized representative with CNIC No and contact Number, email address, phone, fax number. |

| | | | | |
|----|--|---|------------------|--|
| 08 | Authorization regarding Beneficial ownership information on PPRA prescribed format be given in bidding document. | Mandatory Compliance to PPRA Rules and Regulations, PPRA Ordinance for all contracts of Rs.50 Millions or above . | Mandatory | Beneficial ownership details as per PPRA prescribed format under Forms Section IX in bidding document with Authorization on letter head of the firm will be provided by the bidding firm with signature, name, CNIC, Address, Contact no of CEO. |
|----|--|---|------------------|--|



C-Technical Bid Evaluation Criteria

| Sr. No. | Description | Maximum Assigned Weightage (Marks) | Compliance i)Yes ii)No iii) Partially | Marks/ Weightage Obtained (%age/ marks) with Submission of proof: |
|---------|---|--|--|---|
| 1 | <p>i) Directly authorized by the Certified partner of Original Equipment Manufacturer /Principal (OEM) in Pakistan</p> <p>ii) Agent/Local authorized Distributor of the OEM)</p> | <p><u>10 Marks</u> (Direct authorization by OEM)</p> <p><u>05 Marks</u> (Agent/Local authorized Distributor)</p> <p><u>Maximum 10 Marks</u></p> | | <p>Original Manufacturer Authorization /Partnership letter in Pakistan.</p> <p>OR Authorized Distributor Certificate in Pakistan.</p> |
| 2 | <u>Working relationship with Manufacturer</u> | <p>i) <u>More than 05 Years successfully working relationship Experience with manufacturer</u></p> <p>5 Marks</p> <p>ii) <u>Up to 6-10 Years' Experience</u></p> <p>7 Marks</p> <p>ii) <u>more than 10 Years Experience</u></p> <p>10 Marks</p> <p><u>Maximum 10 Marks</u></p> | | Authentication from OEM may be checked, if required. |
| 3 | <u>Contract value in supplying similar nature of Hardware Implementations/test ing from Year 2020-2025 with minimum 2-3 contracts of each with value US\$30,000/-</u> OR | <p>I) Total contracts value in PKR from 2020-25:</p> <p>i) PKR 51-100 Million or above</p> <p style="text-align: center;">10 Marks</p> <p style="text-align: center;">OR</p> <p>ii) up to PKR 26-50 Million</p> | | Attach copies of contracts/ purchase orders/work orders to authenticate proof of contract execution/ of required monetary value/worth/successful completion report. |

| | | | | |
|---|--|---|--|---|
| | Rs.10 Million or above (supported by purchase orders/contract copy/successful delivery report. | <p style="text-align: center;">7 Marks</p> <p style="text-align: center;">OR</p> <p>iii) PKR 10-25 Millions</p> <p style="text-align: center;">5 Marks</p> <p>Note: Forex contracts be converted in US\$ currency with Avg. 1 US\$= PKR 280 for calculation of projects value while contracts in actual Rupee value will be considered at actual value for evaluation.</p> <p><u>Maximum 10 Marks</u></p> | | |
| 5 | <u>Inventory/Spares store/service centre/warehouse/ Depot</u> in any major cities of Pakistan (Lahore/ Islamabad/ Rawalpindi) for timely spares replacement. | <p><u>i) Own warehouse/ spare parts:</u> 10 Marks</p> <p><u>ii) Third party Service centres arrangement (at least one in any of the cities preferably Islamabad/Rawalpindi):</u> (05 Marks)</p> <p><u>Maximum 10 Marks</u></p> | | Attach copy of brochure/registration with tax authorities/ ownership/ details to authenticate existence of warehouse/ service centre. |
| 6 | Number of successful Hardware supply orders/ testing/ implementation | <p><u>i) No . of Hardware supply/configuration/ testing/Implementations</u> 20 Marks</p> <p>02 Marks for each Hardware order supply/testing Implementation</p> <p><u>Maximum 20 Marks</u></p> | | Attach copies of contracts/ purchase orders/work orders to authenticate proof of each implementation alongwith letter from clients for successful implementation. |

| | | | |
|----|--|--|---|
| 08 | <u>Hardware/ Software/Solution/ Warranty / Backup Support</u> | <p>01 year additional Warranty/Support – 05 Marks</p> <p>Additional 02 years-03 Years Warranty/Support – 07 Marks</p> <p>Additional 04 years to 05 Years Warranty or above /Support – 10 Marks</p> <p>Maximum 10 Marks</p> | <p>Certificate on company letter head. Authentication by OEM may be checked for extended warranty payment/ authorization for faulty parts replacement during extended warranty period.</p> |
| 9 | <p><u>(Total Turnover of Company in last 03 years and Technical Specifications/ Features/ characteristics features Compliance Marks):</u></p> <p><u>02 marks for each project amounting to Rs Ten Million and above.</u></p> <p><u>1) Number of Certified Technical Human Resources/Trainers</u></p> | <p><u>I-Turnover (Maximum 10 Marks):</u></p> <p>a) Turnover up to Rs.31-50 Million/year (10 Marks)</p> <p>b) Turnover 15-30 Million/year or above (06 Marks)</p> <p>c) Turnover 10 Million/year or above (02 Marks each)</p> <p><u>II-Technical Specifications Compliance Marks (Maximum 20 Marks):</u></p> <p>a) 1st Highest Technical Specifications compliance Marks (20 Marks)</p> <p>b) 2nd Highest Technical Specifications compliance Marks (15 Marks)</p> <p>c) 3rd Highest Technical or below Specifications compliance Marks (10 Marks)</p> | <p>Turn over audited financial statement and Technical Specifications features/ characteristics Compliance brochures be submitted as proof.</p> <p>Copies of certification from internationally recognized body/ organization in the name of certified human resource be submitted with authorization by certified resource that he/she is permanent resource of vendor/contractor/ bidder firm (Office card/copy of certification with experience letter /certified payroll from bank be submitted to authenticate proof.)</p> |

| | | | | |
|--|----------------------|---|--|--|
| | | <p>2) <u>Credit of Certified Human Resources:</u></p> <p>i) 05 marks for each relevant certified Human Resources and providing Training by company's/bidder's.</p> <p><u>Maximum 30 Marks</u></p> | | |
| | Maximum Marks | 100 marks | | |

Signature of the bidder

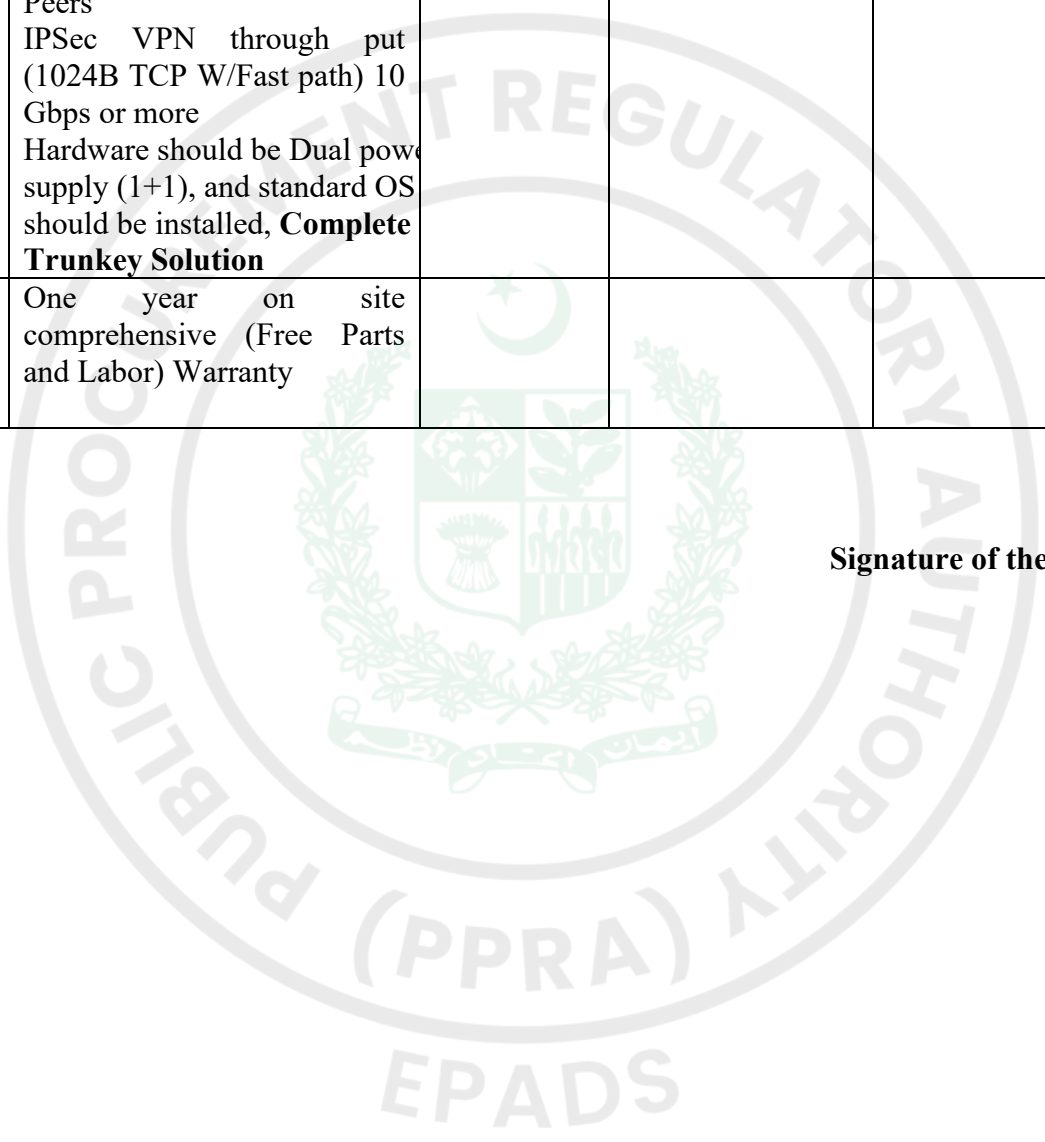
D- Financial Bid Evaluation Criteria

Financial Bid Evaluation Criteria (Weightage/Marks shall be assigned as given with respective procurement method at the end of evaluation sheets):

| Sr. No. | Description | BASIS of Weightage (100 Marks) | Maximum assigned Weightage (%age)/Marks | Compliance by bidder: i-Yes ii-No | Obtained weightage (%age)/ Marks |
|---|--|---|---|---|----------------------------------|
| <u>SSL VPN Solution Specification</u> <u>International Brands Only (CISCO or equivalent)</u> | | | | | |
| 1 | SSL VPN Solution is required for 5000 perpetual license per device for remote and mobile users from any web-enable device. 07 Qty | Lowest bid price among bidders/ concerned bidder price *100 | Weightage as per procurement method (QCBS). (% weightage/Marks on the basis of above formula) | | |
| 2 | <p><u>Mandatory Features</u></p> <p>SSL + Encapsulating Security Payload Full Layer 3 VPN</p> <p>Validate and verify devices and users via a set of automated policies to protect networks and data.</p> <p>Assess and remediate end user devices prior to authentication. Noncompliant endpoints can be quarantined, denied access.</p> <p>Users can easily launch SSL VPN via their Web browser, or directly from their desktop.</p> <p>Client/server proxy</p> | | | | |

| | | | | | |
|---|---|--|--|--|--|
| | application that tunnels traffic from specific applications to specific destinations. | | | | |
| 3 | Interface 8 x RJ45, 8 x 1/10G SFP+ with SFP (Multimode) Module (module should be installed support minimum 6900 VPN Peers IPSec VPN through put (1024B TCP W/Fast path) 10 Gbps or more Hardware should be Dual power supply (1+1), and standard OS should be installed, Complete Trunkey Solution | | | | |
| 4 | One year on site comprehensive (Free Parts and Labor) Warranty | | | | |

Signature of the bidder



D-BID EVALUATION UNDER PROCUREMENT METHOD WITH WEIGHTAGES FOR CONTRACT AWARD

Overall/Consolidated highest sum of Technical Weightage (50 Marks out of 100 Marks) and Financial Weightage (50%) will be considered as the most advantageous bid for contract award while technical and financial weightages are given with method of selection to gauge/measure the competitiveness of the bidders, and their technical and financial capacity to perform the contract in a compliance of their bids as per PPRA Rules, 2004 (as amended from time to time by PPRA), Regulations 2010 (as amended from time to time by PPRA) and operational requirements of the Procuring agency. The selection method of the Procurement with weightage is given below:

- 1) **Quality and Cost Based Selection (QCBS)**– Total weightage 100%
(Technical Weightage -50% + Financial Weightage-50%)

Final Contract award basis for most advantageous bid

| | |
|-------------|---|
| Bidder Name | Procurement Method with total weightage |
| | QCBS-100% i.e T=50% of Technical Marks +F=50% through Standard Formula= Grand total weightage A (QCBS) = The Most Advantageous Bid |
| M/s ABC | T= 50% F= 50 % QCBS =50% of Technical Marks + 50% weightage as per standard formula) (A) |
| Total | (QCBS Weightage)= The Most Advantageous Bid |

Re-bidding may be exercised after approval by the Head of Department/PAO. The lowest price bidder will be given 50% financial weightage in financial bid as per standard formula.

