



**Federal Board of Revenue**  
Revenue Division - Government of Pakistan

## **PROCUREMENT DOCUMENT**

### **Invitation to Bid**

**Hiring of Accredited Academic Institution for  
Conducting Licensing Examination of  
Customs Agents for Financial Years 2025-26,  
2026-27 & 2027-28**

Country:	Pakistan
ITB No.	3(64)TDU/FCA/2025
Procurement Method	Open Competitive Bidding
Bidding Procedure	Single- Stage Two-Envelope
ITB Issuance Date	24 <sup>th</sup> October, 2025
Bid Submission Date & Time	13 <sup>th</sup> November, 2025 at 11:00 AM

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**PART I - BIDDING PROCEDURES &  
REQUIREMENTS**



GOVERNMENT OF PAKISTAN  
FEDERAL BOARD OF REVENUE  
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## Section I - Invitation to Bids

1. Sealed bids are invited from accredited academic institutions, registered with PPRA on e-PADS as vendors and also registered with Income Tax and Sales Tax Departments, and must be included in Active Tax Payer's List of FBR for procurement of Services for conducting licensing examination for Customs Clearing Agents. The successful bidders will be awarded contract for three (03) years further extendable subject to satisfactory performance.
2. The licensing examination will be financed directly by applicants, with no involvement of government funds. The licensing fee will be paid by the Applicant(s) i.e. candidates for the licensing examination to the Customs Academy of Pakistan which will later disburse as service charges to the shortlisted bidder.
3. Bidding will be conducted through "Open Competitive Bidding" using - Single Stage Two Envelope procedure as specified in the PPRA Rules 2004 and is open to all eligible Bidders.
4. Bidding documents are available on EPADS, PPRA & FBR Websites i.e. <https://www.ppra.gov.pk> & <https://www.fbr.gov.pk/> and can be downloaded free of cost. Interested eligible bidders may request for further information/clarification by email at [secretary.admin@fbr.gov.pk](mailto:secretary.admin@fbr.gov.pk) during official Business Days and timing at the address given below, within Seven (07) days before the proposal submission deadline.
5. A Pre-Bid Meeting will take place on **28<sup>th</sup> October, 2025 at 11:00 AM** at Conference Hall, FBR HQs, Constitution Avenue, G-5/2, Islamabad. The bidders who wish to join the meeting virtually can join by using the following link Details to join the meeting link are as follows: Meeting Link: <https://vlc.fbr.gov.pk> Meeting id: 518518 Password/PIN: 0258 Date: 28-10-2025
6. Encrypted electronic bids duly completed and in conformity with Bidding Documents must be uploaded on e-PADS on or before **11:00 AM 13<sup>th</sup> November, 2025** and a hard copy of the bid submitted at EPADs shall be submitted to FBR, HQs prior to the closing time. Submission of bids through

email is not permitted and late Bids will be rejected. Bids will be opened on the same day at 11:30AM

7. Sealed bids (as prescribed in Bid Data Sheet of the Bidding Document) in accordance with the provisions of Public Procurement Rules, 2004 and terms and conditions defined in the bidding document, supported by bid security PKR. 200,000 (Two Lac Only), in the shape of pay order/demand draft/ call deposit/banker's cheque in the name of **Secretary (Administration)**, FBR (HQ), Islamabad should reach Room 506, Fifth Floor, Federal Board of Revenue (FBR) HQ, Islamabad on/or before 1100 hours by **13<sup>th</sup> November, 2025**.
8. In case opening date(s) is declared as a Public Holiday by the Government, the next working date shall be deemed to be the date for submission and opening of tender(s) at the same time and place. FBR may reject all bids at any time prior to the acceptance of a bid by invoking Rule 33 of Public Procurement Rule (PPR), 2004. Additionally, bids will not be entertained if not submitted via E-PADS.