Final Contract Award Basis

| Bidder Name | Most Advantageous bid (A) | |
|-------------|---------------------------|---------------|
| | QCBS | Obtained %age |
| ABC | 90 | |
| DEF | 87 | |

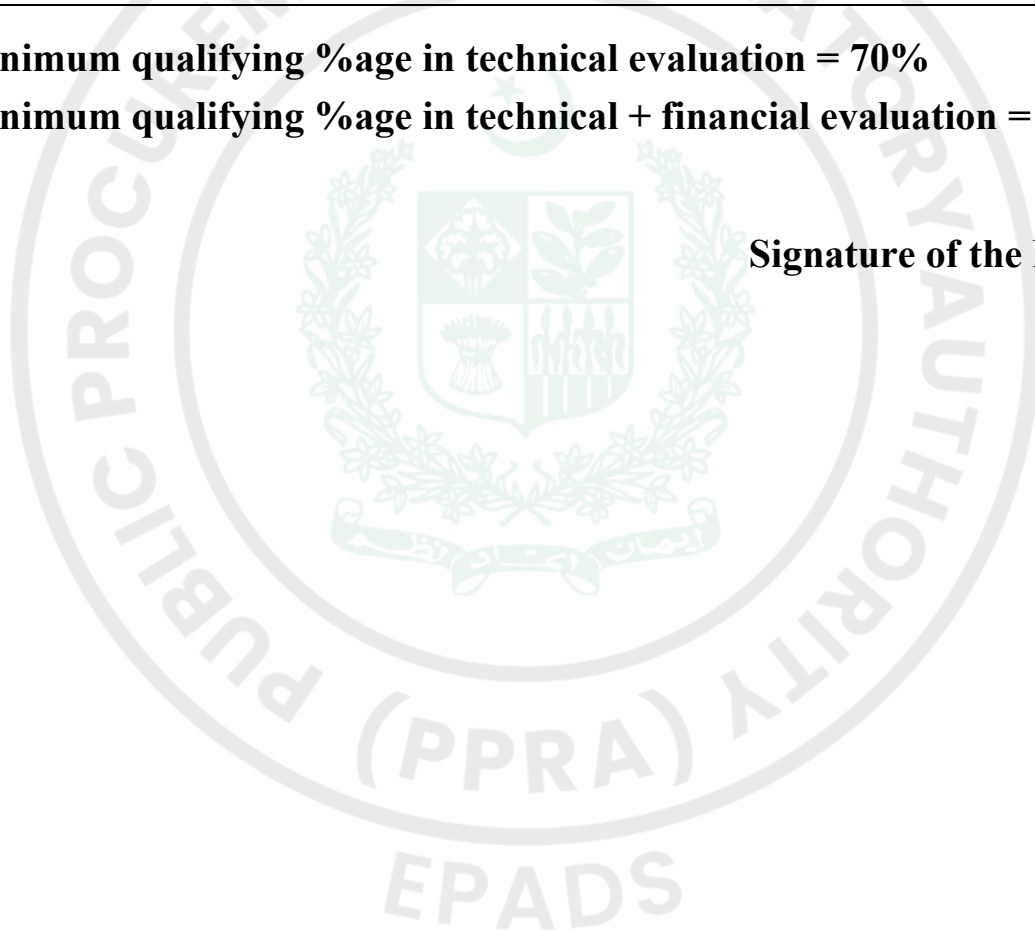
| | |
|--|--|
| Total %age obtained out of 100%age in QCBS method. | After clubbing/consolidating the %age/marks in respective procurement method, the highest consolidated total of technical and financial weightages/ percentages shall be declared as the most advantageous bidder/bid in the open competitive bidding under RFP-59. |
|--|--|

The highest consolidated total of most advantageous bid (sum of %age of Technical and Financial weightages under selection/evaluation methods (i.e A) shall be awarded contract, if the first bidder fails to perform or furnish performance guarantee within prescribed timeline of 14 days, the next advantageous bidder shall be given preference for contract award or re-bidding option may be exercised under PPRA Rule 34 on the recommendations of Financial Bid Evaluation Committee.

Minimum qualifying %age in technical evaluation = 70%

Minimum qualifying %age in technical + financial evaluation = 70%

Signature of the Bidder



E-Price Schedule (RFP-59)

| Sr. No | Items Description | Total Qty | Make /Model/ Origin | Unit Price (DDP) with all taxes & duties etc | Total Price (DDP) with all taxes & duties etc |
|----------|---|-----------|---------------------|--|---|
| 1 | <p style="text-align: center;">PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE</p> <p><u>As per Technical specifications in section V of the bidding document.</u></p> | 07 Qty | | | |
| | Warranty | | | | |
| D | GRAND TOTAL | | | | PKR..... |
| | Bid Securing declaration submitted = (Yes/No) | | | | PKR..... |
| | Bid Validity 180 days= (Yes/No) | | | | |

Note: Contract Award to the most advantageous bidder .

Kindly include the applicable portion of the taxes on goods and services while quoting bid price keeping in view the prevailing FBR Policy on taxes duties etc.

Signature of the bidder

F-Delivery Schedule (RFP-59)

| S r. | Items Description | Total Qty | # Delivery Time period (all lots) | Delivery Location/Office |
|---------|---|---|---|--|
| 1 | <p style="text-align: center;">PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE</p> <p><u>As per Technical specifications in section V of the bidding document.</u></p> | <p>07 Qty</p> <p><u>As per Technical specifications in section V of the bidding document.</u></p> | <p>Within 04 weeks of issuance date of purchase order/Letter of Acceptance. TO BE DELIVERED BY AIR</p> | <p>Mr. Qaiser Nadeem, Team Lead Networks.</p> <p>2nd Floor, Office of the AGPR, G-8/4, Islamabad.</p> <p>051-9107240</p> <p>qaiser@cga.gov.pk</p> |

#Note: Goods delivery time period with 04 weeks includes all days (work and off work days i.e including public and other holidays).

The **contractor will provide bi-weekly Report through nominating a focal person** of contact with manufacturer and related departments with respect to the placing of order, manufacturing, loading and departure of consignment from shipment tracking, landing on sea port/airport, custom clearance, and departure from Karachi to Islamabad under intimation to purchaser/MIS,FABS CGA from time to time. Contractor will also share list of critical inventory spares, source, origin, make, model, year of manufacturing of all items under supply.

A separate warranty certificate will also be provided by the contractor on its letter head along with standard manuals, warranty certificate and other supplementary material related to the consignment.

Signature of the bidder

F-Hardware Delivery Tracking Report to Procuring Agency
(Weekly report by Contractor) separately as per quantity in detailed
Delivery Schedule

| Sr. No | Delivery Timeline (after contract award) | QTY | Intimation Date | Present status of the Consignment |
|--------|--|-----|-----------------|-----------------------------------|
| 01 | Week-1 | | | |
| 02 | Week-2 | | | |
| 03 | Week-3 | | | |
| 04 | Week-4 | | | |

| Sr. No | Description | Date |
|--------|---|------|
| 01 | Placing order by Contractor | |
| 02 | Order confirmation by Manufacturer | |
| 03 | Consignment Ready for Shipment | |
| 04 | Consignment Shipped from manufacturer site | |
| 05 | Consignment Shipped to Karachi port | |
| 06 | Consignment reached at Pakistan for Custom, Excise duties etc clearance | |
| 07 | Reached at Final Destination of Installation | |

Contact for Tender/Procurement/Bidding related Queries:

FABS website www.fabs.gov.pk

Mr. Arshad Nawaz

Accounts Officer (Admn/Proc & Contract Management)
Directorate General MIS, Office of CGA, G-5/2, Islamabad.
Ph No. 051-9208808, arshad.nawaz@cga.gov.pk

Mr. Nasir Ali Khan,

Assistant Accounts Officer (Proc & Contract Management)
Directorate General MIS, Office of CGA, G-5/2, Islamabad.
Ph No. 051-9107246, nasirali@cga.gov.pk

ii) Contact Technical Person for Technical Queries, Delivery and OAT at Islamabad:

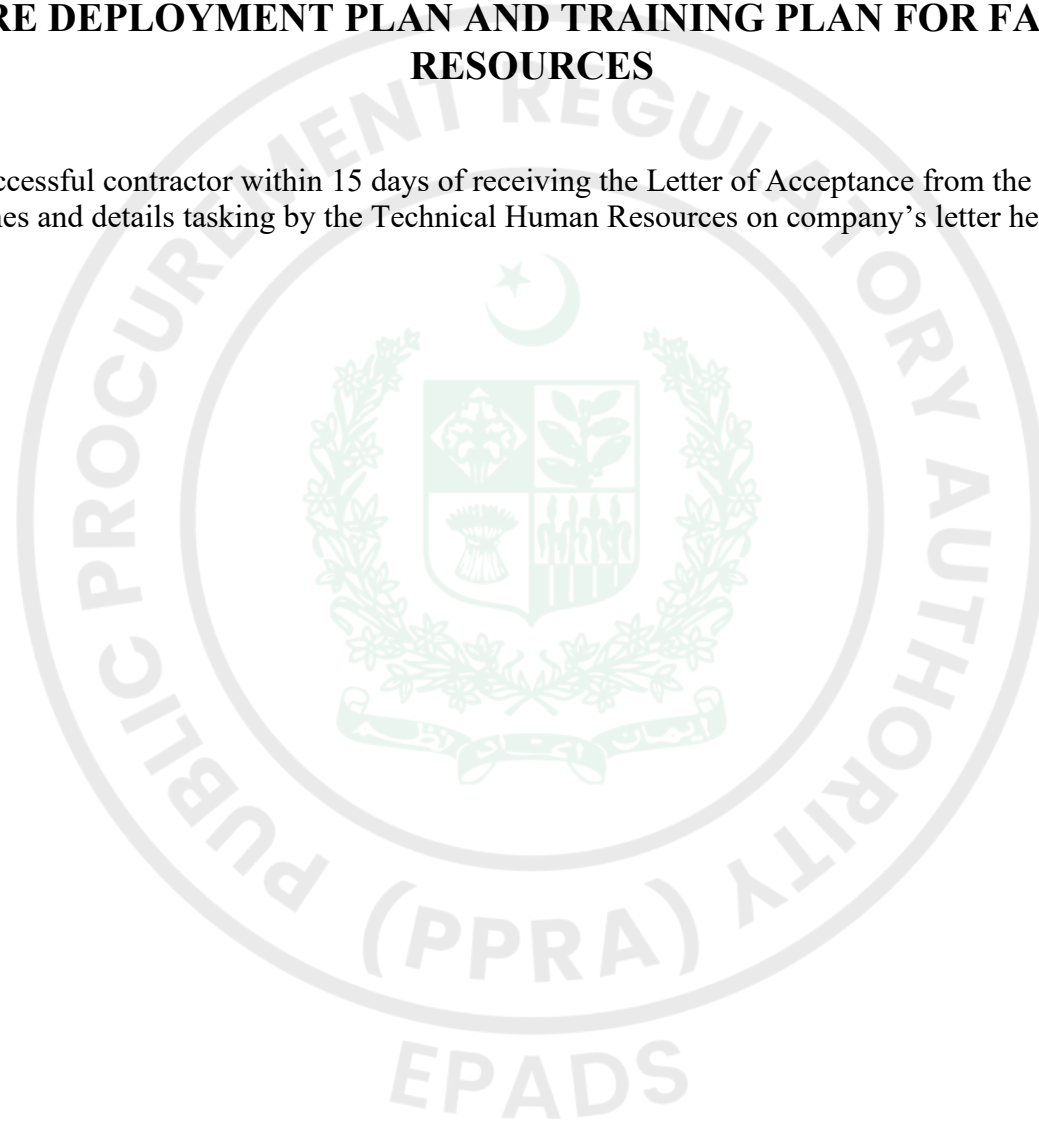
A) FOR HARDWARE DELIVERY AND INSTALLATION/OAT:

Mr. Qaiser Nadeem

Team Lead Networks, FABS,
Office of the AGPR, 2nd Floor, G-8/4, Islamabad.
Ph No. 051-9107240
Email: qaiser@cga.gov.pk

F-HARDWARE DEPLOYMENT PLAN AND TRAINING PLAN FOR FABS NETWORK RESOURCES

To be provided by the Successful contractor within 15 days of receiving the Letter of Acceptance from the Purchase and returning it to the purchaser with timelines and details tasking by the Technical Human Resources on company's letter head .





SECTION VI: STANDARD FORMS

A. STANDARD FORMS FOR

Form 1 Letter of Bid

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed the document)

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of bidding process]*

Request for Bid No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of]*;
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **
[insert complete name of person duly authorized to sign the Bid]

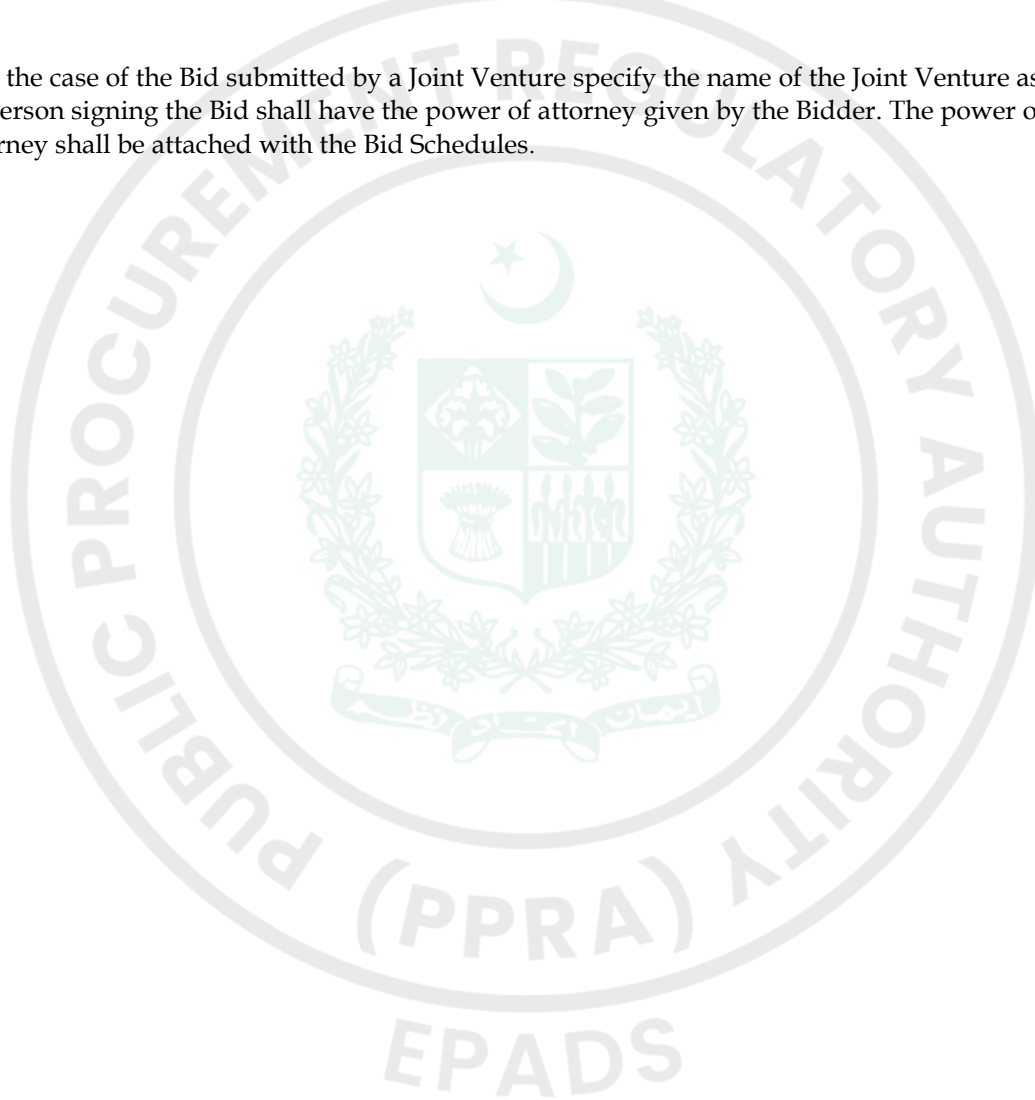
Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of bid submission]

No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

| |
|--|
| 1. Bidder's Name [insert Bidder's legal name] |
| 2. In case of JV, legal name of each member : [insert legal name of each member in JV] |
| 3. Bidder's actual or intended country of registration: [insert actual or intended country of registration] |
| 4. Bidder's year of registration: [insert Bidder's year of registration] |
| 5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] |
| 6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address] |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i> |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i> |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i> |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i> |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i> |
| 6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i> |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Supplies delivered (*insert period*) years, in the internationally traded currency specified in the Bid Data Sheet/Bidder's Qualification Criteria/Technical Bid Evaluation Criteria: *[insert]*

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last (*insert period*) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of PA and contact person | Type of Supplies provided and year of completion | Value of Contract |
|--------------------------|-------------------------------|--|-------------------|
| (a) | | | |
| (b) | | | |

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|------------------------------------|--|---|
| (a) | | | |
| (b) | | | |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|----------|------|-------------------------------|--|
| (a) | | | |
| (b) | | | |

1.6 Proposed sub-contracts and firms involved. Refer to GCC 18.

| Sections of the Services | Value of Sub-contract | Sub-contractor (name and address) | Experience in providing similar Services |
|--------------------------|-----------------------|-----------------------------------|--|
| (a) | | | |
| (b) | | | |

1.7 Financial reports for the last (*three 03*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

| Other party(ies) | Cause of dispute | Details of | Amount |
|------------------|------------------|------------|--------|
| | | | |

| | | litigation award | involved |
|-----|--|------------------|----------|
| (a) | | | |
| (b) | | | |

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete statement which does not apply]

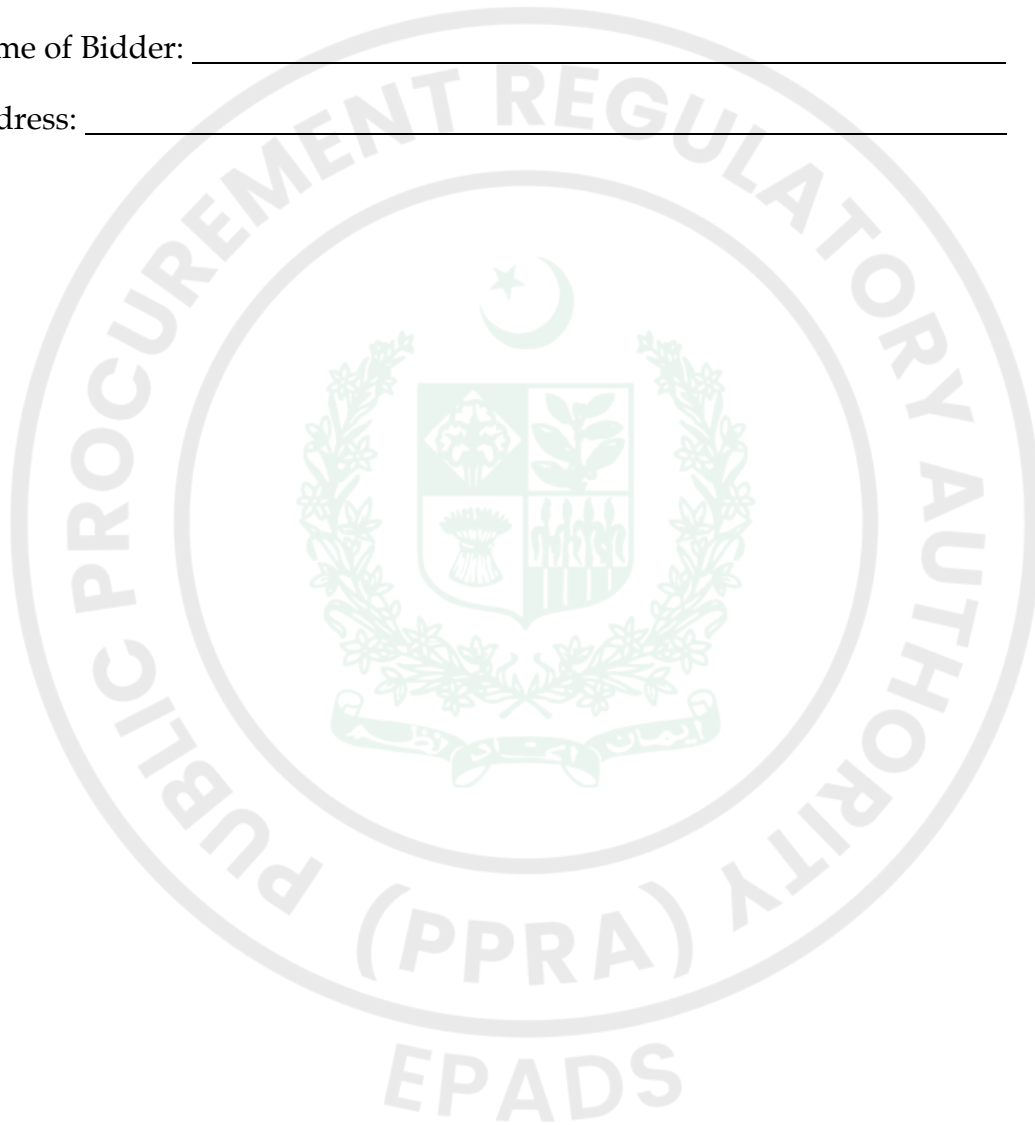
- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Form FIN
Financial Situation and Performance

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

OR

Financial Statements be submitted in support by the respective bidder.

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

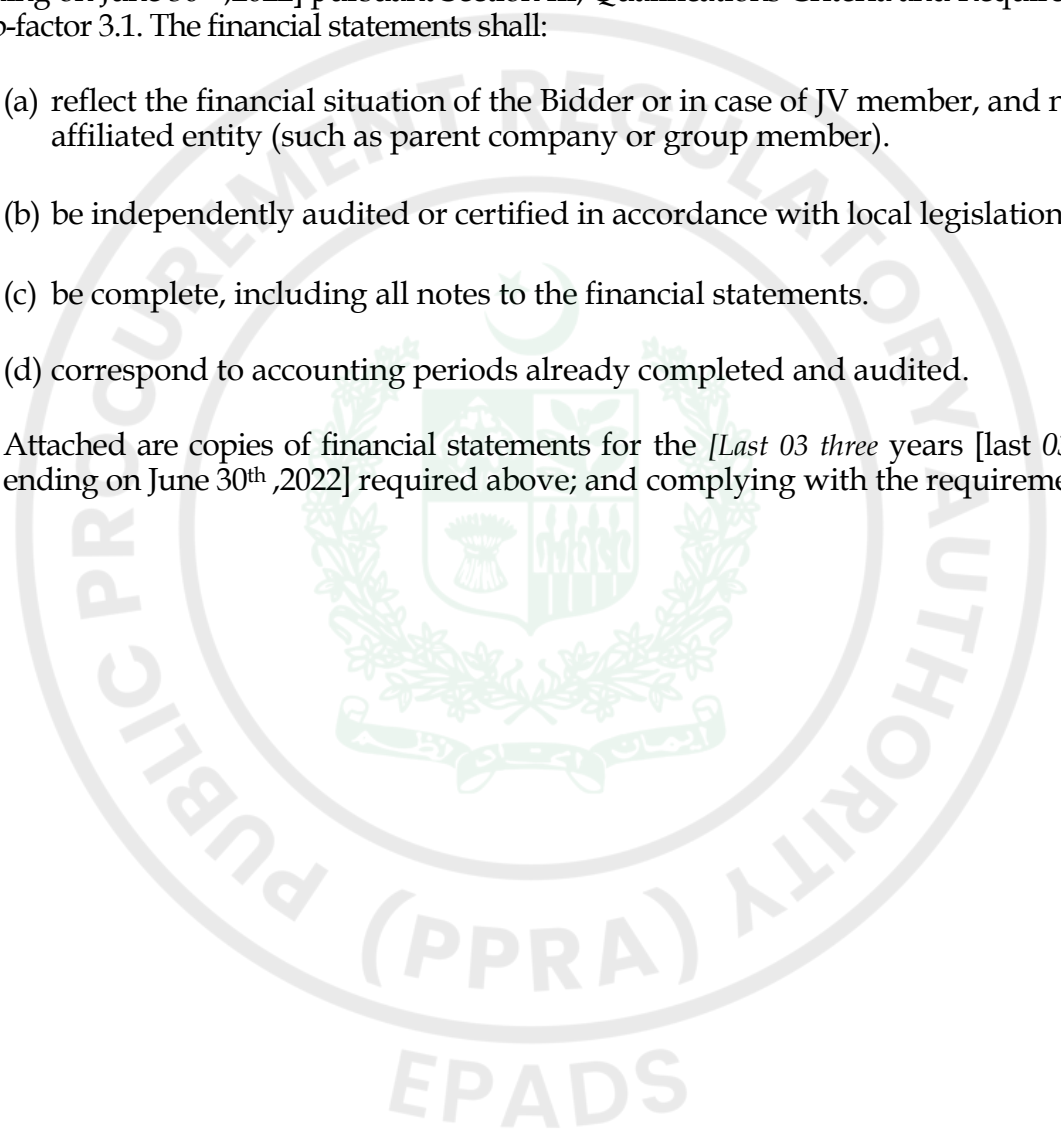
| Type of Financial information in (currency) | Historic information for previous <i>_[last 03] years, [Three Years Audited Financial Statements required] (amount in currency, currency, exchange rate,)</i> | | | | |
|--|--|--------|--------|--|--|
| | Year 1 | Year 2 | Year 3 | | |
| Statement of Financial 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 | | | | | |
|-------------------------------------|--|--|--|--|--|

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for [last 03 years ending on June 30th,2022] pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder 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 for the [Last 03 three years [last 03 years ending on June 30th,2022] required above; and complying with the requirements.



Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. In information systems procurement, the Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to the physical delivery of technology]

Preamble:

Procuring agency should highlight any special requirements of the Information System and Contract in a Preamble to the Price Schedules. The following is an example of one such preamble;

1. The Price Schedules are divided into separate Schedules as follows:
 - i. Supply and Installation Cost Sub-Table(s)
 - ii. *[insert: **any other Schedules as appropriate**]*
2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Bidders shall have read the Technical Requirements and other sections of these Bidding Documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the Contract.
5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB Clauses 15. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these Bidding Documents.
6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than two foreign currencies may be used. The price of an item should be unique regardless of installation site.