**Farrukh Amir Sial**  
Secretary (Administration)  
Room 506, Fifth Floor,  
Federal Board of Revenue (HQs), Islamabad  
Email: [secretary.admin@fbr.gov.pk](mailto:secretary.admin@fbr.gov.pk)  
Phone No: 051-9203679

## Section II - Instructions to Bidders

### A. Introduction

1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> invites Bids for the provision of Services as specified in the <b>BDS</b> and Section V-Technical Specifications/ Terms of Reference. The successful Bidders will be expected to deliver the services within the specified period and timeline(s) as stated in the BDS.
2. Source of Funds	2.1	Source of funds is referred in Clause-2 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 <b>BDS</b> , 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. <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>
	3.2	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.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	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.
	3.5	The invitation for Bids is open to all prospective bidder's 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> <ol style="list-style-type: none"> <li>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 services to be purchased under this Invitation for Bids.</li> <li>b. have controlling shareholders in common; or</li> <li>c. receive or have received any direct or indirect subsidy from any of them; or</li> <li>d. have the same legal representative for purposes of this Bid; or</li> <li>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</li> </ol>

		f. Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if:</p> <ul style="list-style-type: none"> <li>a. he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>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;</li> <li>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;</li> <li>d. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>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.</li> <li>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</li> </ul>
	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 more than ten (10) percent of the Bid price is envisaged.
4. Eligible Services	4.1	All 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 services. For purpose of this Bid,

		ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the services are mined, shaped or processed, or the place from where the services are/to be supplied.
	4.3	The nationality of the supplier that supplies, distributes, or sells the services shall not determine the origin.
	4.4	To establish the eligibility of the services, Bidders shall fill the country of origin declarations included in the Form of 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
Site Visit	6.2	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense

## B. Bidding Documents

7. Contents of Bidding Documents	7.1	The services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with <b>ITB 9.2</b> include: Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries
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		<p>Section V - Technical Specifications/ Terms of Reference</p> <p>Section VI - Standard Forms</p> <p>Section VII - General Conditions of Contract (GCC)</p> <p>Section VIII - Special Conditions of Contract (SCC)</p> <p>Section IX - Contract Forms</p>
	7.2	The number of copies to be completed and returned with the Bid is specified in the <b>BDS</b> .
	7.3	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 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.
	7.4	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	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 <b>BDS</b> .
	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 <b>ITB 23.1</b> . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	<p>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.</p> <p>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</p>
	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 <b>ITB 9</b> .
	8.5	If indicated in the <b>BDS</b> , 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 <b>BDS</b> . 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 <b>ITB 9</b> . 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.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> 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 <b>BDS</b> . 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

		<p>account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:</p> <p>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.</p>
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### 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 Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the <b>BDS</b> . 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 <b>BDS</b> , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14</b> and <b>15</b>;</li> <li>b) Documentary evidence established in accordance with <b>ITB 13</b> that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>c) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>;</li> <li>d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>e) Any other document required in the <b>BDS</b>.</li> </ul>
12. Documents Establishing Eligibility of Services and Conformity to Bidding Documents	12.1	Pursuant to <b>ITB 11</b> , 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 services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule.
	12.3	The documentary evidence of conformity of the services to the Bidding Documents may be in the

		<p>form of literature, drawings, and data, and shall consist of:</p> <ol style="list-style-type: none"> <li>a) a detailed description of the essential technical and performance characteristics of the services;</li> <li>b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ol>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of the parts of services necessary for the proper delivery of the services during the period specified in the <b>BDS</b> following commencement of the services by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> 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 <b>ITB 11</b> , 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	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: a) the Bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b> . b) 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 obligations prescribed in the Conditions of Contract and/or Technical Specification. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
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 <b>ITB Clause 15</b> or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work 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	The Bid price to be quoted in the Form of Bid shall be the total price of the Bid, excluding any discounts offered.
	15.4	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the services it proposes to deliver under the contract
	15.5	Prices proposed on the Price Schedule 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: - i. The price of the services, and 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.
	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, pursuant to <b>ITB 28</b> .
	15.7	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	Prices shall be quoted in the following currencies: a) For the services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b> . b) For the services that the Bidder will deliver from outside Pakistan, and services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	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 part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b>
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> 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 <b>ITB 18</b> 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 <b>ITB 18</b> 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 <b>BDS</b> , 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 <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b>
	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 <b>ITB 18.9</b> .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency,