Manufacturer's Authorization /OEM Partner Certificate

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

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

No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Therapeutic Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s).

| | | |
|----|---------------------------------------|--------------------------------------|
| 1. | Name of firm | |
| 2. | Head office address | |
| 3. | Telephone | Contact |
| 4. | Fax | Telex |
| 5. | Place of incorporation / registration | Year of incorporation / registration |

| Nationality of beneficial owners along with shares percentage | | | |
|--|-------------|------------------|--|
| Name | Nationality | Share Percentage | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| To be completed by all owners of partnerships or individually owned firms. | | | |

Details of Contracts of Similar Nature and Complexity

| |
|--|
| Name of Bidder or partner of a Joint Venture |
|--|

Use a separate sheet for each contract.

| | | |
|-----|---|--|
| 1. | Number of contract | |
| | Name of contract | |
| | Country | |
| 2. | Name of Procuring Agency | |
| 3. | Procuring Agency address | |
| 4. | Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued | |
| 5. | Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture | |
| 6. | Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency | |
| 7. | Equivalent amount PKR Total contract: ____; Subcontract: ____; Partner share: ____; | |
| 8. | Date of award/completion | |
| 9. | Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation). | |
| 10. | Contract was completed PKR ____ equivalent under/over original contract amount (if over, provide explanation). | |
| 11. | Special contractual/technical requirements. | |
| 12. | Indicate the approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System. | |

**Form of Bid Security to be submitted by company's authorized representative
with form of bid attested by Notary Public**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Procuring Agency to insert its name and address]*

No.: *[Procuring Agency to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the

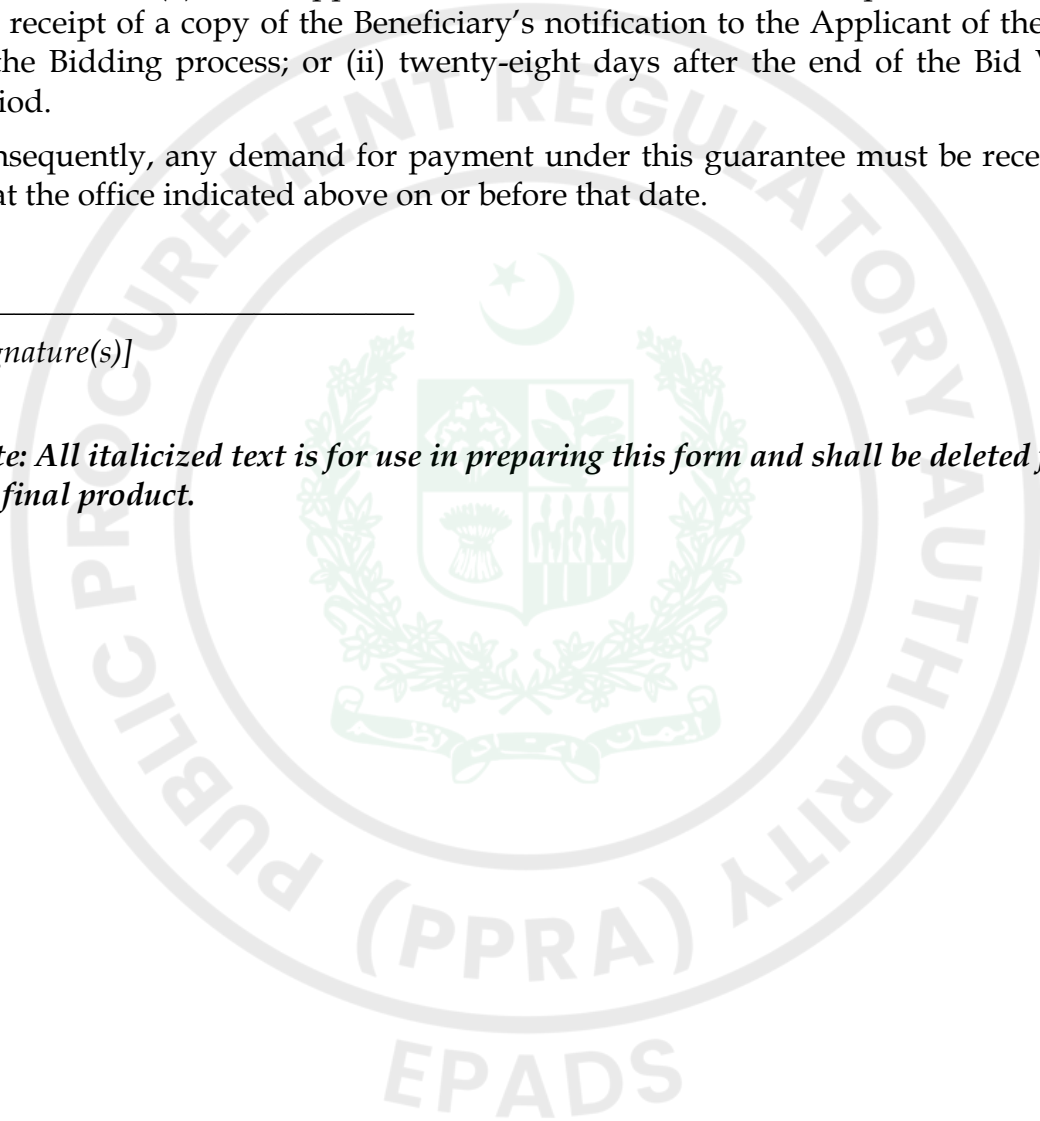
performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.



Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Non Disclosure Agreement (NDA)- Form (to be filled and signed by the bidder)

(CONFIDENTIALITY AGREEMENT)

This Vendor/Supplier Confidentiality Agreement (“Agreement”) is made and entered into on this day of _____, 2023 by and between, M/s _____ the principal address of which is **Office # _____**, (“Recipient”) and Directorate General MIS with its Directorate office situated at CGA office Islamabad (“DIRECTORATE GENERAL MIS”).

Both the Recipient and the **DIRECTORATE GENERAL MIS/FABS** may hereinafter be collectively referred to as “Parties” and individually as “Party”.

WHEREAS the Recipient and **DIRECTORATE GENERAL MIS/FABS** are parties to a Vendor/Service Agreement dated _____.

WHEREAS FURTHER it is the intention of the parties to adopt measures for protection against unauthorized disclosure and/or use of the Confidential Information (defined below):

1. For the purposes of this Agreement, “Confidential Information” shall mean any information disclosed by **DIRECTORATE GENERAL MIS/FABS**, whether in writing, orally, visually or otherwise, including but not limited to business plans, financial, sales, marketing and operational information, technical data, trade secrets, know-how, ideas and concepts of **DIRECTORATE GENERAL MIS/FABS** or third parties. Confidential Information excludes, however, information which: (i) is or becomes known or available to Recipient without restriction from a source other than **DIRECTORATE GENERAL MIS/FABS** with a legal right to disclose the same to Recipient; (ii) is, or without violating the terms of this Agreement becomes, generally available to the public; or (iii) is developed by Recipient independently of the information disclosed hereunder.
2. With respect to all Confidential Information disclosed hereunder, Recipient agrees that from and after the date of this Agreement, Recipient shall not:
 - a. use the Confidential Information except for purposes of its business relationship with **DIRECTORATE GENERAL MIS/FABS** (the “Authorized Purpose”), or
 - b. disclose the Confidential Information to any third party except: (i) for directors, officers, managers, employees, consultants, contractors and professional advisors of Recipient, (collectively its “Representatives”), if any, who need to know the Confidential Information for the Authorized Purpose and who are subject to an existing obligation to, or enter into an agreement with, Recipient not to disclose Confidential Information; and (ii) as may be authorized in writing in advance by an officer of **DIRECTORATE GENERAL MIS/FABS**.
3. Recipient shall require its Representatives, if any, who receive any Confidential Information to comply with the terms and conditions of this Agreement and Recipient shall be responsible for their compliance herewith. Recipient shall use at least the same

degree of care to protect the confidentiality and ensure the proper use of the Confidential Information as Recipient uses with respect to its information of a similar kind or nature, but in no event less than reasonable care.

4. **DIRECTORATE GENERAL MIS/FABS** grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of **DIRECTORATE GENERAL MIS/FABS**.
5. No contract or agreement providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Agreement.
6. Any provision to the contrary notwithstanding, Recipient's obligations under this Agreement, are subject to any disclosure requirement of law, regulation or legal process, but only to the extent of such requirement. Recipient shall promptly notify **DIRECTORATE GENERAL MIS/FABS** of any such requirement, cooperate fully with **DIRECTORATE GENERAL MIS/FABS**'s requests to prevent or minimize the effect of such disclosure, and make all reasonable efforts to have such disclosures placed under a protective order or otherwise obtain confidential treatment of the Confidential Information.
7. **THE CONFIDENTIAL INFORMATION IS DISCLOSED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, OR INDUCEMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF COMPLETENESS, ACCURACY, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR PURPOSE.**
8. Upon **DIRECTORATE GENERAL MIS/FABS**'s written request, Recipient shall promptly:
 - (i) deliver to **DIRECTORATE GENERAL MIS/FABS** and cease to use all Confidential Information in Recipient's (including its Representatives') possession, custody or control; or (ii) destroy the same and delete all electronic records containing the Confidential Information, provided that **DIRECTORATE GENERAL MIS/FABS** may require Recipient to certify in writing such destruction and deletion.
9. Recipient agrees that money damages would not be a sufficient remedy for breach of this Agreement and that, in addition to all other remedies, **DIRECTORATE GENERAL MIS/FABS** shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.
10. This Agreement sets forth the complete and exclusive statement of the parties' agreement with respect to the subject matter hereof. This Agreement may not be waived or modified except pursuant to a written agreement signed by the parties. Any waiver or forbearance on one occasion shall have no effect on any other occasion.
11. Any provision hereof which is found to be unenforceable or contrary to applicable law shall be deemed stricken from this Agreement and the other terms and conditions hereof shall remain in full force and effect.

12. This Agreement shall bind and benefit the parties and their respective successors and assigns. Recipient's obligations under this Agreement shall survive any termination hereof.

13. All disputes/controversies arising out of or in connection with this Agreement shall be resolved by the Parties through amicable negotiations. The Parties hereto unconditionally submit to the jurisdiction of District Courts of Islamabad for the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, Parties have executed this Agreement in duplicate each of which shall be considered original, as of the day, month and year first above mentioned.

(ON BEHALF OF SUPPLIER)

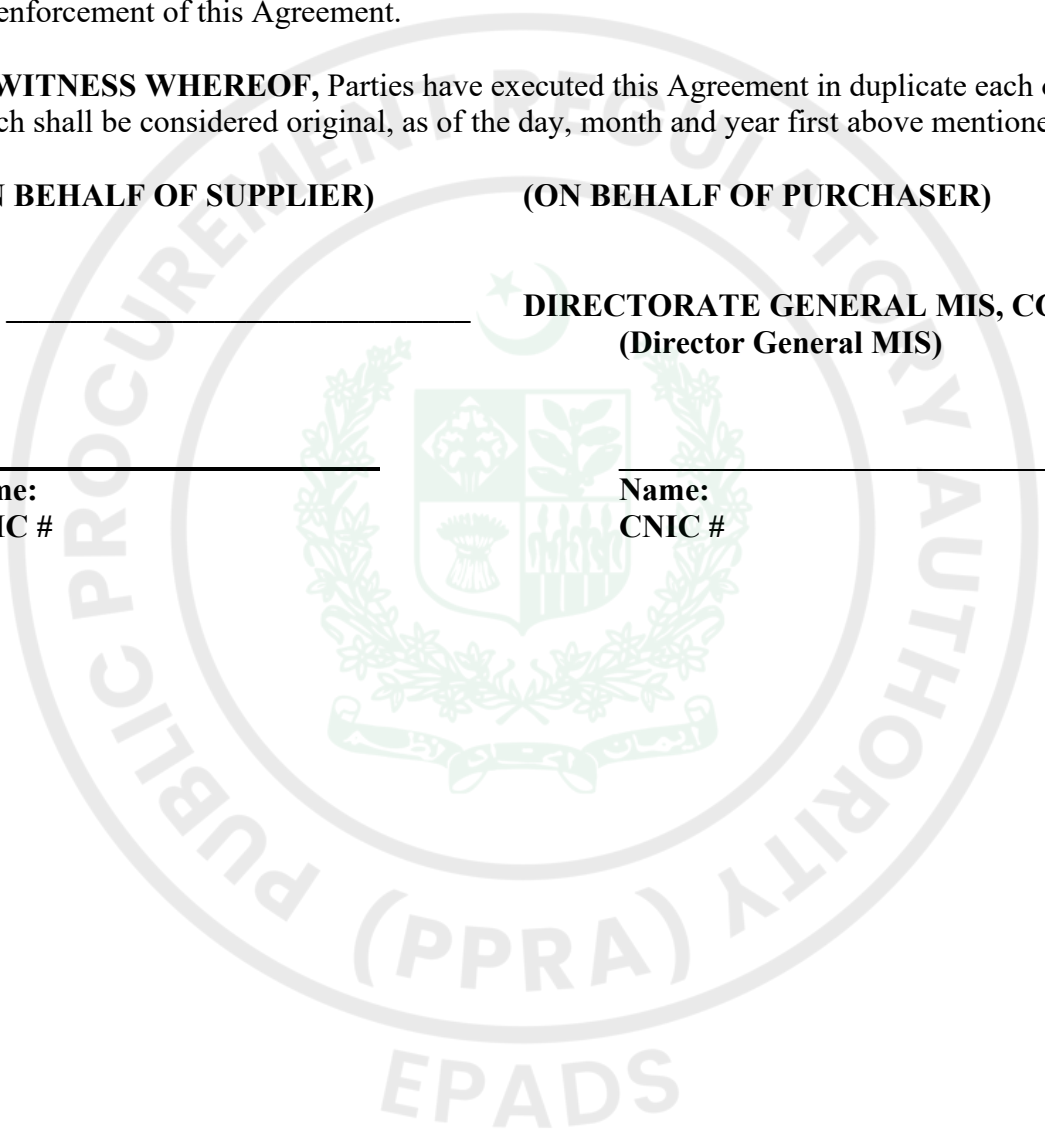
(ON BEHALF OF PURCHASER)

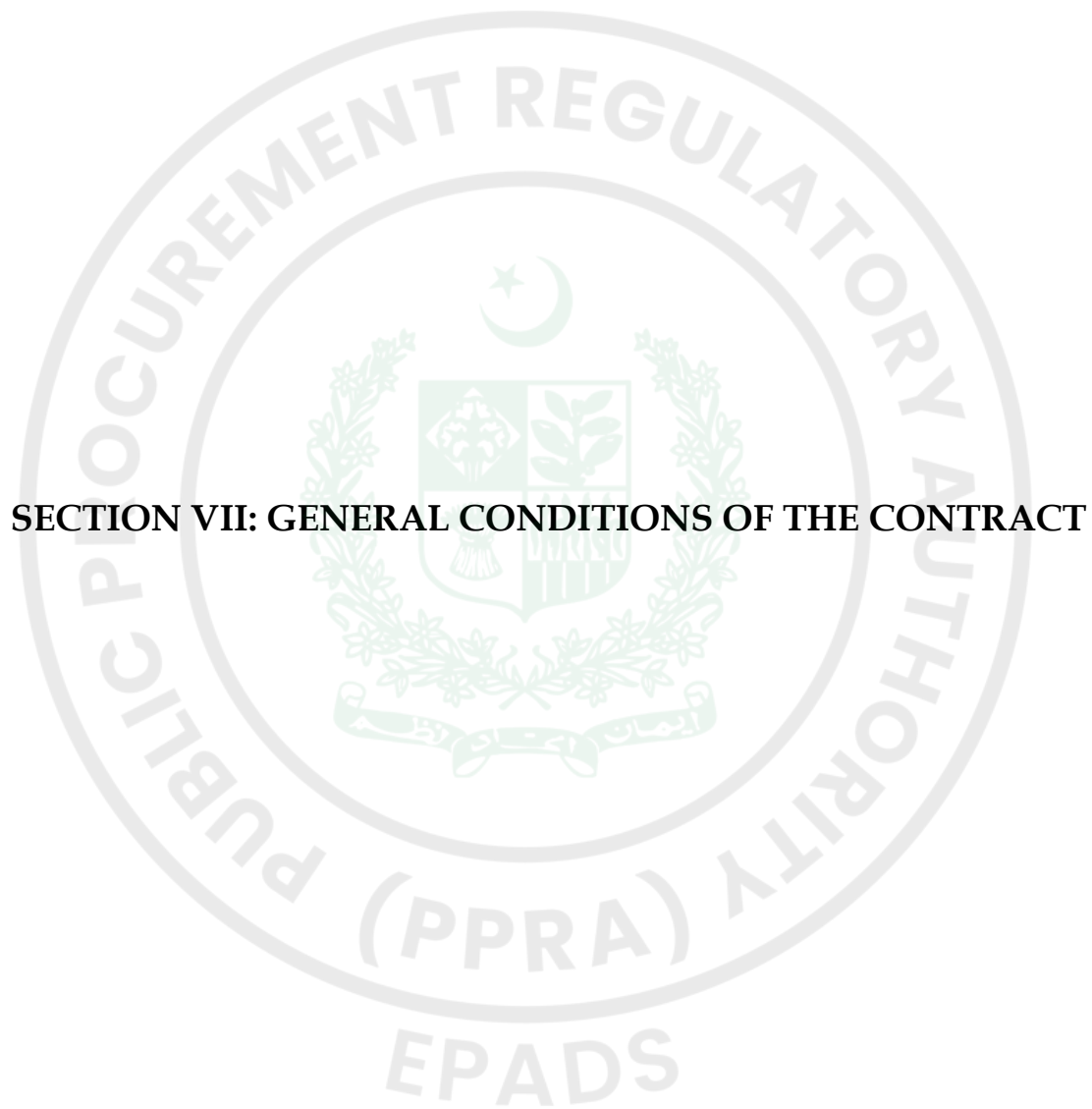
M/s _____

DIRECTORATE GENERAL MIS, CGA
(Director General MIS)

Name:
CNIC #

Name:
CNIC #





SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

| | | | |
|----|--------------------|-----|--|
| 1. | Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | | a) “Authority” means Public Procurement Regulatory Authority. |
| | | | b) The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder. |
| | | | c) The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| | | | d) The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC . |
| | | | e) “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. |
| | | | f) “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC . |
| | | | g) The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. |
| | | | h) “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 5 . |
| | | | i) “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related |

| | | | |
|--|--|----|--|
| | | | service, as named in SCC . |
| | | j) | "Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. |
| | | k) | "GCC" means the General Conditions of Contract contained in this section. |
| | | l) | "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC . |
| | | m) | "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract |
| | | n) | "SCC" means the Special Conditions of Contract. |
| | | o) | "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC . |
| | | p) | "Project Name" means the name of the project stated in SCC . |
| | | q) | "Day" means calendar day. |
| | | r) | "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government. |
| | | s) | "End User" means the organization(s) where the goods will be used, as named in the SCC . |
| | | t) | "Origin" means the place where the Goods were |

| | | | |
|--|--|----|---|
| | | | <p>mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.</p> |
| | | u) | <p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> |
| | | v) | <p>“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.</p> |
| | | w) | <p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p> |

| | | | |
|----|---------------------------------------|-----|--|
| 2. | Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| | | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| 3. | Conditions Precedent | 3.1 | <p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. |
| | | 3.2 | If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect; |

| | | | |
|----|---|-----|---|
| | | 3.3 | If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date. |
| 4. | Governing Language | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation. |
| 5. | Applicable Law and Effectiveness of the contract | 5.1 | The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC. |
| | | 5.2 | The Contract shall be effective from the date specified in the SCC, |
| 6. | Country of Origin | 6.1 | The origin of goods and services making information systems may be distinct from the nationality of the Supplier. |
| 7. | Scope of the Information System | 7.1 | Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan |

| | | | |
|-----------|------------------------------------|-----|--|
| | | 7.2 | The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract. |
| | | 7.3 | The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings |
| 8. | Supplier's Responsibilities | 8.1 | The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. |
| | | 8.2 | The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract |

| | | |
|--|-----|--|
| | 8.3 | The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination. |
| | 8.4 | The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract. |
| | 8.5 | The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency. |

| | | | |
|-----------|--|-----|---|
| | | 8.6 | The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor. |
| | | 8.7 | Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country. |
| | | 8.8 | The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. |
| | | 8.9 | Other Supplier responsibilities, if any, are as stated in the SCC. |
| 9. | Procuring Agency's Responsibility | 9.1 | The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract. |
| | | 9.2 | The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41. |

| | | |
|--|-----|--|
| | 9.3 | The Procuring agency shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract. |
| | 9.4 | If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain. |
| | 9.5 | In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner. |
| | 9.6 | The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion |

| | | | |
|-------------------|--|------|---|
| | | 9.7 | Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan. |
| | | 9.8 | The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract. |
| | | 9.9 | The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract. |
| | | 9.10 | The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract. |
| | | 9.11 | Other Procuring agency responsibilities, if any, are as stated in the SCC. |
| 10. Prices | | 10.1 | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |

| | | | |
|------------|------------------------------|------|---|
| | | 10.2 | Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be. |
| 11. | Payment | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC . |
| | | 11.2 | The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract. |
| | | 11.3 | Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC . |
| | | 11.4 | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid. |
| | | 11.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4 |
| 12. | Performance Guarantee | 12.1 | The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | | 12.2 | The Performance Guarantee shall be in one of the following forms: |
| | | a) | A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided |

| | | | |
|-----------------------------|--|------|---|
| | | | in the Bidding Documents or another form acceptable to the Procuring Agency; or |
| | | | b) A cashier's or certified check. |
| | | 12.3 | The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier 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. |
| 13. Taxes and Duties | | 13.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. |
| | | 13.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | | 13.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency. |
| 14. Copy Rights | | 14.1 | The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. |
| | | 14.2 | The Procuring agency agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the Procuring agency for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials |
| | | 14.3 | The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC |

| | | | |
|-----|------------------------------------|------|---|
| | | 14.5 | As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it. |
| | | 14.6 | The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC |
| 15. | Software License Agreements | 15.1 | Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software. Such license to access and use the Software shall: <ul style="list-style-type: none"> (a) be: <ul style="list-style-type: none"> (i) nonexclusive; |

| | | |
|--|--|---|
| | | <ul style="list-style-type: none"> (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41; (iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and (iv) subject to additional restrictions (if any) as specified in the SCC. |
| | | <p>b) permit the Software to be:</p> <ul style="list-style-type: none"> (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup; (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; |

| | | | |
|-----|---------------------------------|------|--|
| | | | <p>(iv) reproduced for safekeeping or backup purposes;</p> <p>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> |
| | | | <p>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p> |
| | | 15.2 | <p>The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC, to verify compliance with the above license agreements.</p> |
| 16. | Confidential Information | 16.1 | <p>Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.</p> |

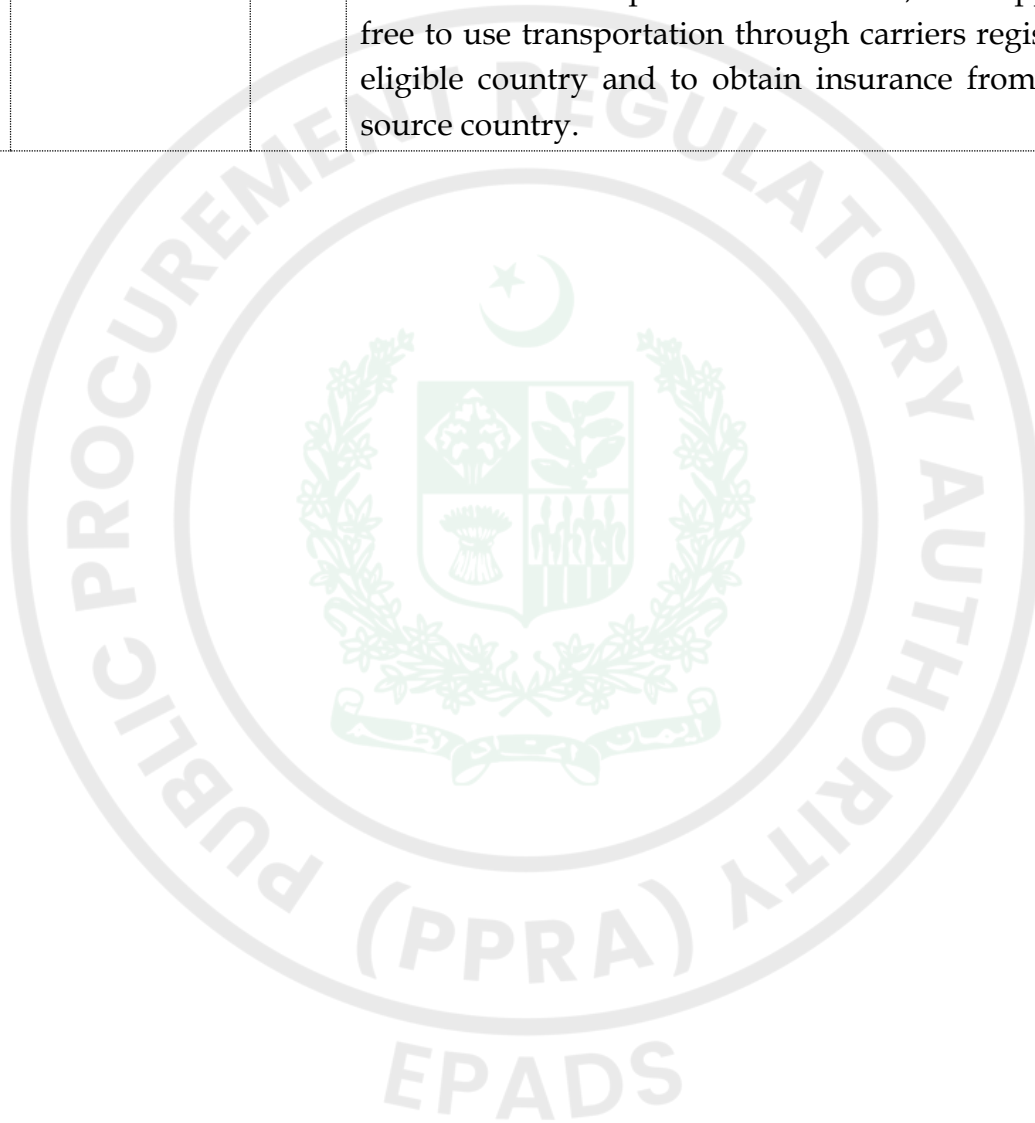
| | | |
|--|--|--|
| | | <p>16.2 For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System.</p> |
| | | <p>16.3 Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.</p> |
| | | <p>16.4 The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract.</p> |

| | | | |
|-----|---------------------|------|---|
| | | 16.5 | <p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality. |
| | | 16.6 | <p>The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p> |
| | | 16.7 | <p>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.</p> |
| 17. | Project Plan | 17.1 | <p>In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.</p> |
| | | 17.2 | <p>The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC</p> |
| | | 17.3 | <p>If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35.</p> |

| | | | |
|-----|------------------------|------|--|
| | | 17.4 | The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract |
| | | 17.5 | The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements. |
| 18. | Sub-contracting | 18.1 | List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract |
| | | 18.2 | The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3. |

| | | | |
|-------------------------------------|--|------|---|
| | | 18.3 | For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement. |
| 19. Procurement and Delivery | | 19.1 | Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site |
| | | 19.2 | Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements |
| | | 19.3 | Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld. |
| 20. Transportation | | 20.1 | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier. |