		<p>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"> <li>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 sixty (60) 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;</li> <li>b) a cashier's or certified cheque; or</li> <li>c) another security if indicated in the <b>BDS</b>.</li> </ul>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1</b> or <b>18.3 shall</b> be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 28</b> .
	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 <b>ITB 17</b>. 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> <ul style="list-style-type: none"> <li>a) the expiry of the Bid Security;</li> <li>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;</li> <li>c) the rejection by the Procuring Agency of all Bids;</li> <li>d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.</li> </ul>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract

		pursuant to <b>ITB 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 42</b> .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <ul style="list-style-type: none"> <li>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 <b>ITB 17.2</b>; or</li> <li>ii. does not accept the correction of errors pursuant to <b>ITB 30.3</b>; or</li> </ul> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <ul style="list-style-type: none"> <li>i. to sign the contract in accordance with <b>ITB 41</b>; or</li> <li>ii. to furnish performance security (or guarantee) in accordance with <b>ITB 42</b>.</li> </ul>
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 <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for delivery of services is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for delivery of services.
	19.3	If so allowed in the <b>BDS</b> , 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	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has

Modification of Bids		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 <b>ITB 20.1</b> 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 <b>BDS</b> , 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 <b>BDS</b> 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. <b>Note:</b> <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: a) be addressed to the Procuring Agency at the address given in the <b>BDS</b> ; and

		b) bear the title of the subject procurement or Project name, as the case may be as indicated in the <b>BDS</b> , the Invitation to Bids (ITB) title and number indicated in the <b>BDS</b> , and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the <b>BDS</b> , pursuant to <b>ITB 23.1</b> .
	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: 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) 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: 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 <b>ITB 23.1</b> . 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 <b>ITB 24</b> .
	22.5	If all envelopes are not sealed and marked as required by <b>ITB 22.2</b> , <b>ITB 22.3</b> and <b>ITB 22.4</b> 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 <b>BDS</b> .
	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 <b>ITB 9</b> , 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 <b>ITB 23</b> .
	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 of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in <b>ITB 22</b> .

**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 <b>BDS</b> . 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 <b>BDS</b> 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 <b>ITB 24</b> .
	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 Envelope Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidder's 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 <b>ITB 27.2</b> 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 (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. 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 <b>ITB 31</b> .
	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: 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: a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b> ; b) has been prepared as per the format and contents defined by the Procuring Agency in the

		<p>Bidding Documents;</p> <p>c) has been properly signed;</p> <p>d) is accompanied by the required securities; and</p> <p>e) is substantially responsive to the requirements of the Bidding Documents.</p> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>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: -</p> <p>a) affects in any substantial way the scope, quality, or performance of the Services;</p> <p>b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's 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 <b>ITB 11, 12 and 13</b> 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>

		<p>a) <i>Submit the number of copies of signed bids required by the invitation;</i></p> <p>b) <i>Furnish required information concerning the number of its employees;</i></p> <p>c) <i>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></p>
	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 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.</p>
	29.6	<p>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.</p>
	29.7	<p>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.</p>
30. Examination of Terms and Conditions; Technical Evaluation	30.1	<p>The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.</p>
	30.2	<p>The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b>, to confirm that all requirements specified in <b>Section V - Technical Specifications/ Terms of Reference</b> of the Bidding Documents have been met without material deviation or reservation.</p>