| | | | |
|--|--|------|--|
| | | 20.2 | The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms. |
| | | 20.3 | Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country. |



| | | | |
|-----|-----------|------|--|
| 21. | Documents | 21.1 | <p>Unless otherwise specified in the SCC, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the Procuring agency's Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Procuring agency's Country and at the site. <p>(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) ¹²⁵ certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site. |
|-----|-----------|------|--|

| | | | |
|-----|-------------------------|------|---|
| | | | <p>(iii) Customs Clearance</p> <p>(a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p> |
| 22. | Product Upgrades | 22.1 | At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices. |
| | | 22.2 | At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country. |

| | | | |
|---------------------------------|------|---|---|
| | | | <p>During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.</p> |
| 23. Inspections and Test | 23.1 | <p>The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.</p> | |
| | 23.2 | <p>The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p> | |
| | 23.3 | <p>Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency.</p> | |

| | | | |
|------------|-----------------------------------|------|--|
| | | 23.4 | The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin. |
| | | 23.5 | The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected |
| | | 23.6 | If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement. |
| 24. | Installation of the System | 24.1 | As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing |

| | | |
|--|--|--|
| | | <p>24.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p> |
| | | <p>24.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p> |

| | | |
|-------------------|------|--|
| 25. Commissioning | 25.1 | <p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3. |
| | 25.2 | <p>The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p> |

| | | | |
|-----|-------------------------------------|------|--|
| 26. | Operational Acceptance Tests | 26.1 | <p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p> |
| | | 26.2 | <p>If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.</p> |

| | | | |
|-----|-------------------------------|------|---|
| 27. | Operational Acceptance | 27.1 | <p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use |
| | | 27.2 | <p>At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.</p> |
| | | 27.3 | <p>After consultation with the Procuring agency, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> (a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises. |

| | | |
|--|--|--|
| | | <p>27.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p> |
| | | <p>27.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <ul style="list-style-type: none"> (a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract. |

| | | | |
|-----|---------------------------|------|---|
| | | 27.6 | If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice |
| 28. | Partial Acceptance | 28.1 | If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2 |
| | | 28.2 | The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned |
| | | 28.3 | In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier. |

| | | | |
|-----|--|------|--|
| 29. | Warranty/ Defect Liability Period | 29.1 | The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract. |
| | | 29.2 | This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC . |
| | | 29.3 | The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |

| | | | |
|-----|---|------|--|
| | | 29.4 | Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier |
| | | 29.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. |
| 30. | Intellectual Property Rights Indemnity | 30.1 | <p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2. |

| | | | |
|----------------------|--|------|--|
| | | 30.2 | Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right. |
| | | 30.3 | Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> (a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; (b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier |
| 31. Insurance | | 31.1 | The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC. |

| | | | |
|-----|--------------------------------|------|--|
| 32. | Limitation of Liability | 32.1 | <p>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and</p> <p>(b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement</p> |
| 33. | Related Services | 33.1 | <p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> |
| | | | <p>a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</p> |
| | | | <p>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> |
| | | | <p>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> |
| | | | <p>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> |
| | | | <p>e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-</p> |

| | | | |
|------------|----------------------------|------|--|
| | | | up, operation, maintenance, and/or repair of the Goods supplied and Services Provided. |
| | | 33.2 | Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 34. | Change Orders | 34.1 | The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: |
| | | a) | Drawings, designs, or specifications; |
| | | b) | The method of shipment or packing; |
| | | c) | The place of delivery; and/or |
| | | d) | The Services to be provided by the Supplier. |
| | | 34.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order. |
| | | 34.3 | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 35. | Contract Amendments | 35.1 | Subject to GCC Clause 34 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 36. | Assignment | 36.1 | Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 37. | Sub-contracts | 37.1 | The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. |

| | | | |
|-----|---|------|--|
| 38. | Delays in the Supplier's Performance | 38.1 | Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. |
| | | 38.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | | 38.3 | Except as provided under GCC Clause 41 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages. |
| 39. | Liquidated Damages | 39.1 | Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 . |

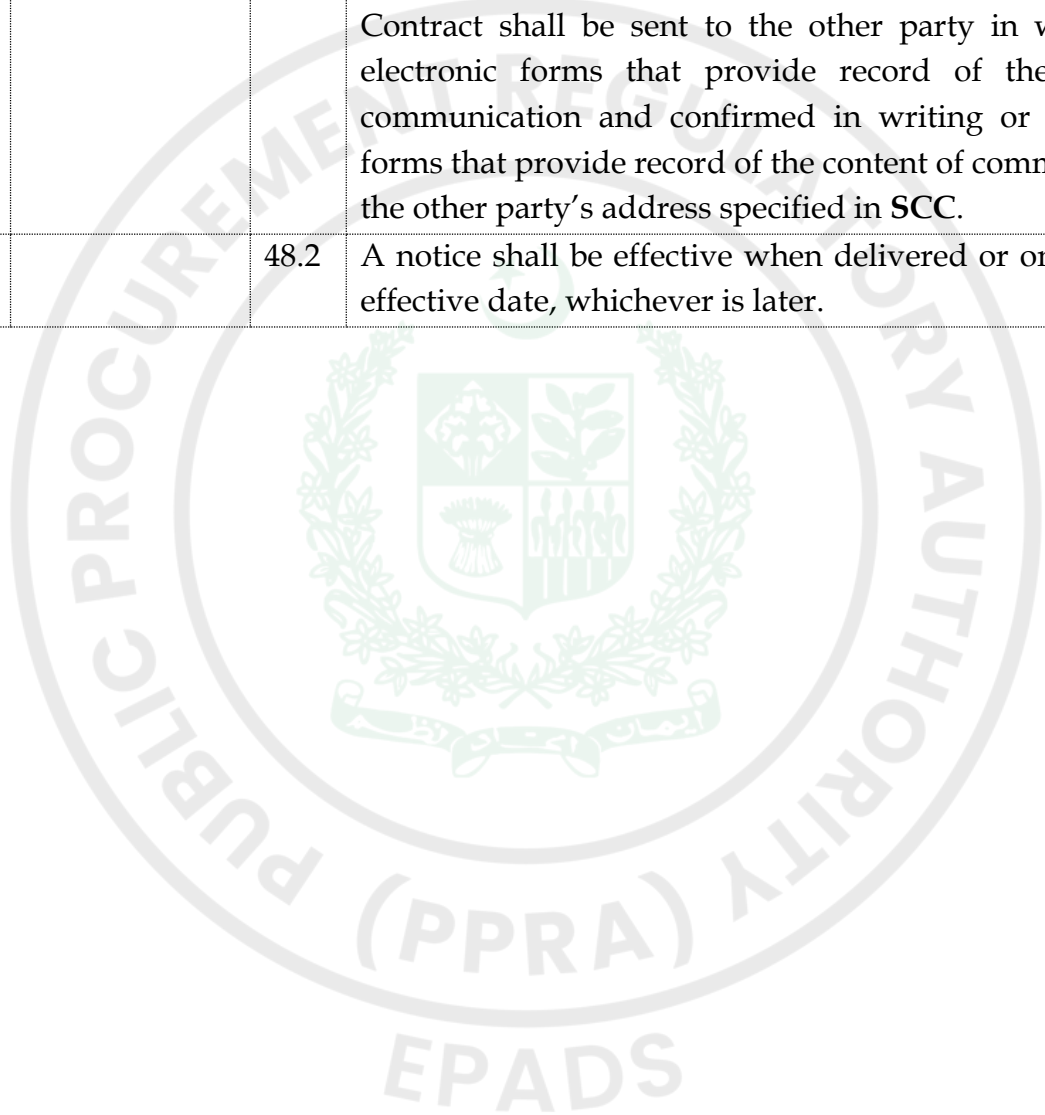
| | | | |
|-----|--------------------------------|------|---|
| 40. | Termination for Default | 40.1 | The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | | 40.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |
| | | a) | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or |
| | | b) | the Supplier fails to perform any other obligation(s) under the Contract; |
| | | c) | Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; |
| | | d) | the supplier has abandoned or repudiated the contract. |
| | | e) | the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
| | | f) | a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; |
| | | g) | the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and |
| | | h) | if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | | 40.3 | For the purpose of this clause: |

| | | | |
|-----|--------------------------------------|------|---|
| | | | <p>“Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p> |
| | | 40.4 | <p>In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> |
| 41. | Termination for Force Majeure | 41.1 | <p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> |

| | | | |
|--|--|------|--|
| | | 41.2 | If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 42. Termination for Insolvency | | 42.1 | The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency. |
| 43. Termination for Convenience | | 43.1 | The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective. |
| | | 43.2 | The Systems that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect: |
| | | a) | To have any portion completed and delivered at the Contract terms and prices; and / or |
| | | b) | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously |

| | | | |
|------------|--|------|---|
| | | | procured by the Supplier. |
| 44. | Transfer of Ownership | 44.1 | With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement. |
| | | 44.2 | Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements |
| | | 44.3 | Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |
| 45. | Disputes Resolution | 45.1 | In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties. |
| | | 45.2 | After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties. |
| 46. | Procedure for Disputes Resolution | 46.1 | The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC. |
| | | 46.2 | The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses. |
| | | 46.3 | The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC. |

| | | | |
|-----|----------------------------------|------|--|
| 47. | Replacement of Arbitrator | 47.1 | Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties. |
| 48. | Notices | 48.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC. |
| | | 48.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |





**SECTION VIII: SPECIAL CONDITIONS OF THE
CONTRACT (SCC)**

Special Conditions of Contract (SCC)

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|-----------------------------------|-------------------|---|
| Definitions (GCC 1) | | |
| 1. | 1.1 | The Procuring Agency is: Directorate General MIS, O/o the Controller General of Accounts Ground Floor, Old Federal Bank for Cooperatives Building, CGA Complex, G-5/2, Islamabad. |
| 2. | 1.1(j) | The Supplier is: <i>[Name and address]</i> |
| 3. | 1.1(q) | The title of the subject procurement or The Project is: PROCUREMENT OF CISCO FTD DEVICES FOR EXPANSION OF OLBS VPN INFRASTRUCTURE |
| Governing Language (GCC 4) | | |
| 4. | 4.1 | The Governing Language shall be: English |
| Applicable Law (GCC 5) | | |
| 5. | 5.1 | The Applicable Law shall be: Laws of the Islamic Republic of Pakistan |
| | 5.2 | The Contract shall be effective from the date of signing of the contract. |
| Country of Origin (GCC 6) | | |
| 6. | 6.1 | Country of Origin isas per Eligible countries duly authorized by the Government of Pakistan. |

| | | |
|--|------|--|
| Scope of the System (GCC 7) | | |
| 7. | 7.1 | The Scope of the Systemas per Technical Specifications and approved bidding terms and conditions, criteria. |
| Supplier Responsibilities (GCC 8) | | |
| 8. | 8.1 | The Supplier shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i> . |
| Procuring Agency's Responsibilities (GCC 9) | | |
| 9. | 9.1 | The Procuring agency shall have the following additional responsibilities: <i>[as appropriate, insert: additional responsibilities; or state: "none"]</i> . |
| Price (GCC 10) | | |
| 10. | 10.1 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC. None |
| Payment (GCC 11) | | |
| 11. | 11.1 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (PKR)_____</p> <p>(i) Advance payment are not honored except endorsed by CGA as mentioned in BDS. Maximum amount of Advance payment shall not be more than 50 percent and will be subject to verified bank guarantee for the amount allowed. The bank guarantee would be valid and remained with CGA for one year after delivery and will only be released after satisfactory compliance to be verified by DG MIS. The Bank guarantee for</p> |

| | | |
|-----|------|---|
| | | <p>advance payment if applied will be a separate security from performance guarantee.</p> <p>a. On Shipment, delivery and Acceptance Testing: <u>-100% percent of the Contract Price</u> on delivery of Goods be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10 and shall be paid by the Procuring Agency after OAT by technical resources of DG MIS</p> |
| 12. | 11.2 | <p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>(i) On Delivery and Acceptance Testing: <u>100 percent</u> of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11 and shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p> <p>Note. Advance payment are not honored except endorsed by Controller General Accounts as mentioned in BDS. Maximum amount of Advance payment shall not be more than 50 percent and will be subject to verified bank guarantee for the amount allowed. The bank guarantee would be valid and remained with CGA for the warranty period after delivery and will only be released after satisfactory compliance to be verified by DG MIS. The Bank guarantee for advance payment if applied will be a separate security from performance guarantee.</p> |

| | | |
|---------------------------------------|------|--|
| 13. | 11.3 | Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be [<i>insert: rate</i>] Not applicable. |
| Performance Guarantee (GCC 12) | | |
| 14. | 12.1 | The amount of performance guarantee, as a percentage of the Contract Price, shall be: [below the ten (10) percent of the Contract Price] |
| 15. | 12.4 | After award of contract and delivery , 10 percent of the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 29. |
| Taxes and Duties (GCC 13) | | |
| 16. | 13. | [<i>insert: necessary and appropriate clauses, or state "There are no Special Conditions of Contract applicable to GCC Clause 13"</i>]. |
| Copy Rights (GCC 14) | | |
| 17. | 14.3 | The Procuring agency may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier's prior written consent, under the following circumstances: [<i>state: "none," or else specify: circumstances</i>] |
| 18. | 14.4 | The Procuring agencies and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows [<i>state: "not applicable" if Custom Software is not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos</i>]. The Procuring agencies and Supplier's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows [<i>state: "not applicable" if Custom Materials are not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos</i>]. |