	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 <b>ITB 29</b> , it shall reject the Bid.
31. Correction of Errors	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ol style="list-style-type: none"> <li>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;</li> <li>b) 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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>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.</li> </ol>
	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 <b>ITB 18.9</b> .
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. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids

		specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the <b>BDS</b> and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	In evaluating the bids, the Procuring Agency will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows: a) making any correction for errors pursuant to ITB 31; b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB 19; and c) making appropriate adjustments to reflect discounts or other price modifications offered. d) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and; e) the additional evaluation factors that are specified in Evaluation and Qualification Criteria in the <b>BDS</b> .
	33.4	The Procuring Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agency will not be taken into account in Bid evaluation.
	33.5	The estimated effect of any price adjustment during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
34. Domestic Preference	34.1	If the <b>BDS</b> so specifies, the Procuring Agency will grant a margin of preference to certain services 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 &amp; Cost Based Selection Technique due to the following two reasons:</p> <ul style="list-style-type: none"> <li>i. Where the Procuring Agency knows about the main features, usage and output of the services; however not clear about the complete features, technical specifications and functionalities of the services to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or</li> <li>ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters <b>specified in Evaluation Criteria</b> to be evaluated while determining the quality of the services;</li> </ul> <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. Post- qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	<p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the <b>BDS</b>.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	36.2	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-

		<p>qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>d) The Procuring Agency shall not incur any liability solely by rejecting abnormally low Bid; and</li> <li>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.</li> </ul> <p>Guidance for Procuring Agency:  In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>i. Comparing the bid price with the cost estimate;</li> <li>ii. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>iii. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	36.3	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 <b>ITB 13.3</b> .
	36.4	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 <b>ITB 13.3</b> , 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.
	36.5	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. <i>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.</i>
	36.6	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

37. Criteria of Award	37.1	Subject to <b>ITB 36</b> and <b>38</b> , 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: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
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38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> <li>a) a minor alteration to the technical details of the statement of requirements;</li> <li>b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>c) a minor amendment to the special conditions of Contract;</li> <li>d) finalizing payment arrangements;</li> <li>e) delivery arrangements;</li> <li>f) the methodology for provision of related services; or</li> <li>g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	38.2	<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>
39. Procuring Agency's Right to reject All Bids	39.1	<p>Notwithstanding <b>ITB 37</b>, 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 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.</p>
	39.2	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	39.3	<p>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.</p>
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	<p>The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantities originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the <b>BDS</b>, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.</p>
41. Notification of Award	41.1	<p>Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.</p>

	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 Security (or guarantee) in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , 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 <b>ITB 18.7</b> .
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 <b>after fulfillment of all conditions precedent</b> 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 Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS</b> and <b>SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:

		<p>a) certified cheque, cashier's or manager's cheque, or bank draft;</p> <p>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;</p> <p>c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <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 <b>ITB 43.1</b> 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 <b>ITB 44.2</b> .
	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 <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Security (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 Services. 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 <b>SCC</b> .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
46. Corrupt & Fraudulent	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as

Practices		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.
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## 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	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	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	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: <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the id securing declaration;</li> </ul>
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.

	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	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 (BDS)

The following specific data for the services 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
<b>A. Introduction</b>		
1.	1.1	<p><b>Name of Procuring Agency:</b> Federal Board of Revenue (FBR).</p> <p><b>The subject of procurement is:</b> Hiring of Accredited Academic Institute to Conduct Licensing Examination of Clearing Agents</p> <p><b>Period for Performance of Services:</b> 2025-26, 2026-27 &amp; 2027-28</p> <p><b>Commencement date:</b> From the signing date of Contract.</p>
2.	2.1	Source of Funds:
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [02].
4.	4.1	Eligible Countries are defined in Section-IV: Eligible Countries.

### Bidding Documents

5.	7.2	The number of documents to be completed and returned is <b>one original and one copy</b> .
6.	8.1	The address for clarification of Bidding Documents is [ <b>Room 506, Fifth Floor, Federal Board of Revenue (FBR) HQ, Islamabad</b> ]
7.	8.5	Pre-bid meeting will be held as per following schedule: 28 <sup>th</sup> October, 2025 at 11: 00 AM
8.	9.2	The Procuring Agency Website is: <u>Tenders - Federal Board Of Revenue Government Of Pakistan</u> [ <a href="http://www.fbr.gov.pk/tenders">www.fbr.gov.pk/tenders</a> ]

### Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: <b>English</b>
10.		Detail of sample(s) to be submitted with the Bid are: <b>Not applicable</b> .
11.		Characteristics: <b>Not applicable</b>

12.	11.1	In addition to the documents stated in <b>ITB 11</b> , the following documents must be included with the Bid: <b>Documents mentioned in clause 2 of Section V - Terms of Reference (TORs)</b> .
13.	12.3	Other procurement specific documentation requirements are: <i>Not applicable</i> .
14.	12.4	<b>Period for Provision of Services is: 3 years</b>
15.	13.3	The mandatory and marking qualification criteria is mentioned in <b>BDS</b> clause 30 with corresponding ITB clause 33.2.
16.	16.1	The currency of the Bid shall be: <b>PKR</b>
17.	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into <b>PKR</b> . The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
18.	17.1	The Bid Validity period shall be: <b>120 Days</b> .
19.	18.1	The amount of Bid Security shall be: <b>200,000/-</b> The currency of the Bid Security shall be: <b>PKR</b>
20.	18.3	The Bid Security shall be in the form of: <b>Pay Order/Demand Draft / Call Deposit Receipt or Bank Guarantee</b> . Other forms of security are: <b>Not Applicable</b>
21.	19.1	Alternative Bids to the requirements of the Bidding Documents <b>will not</b> be permitted.
22.	19.2	Statement and Methodology for evaluating different schedule for delivery of services: Not Applicable
23.	19.3	Alternate Bids: Not Applicable
24.	21.1	The number of copies of the Bid to be completed and returned shall be <b>one (01) hard copy and one soft copy on E-PADS</b> .
25.	21.2	Written confirmation of authorization is: A notarized Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/partnership firm, necessary affidavit should be provided. If the bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of and legally bind the intended or existed joint venture partners. The joint venture agreement shall be enclosed with the bid.

		If the joint venture has not been formed, also include evidence from all proposed joint venture partners of their intent to enter in to a joint venture in the event of contract award following.
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### Submission of Bids

26.	22.2	<p>Bid shall be submitted to:  <b>Room No. 506, FBR Headquarters, Opposite Supreme Court, Constitution Avenue, G-5/2, G-5, Islamabad</b></p> <p>Title of the subject Procurement: <i>Hiring of Accredited Institution for Conducting Licensing Examination of Customs Agents for Financial Years 2025-26, 2026-27 &amp; 2027-28</i></p> <p>ITB No: [3(64)TDU/FCA/2025]</p> <p>The Time and date for Bid Opening:  a) Day: [Thursday]  b) Date: [13<sup>th</sup> November, 2025]  c) Time: [11:30AM]</p>
27.	23.1	<p>The deadline for Bid submission is:  a) Day: [Thursday]  b) Date: [13<sup>th</sup> November, 2025]  c) Time: [11:00AM]</p>

### Opening and Evaluation of Bids

28.	26.1 & 26.6	<p>The Bid opening shall take place at:  Street address: [Conference Hall, FBR HQs, Constitution Avenue, G-5/2]  a) Day: [Thursday]  b) Date: [13<sup>th</sup> November, 2025]  c) Time: [11:30AM]</p>
29.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is:  <b>PKR</b>  The source of exchange rate shall be: <b>State Bank of Pakistan</b>  The date of exchange rate shall be: <b>Date of Opening of Bids.</b></p>
30.	33.2 & 13.3	<p>Criteria to Bid evaluation.  Evaluation Techniques: Quality and Cost Based Selection  <b>Mandatory Requirements for Eligibility/Responsiveness</b>  Under Rule 36(b) (Single Stage Two Envelope Bidding Procedure) of the Public Procurement Rules, 2004, bids will first undergo technical evaluation and bids complying to mandatory bids evaluation criteria shall be considered for further evaluation of marking technical bid evaluation criteria, with a minimum qualifying threshold of 70% of total 90 marks. The financial bids of technically qualified bidders will be opened. The marks distribution and evaluation criteria are as follows:  <b>Technical Proposal: 90 Marks (70% of 90 marks are qualifying marks)</b></p>

Technical proposals/bids securing 70% of 90 marks allocated for technical evaluation or more will qualify for the next stage, which is opening of financial bids.