| | | |
|--|-------------------|---|
| 19. | 14.5 | <i>If not applicable, state: "No software escrow contract is required for the execution of the Contract;" otherwise, specify: maximum number of days during which a separate escrow contract must be agreed upon with a reputable escrow agent and any specific rights and obligations that the Procuring agency wishes to establish in advance.</i> |
| Software License Validity (GCC 15 | | |
| 20. | 15.1 (a)(iii) | The Standard Software license shall be valid [state: <i>"throughout the territory of the Procuring agency's Country;"</i> or specify: <i>geographical coverage other than the Procuring agency's Country, if such coverage is necessary and appropriate, for example to cover the area in which the Procuring agency's business group operates in</i>]. |
| 21. | 15.1 (a)(iv) | Use of the software shall be subject to the following additional restrictions [state: <i>"none"</i> or specify: <i>restrictions</i>]. |
| 22. | 15.1(b)(ii) | The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer [state: <i>"provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;"</i> or specify: <i>other necessary and appropriate restrictions on the replacement computer</i>]. |
| 23. | 15.1(b)(vi) i) | The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by [state: <i>"support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts;"</i> |
| 24. | 15.1(b)(vi) i) | In addition to the persons specified in GCC Clause 15.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, [specify: <i>categories of persons</i>] subject to the same restrictions as are set forth in this Contract. Compliance to Non-Disclosure Agreement be ensured by the Supplier. |

| Confidential Information (GCC 16) | | |
|--|------|---|
| 25. | 16.1 | <i>State: "There are no modifications to the confidentiality terms expressed in GCC Clause 16.1;"</i> |
| 26. | 16.7 | <i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract .</i> |
| Project Plan (GCC 17) | | |
| 27. | 17.1 | <p>Chapters in the Project Plan shall address the following subject: [for example, specify</p> <ul style="list-style-type: none"> (a) <i>Delivery and Installation Plan</i> (b) <i>Training Plan</i> (c) <i>Pre-commissioning and Operational Acceptance Testing Plan</i> (d) <i>Warranty Service Plan</i> (e) <i>Task, Time, and Resource Schedules</i> (f) <i>Post-Warranty Service Plan (if applicable)</i> (g) <i>Technical Support Plan (if applicable)</i> (h) <i>etc.</i> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section (insert: reference</i></p> |
| 28. | 17.2 | <p>Within [30 days of receiving letter of acceptance] : number (30 days); for example, thirty (30)] days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within [insert: number (14 days); for example, fourteen (14)] days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called "non-conformities" below). The Supplier shall, within [insert: 05 days; for example, five (5)] days of receipt of such notification, correct the Project Plan and resubmit to the Procuring agency. The Procuring agency shall, within [insert: number (05 days); for</p> |

| | | |
|--|------|---|
| | | <p><i>example, five (5)] days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Procuring agency and the Supplier</i></p> |
| 29. | 17.5 | <p>The Supplier shall submit to the Procuring agency the following reports:</p> <ul style="list-style-type: none"> (a) <i>Monthly (Quarterly) progress reports, summarizing:</i> <ul style="list-style-type: none"> (i) <i>results accomplished during the prior period;</i> (ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i> (iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i> (iv) <i>other issues and outstanding problems; proposed actions to be taken;</i> (v) <i>resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;</i> (vi) <i>other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.</i> <p>Note: Other reports may be needed to monitor Contract performance/progress with System implementation, for example:</p> <ul style="list-style-type: none"> (*) <i>inspection and quality assurance reports</i> (*) <i>training participants test results</i> (*) <i>monthly log of service calls and problem resolutions</i> |
| <p>Sub-Contracting (GCC 18)</p> | | |
| 30. | 18.1 | <p><i>necessary and appropriate clauses.</i></p> |

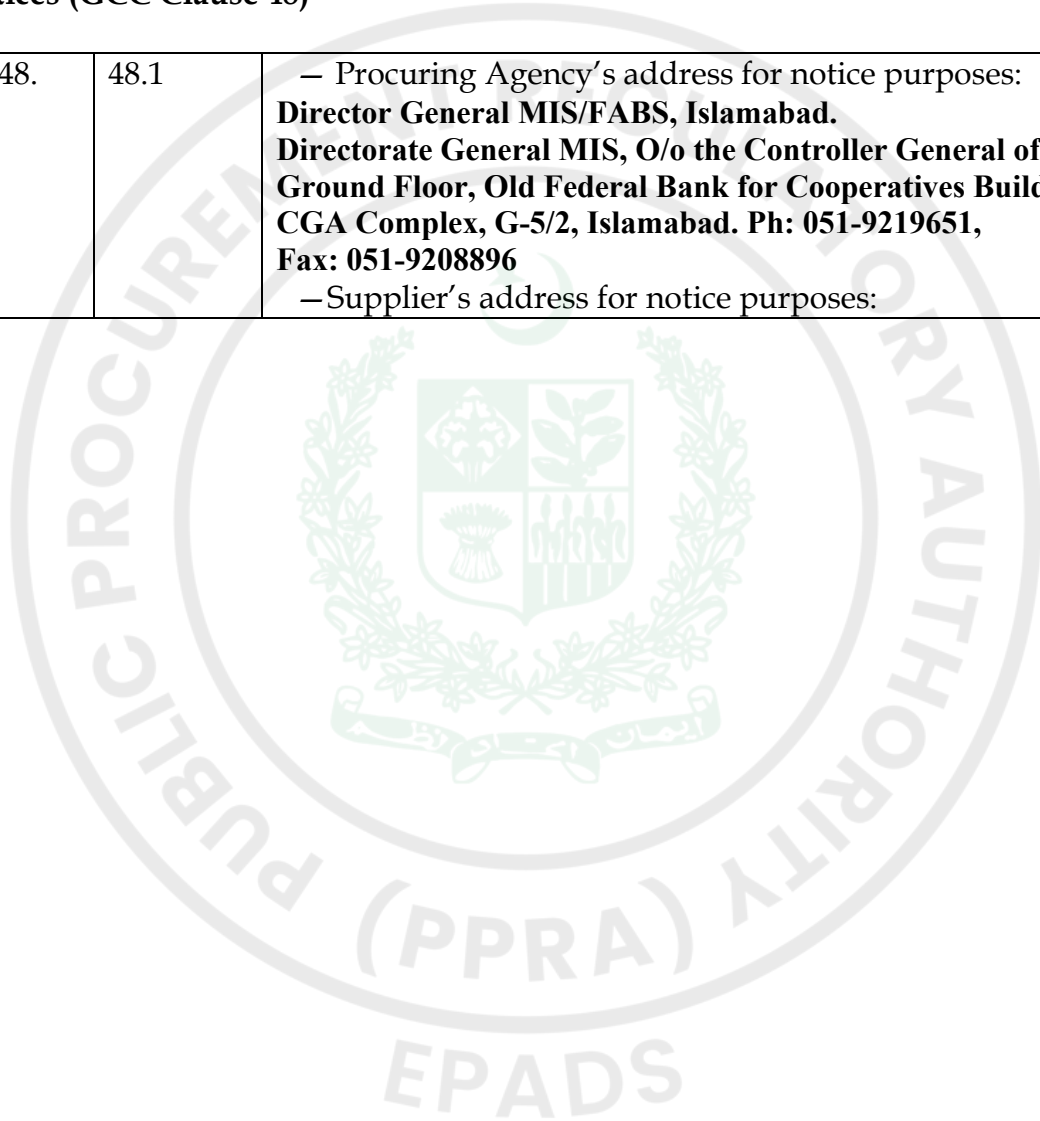
| | | |
|---|------|---|
| Transportation (GCC 19) | | |
| 31. | 19.1 | The Supplier <i>[insert: "shall"</i> be free to use transportation through carriers registered in any eligible country and <i>"shall"</i> obtain insurance from any eligible source country. |
| Documents (GCC 21) | | |
| 32. | 21.1 | The Supplier shall provide to the Procuring agency documents <i>[state "as specified in the GCC," and specify other documentation requirements as necessary and appropriate mentioned in the checklist of documents to be attached with the bid].</i> |
| Products Upgrade (GCC 22) | | |
| 33. | 22.1 | The Supplier shall provide the Procuring agency: <i>[state "with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC"</i> |
| Inspections and Tests (GCC 23) | | |
| 34. | 23.1 | <i>necessary and appropriate clauses related to inspection/test.</i> |
| Installations (GCC 24) | | |
| 35. | 24.1 | <i>Insert: necessary and appropriate clauses.</i> |
| Operational Acceptance Test (GCC 26) | | |
| 36. | 26.1 | Operational Acceptance Testing shall be conducted in accordance with <i>System or the Subsystems, the tests, the test procedures, and the required results for acceptance; alternatively reference the relevant section(s) of the Technical Requirements where acceptance testing details are given.]</i> |

| Defect Liability (GCC 29) | | |
|---|-------|--|
| 37. | 29.1 | For Software, exceptions or limitations to the Supplier's warranty obligations shall be in accordance with the approved Technical Specifications under Lot- 1 and Lot-2. |
| 38. | 29.3 | The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>"All Standard Software must have been commercially available in the market for at least three months"]</i> . |
| 39. | 29.4 | The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for [<i>state: "36 months;"</i> and in accordance with the approved Technical Specifications under Lot- 1 and Lot-2. |
| 40. | 29.10 | During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within 24 hours including parts replacement for Lot-1 and Lot-2. |
| Intellectual Property Rights Indemnity | | |
| 41. | 30.1 | <i>"There are no Special Conditions of Contract applicable to GCC Clause 30."</i> |
| Insurance (GCC Clause 31) | | |
| 42. | 31.1 | The Insurance shall the responsibility of the supplier and no liability what so ever be on the part of Purchaser. |
| Related Services (GCC Clause 33) | | |
| 43. | 33.1 | Related services to be provided are: As per approved Technical Specifications <i>[Selected services covered under GCC Clause 33 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i> |

| | | |
|---|------|--|
| Change Orders (GCC 34) | | |
| 44. | 34.1 | <i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 34.”</i> |
| Assignment (GCC 36) | | |
| 45. | 36.1 | Contract can be assigned (<i>insert yes or no</i>) (Yes) |
| Liquidated Damages (GCC Clause 39) | | |
| 46. | 39.1 | Applicable rate: <i>[0.1% to 0.2% per day of undelivered materials/good’s/services value]</i> Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good’s value.</i> |
| Procedure for Dispute Resolution (GCC Clause 45) | | |
| 47. | 45.1 | Dispute Resolution <u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u> <i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i> <u>(b) For Contracts to be entered with nationals of Pakistan:</u> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in |

| | | |
|--|--|--|
| | | <p>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 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <ol style="list-style-type: none">2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.3. 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] and proceedings will be conducted in - [English] language.4. 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.5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. |
|--|--|--|

| | | |
|--------------------------------|------|--|
| | | 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier. |
| Notices (GCC Clause 48) | | |
| 48. | 48.1 | <p>– Procuring Agency’s address for notice purposes: Director General MIS/FABS, Islamabad. Directorate General MIS, O/o the Controller General of Accounts Ground Floor, Old Federal Bank for Cooperatives Building, CGA Complex, G-5/2, Islamabad. Ph: 051-9219651, Fax: 051-9208896</p> <p>– Supplier’s address for notice purposes:</p> |





SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 2026____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related 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:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and 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 Supplier in consideration of the provision of the goods and related services 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.

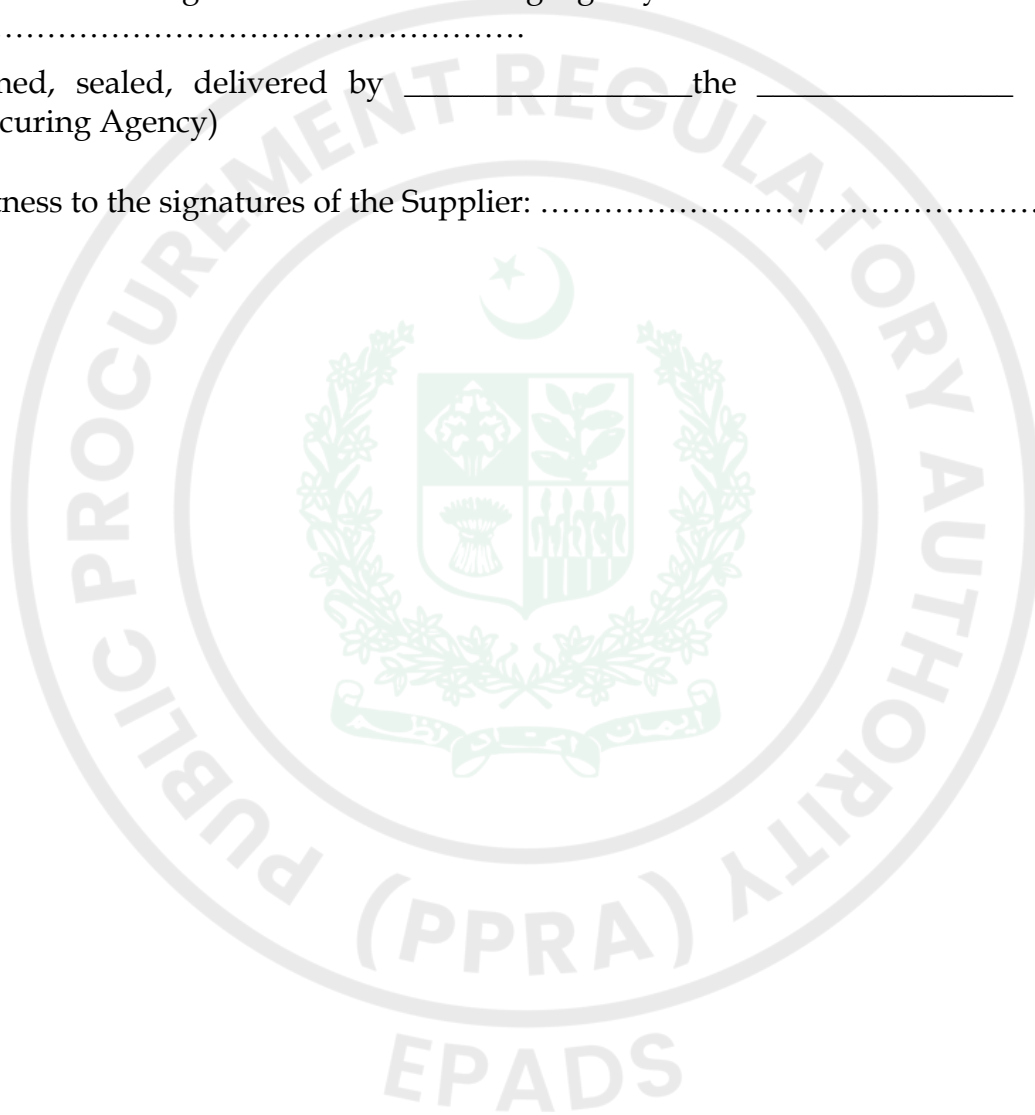
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Supplier:



Performance Security (or guarantee) Form/to be used for Advance Performance Security Form as well

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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]

Integrity Pact

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

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[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.