Only bids scoring at least 70% of the total 90 marks in the technical evaluation shall qualify for financial evaluation. For the financial evaluation, the bid with the lowest quoted cost shall receive the maximum 10 marks, while all other bids shall be awarded marks in proportion to the lowest bid using a pre-defined formula.

**The bid achieving the highest aggregate score out of the total 100 marks (90 technical + 10 financial) shall be considered the Most Advantageous Bid (MAB).**

For the technical evaluation of bids submitted by the accredited institutions, the mandatory criteria in **Table 1** and marking criteria provided in **Table 2** will apply. Accredited Institutions are requested to provide accurate information and supporting evidence to ensure fair marking in the technical evaluation.

<b>Table 1. Mandatory Technical Bid Evaluation Criteria</b>	<b>Compliance</b>
1. A copy of the Certificate of Registration with the Higher Education University as a degree awarding institution.	Complied/ Not Complied
2. The firm must be registered/incorporated with FBR and having a valid NTN for at least five (05) years.	Complied/ Not Complied
3. Valid Tax Compliance Certificate for NTN and STRN with active status on ATL both for NTN & STRN.	Complied/ Not Complied
4. Submission of Bid Security or Bid Securing Declaration as per prescribed amount / format.	Complied/ Not Complied
5. Compliance with the Schedule of Requirements stated in the bidding documents.	Complied/ Not Complied
6. Compliance of Bid Validity as per requirement of bidding document.	Complied/ Not Complied
7. Submission of Company/Educational Institution Profile.	Complied/ Not Complied
8. Undertaking on stamp paper of Rs. 100/- that the bidder is not blacklisted currently by any Government (Federal or Provincial), a local body or Public sector organization. Also stating that no litigations have been initiated against the firm from any Public Sector entity otherwise provide complete details of such litigations, including but not limited to, the nature/description of litigation, the amount under dispute etc.	Complied/ Not Complied
9. Compliance of the Terms of Reference (TORs) in the submitted bid.	Complied/ Not Complied

<b>Eligibility for Evaluation of Marking Technical Bid Evaluation Criteria</b>	<b>Eligible / Not Eligible</b>
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<b>Table 2. Marking Technical Bid Evaluation Criteria</b>	<b>Marks</b>
<p><b>1. Firm/Institutional Profile</b> (Number of years since inception, financial soundness, registration with HEC / Global Accreditation): <b>10 marks</b></p> <p>a. Inception for the last three decades: <b>02 marks</b> For last two decades = 01 mark For the last one year = 0.5 mark</p> <p>b. Financial Soundness: <b>02 marks</b> Average annual turnover of last three years from related business: Up to 10 million = 0.5 mark From 10 to 20 million = 1 mark From 20 to 30 million = 1.5 marks Above 30 million = 2 marks</p> <p>c. Registration with HEC and among Top 50 of HEC ranking: <b>02 marks</b></p> <p>d. Global Accreditation: <b>04 marks</b> Accreditation by any reputable globally recognized accreditation body: 02 marks Accreditation by any reputable &amp; recognized Asian body / organization= 02 marks</p>	<b>10</b>
<p><b>2. Experience in Conducting Written Tests:</b></p> <p>a. Government Organizations with a Minimum of 200 Candidates in the last 5 years = 15 marks</p> <p>b. Conducting Written Tests for Multinational Organizations with a Minimum of 200 Candidates in last 5 years = 15 marks</p> <p><b>Note:</b> <i>3 marks will be awarded for each government / corporate sector project conducted with a minimum of 200 candidates, up to a maximum of 30 marks.</i></p>	<b>30</b>