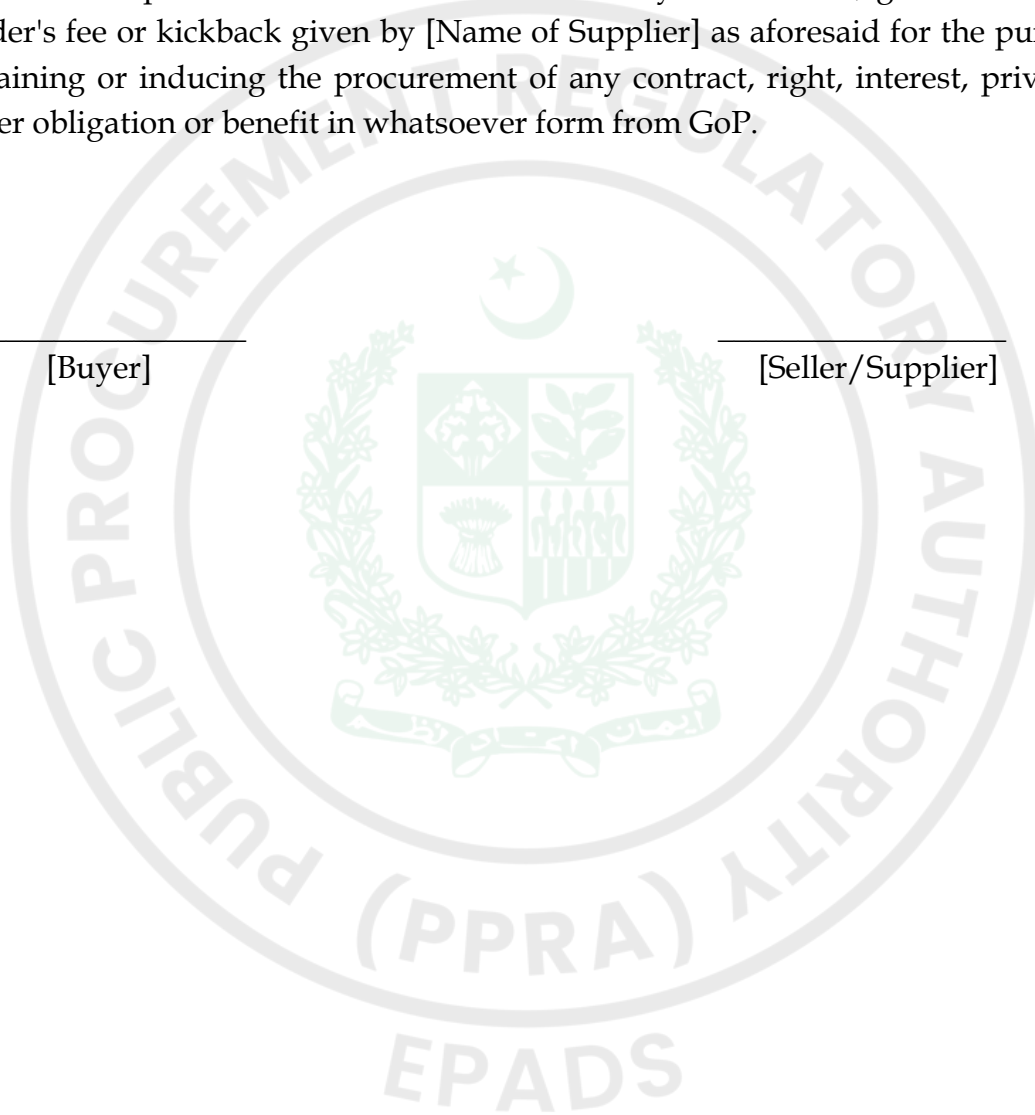
[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege 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.

[Buyer]

[Seller/Supplier]



Beneficial ownership Information form

Beneficial ownership Information form as per PPRA Requirement (also available on PPRA website www.ppra.org.pk) under download section.



Beneficial ownership Information form

Beneficial ownership Information form as per PPRA Requirement (also available on PPRA website www.ppra.org.pk) under download section.



Check list of documents to be attached with the bid for :

| S.No. | Description | Documents attached with the bid (Yes/No) with page # reference in bid |
|--|---|---|
| A- Checklist of Documents to be attached with the Technical Bid-RFP-59 as per Bidders Qualification Criteria: | | |
| 1 | i) Signed Letter of bid Form for Lot-1 to Lot-3 duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid as per ITBs Clause 11.1 (g) /PPRA Rules, 2004 for complying all bidding terms and conditions. ii) Attach copy of the signed Non-Disclosure agreement form. | |
| 2 | Certificate of Directly authorized by the Certified partner of Original Equipment Manufacturer/Principal (OEM) in Pakistan with category. OR Local Authorized Distributor of the OEM | |
| 3 | Copy of Registration of Principal's partner with SECP and Registrar of firms under Partnership Act 1932 | |
| 4 | Attach copy of income tax, sales tax certificates for registration with FBR, having active tax payer certificate, Registration with FBR with active filing of Sales tax and Income tax Return. | |
| 5 | Attach certified copy of Audited financial statements/ Report from chartered auditing/accounting firm for any of 03 years from FY 2022-23, 2023, 24 & FY 2024-25 (while furnishing of FY 2024-25 audited statements is mandatory). | |
| 6 | Attach copy of Proof of warehouse/Hardware Support Service Centres with 01 -02 Technical Experts in any major cities of Pakistan (OR) Agreement/Third-party Arrangement for Hardware Support/Service/faulty parts replacement. This office can inspect the Inventory, depot or service center with prior intimation to confirm the maintenance of required spares inventory by the contractor. | |
| 7 | Signing of integrity pact as per PPRA prescribed form. | |
| 8 | Beneficial Ownership form on company's letter head as per PPRA prescribed format given in the bidding document and on PPRA website (www.ppra.org.pk) | |
| A-Checklist of Documents to be attached with the Technical Bid RFP-59 as per Technical Bid Evaluation Criteria. | | Attached with bid (Yes/No) with page # reference in bid |
| 1 | Copy of Original Manufacturer Authorization letter/certificate OR | |

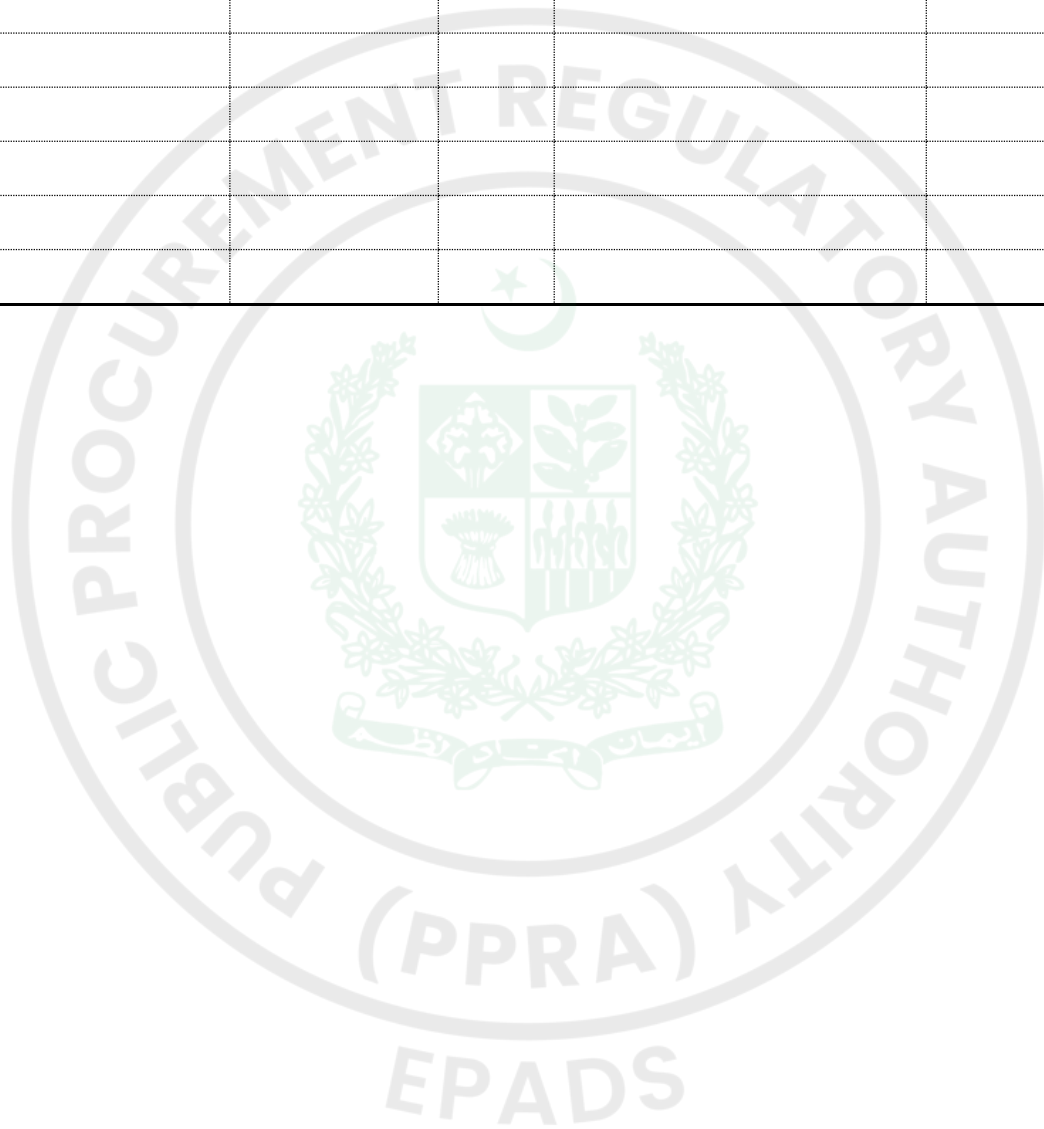
| | | |
|--|---|--|
| | Authorization on behalf of OEM to Authorized Distributor/Agent to supply goods/hardware in Pakistan. | |
| 2 | Turn over proof be attached with audited financial documents. | |
| 3 | Proof of working Relationship with manufacturer. | |
| 4 | Attach copy of brochure/registration with tax authorities, ownership/lease agreement to authenticate existence of warehouse/Inventory/Spares store/support service center/depot in any major cities of Pakistan (Lahore/ Islamabad/Rawalpindi). | |
| 5 | Attach copies of contracts/purchase orders/work orders to authenticate value of contract, number of successful implementation for hardware supply, configuration, testing experience firm along with letter from clients for successful local implementations (Year 2020-25). | |
| 6 | Attach List of dedicated certified human resources with copy of International certification in the name of certified human resource be submitted with authorization by certified resource/company that he/she is permanent resource of vendor/contractor/bidder firm. | |
| B-Documents to be attached separately with the Financial Bid under RFP-59 in single envelope: | | |
| 1 | Signed copy of Letter of Bid/Form of Bid as per bidding document (with total Financial bid price in words and figures) | |
| 2 | Signed copy of Price Schedule for which bid price has been quoted alongwith with mentioning of warranty period and bid validity period. | |
| 3 | Bid Security authorized by CEO company and Attested by Notary Public/Bank. | |
| 4 | Compliance of bid validity period of 180 days from bid opening date. | |
| 5 | Compliance to delivery schedule and payment terms and bid solicitation document (RFP-59) terms and conditions. | |

Signature by the bidder

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

| Procuring Agency | Value | Year | Goods/Services Supplied | Country of Destination |
|------------------|-------|------|-------------------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



Current Contract Commitments / Contracts in Progress Form

| |
|--|
| 1. Name of Contract(s) |
| 2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address] |
| 3. Value of outstanding contracts [current PKR equivalent] |
| 4. Estimated Delivery Date |
| 5. Average monthly invoices over the last six months (PKR/mon.) |

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 <i>[insert number]</i> years, <i>[insert in words]</i> (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 statements¹ for the *[number]* years required above; and complying with the requirements.

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

Average Annual Turnover (Annual Sales Value)

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

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

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