		<p><b>3. Quality of In-House Human Resources (Team lead, Other Team Members, including Invigilators, Paper-setters &amp; website managers):</b></p> <p><b>a.</b> Invigilator per candidate (05 marks)  1 invigilator per 30 candidates = 05marks  1 invigilator per 50 candidates = 04 marks  1 invigilator per 70 candidates = 03 marks</p> <p><b>b.</b> Paper-setters with subject knowledge of Pakistan Customs Act/Rules/International Trade: (05 marks)  Yes = 05 marks  No = 0 marks</p> <p><b>c.</b> In-house website developers and managers: (05 marks)  Yes = 05 marks  No = 0 marks</p> <p><b>d.</b> Security apparatus to manage examination process: (05 marks)</p> <p><b>Note:</b>  <i>Bidders to provide details. Marks shall be awarded on comparative basis. The most sound proposal shall be given highest (5) marks and other proposals shall be marked accordingly.</i></p>	20	
		<p><b>4. Capacity to conduct examinations at the Federal and Provincial Capitals</b>  Six marks for federal capital and one marks for each provincial capital</p>	10	
		<p><b>5. Quality of Technical Proposal (Fair efficient and technologically responsive Testing Methodology, and Sample Test Quality)</b></p> <p><b>a.</b> Development of able and available website: 05 marks</p> <p><b>b.</b> Alternate payment methods: 02 marks</p> <p><b>c.</b> Grievance redressal mechanism: 02 marks</p> <p><b>d.</b> Security and power backup at the test centers: 02 marks</p> <p><b>e.</b> Customer's review/completion certificates: 02 marks</p> <p><b>f.</b> Quality of sample papers: 05 marks</p> <p><b>g.</b> Meeting of contract timelines: 02 marks</p> <p>Bidders to provide details. Marks shall be awarded on comparative basis. The most sound proposal shall be given highest (5) marks and other proposals shall be marked accordingly.</p>	20	
		<b>Total</b>	<b>90</b>	

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 shall be

		considered. The technical proposals shall be evaluated and the procuring agency will discuss the technical details. The highest ranked or technically responsive proposals will qualify for opening of the financial proposals in the presence of the applicants or their representatives who may wish to attend the opening session. The highest ranked proposal will be accepted, if it suits FBR.
31.	34.1	Domestic preference Not Applicable.
32.	36.1	Post Qualification of Bidder: Not Applicable.

#### Award of Contract

33.	40.1	Percentage for quantity increase or decrease is 15% of the original advertised quantity / period of services.
34.	43.1	The Performance Security (or guarantee) shall be: <b>10%</b>
35.	43.2	The Performance Security (or guarantee) shall be in the form of: <i>unconditional and irrevocable Bank Guarantee issued by any scheduled bank in Pakistan as per applicable template or CDR valid for a period of sixty (60) days beyond the expiry/ completion of contract period.</i>
36.	44.2	The Advance Payment if essential shall be limited to: <b>Not Applicable.</b> Maximum amount of Advance payment shall be: <b>Not Applicable.</b>
37.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

#### Review of Procurement Decisions

38.	48 & 49	The address of the Procuring Agency for submission of Grievances: <b>Grievance Redressal Committee, FBR Headquarters, Opposite Supreme Court, Constitution Avenue, G-5/2, G-5, Islamabad.</b>
39.		The Address of PPRA to submit a copy of grievance:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

## 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 – Technical Specifications/ Terms of Reference

## 1. Introduction

The Federal Board of Revenue (FBR) intends to engage an Accredited Academic Institution (AAI), through the Customs Academy of Pakistan (CAP), for a period of three (03) years to conduct annual examinations for Licensing of Customs Agents, extendable based on performance. CAP will act as the coordinating authority and will enter into an agreement with the selected AAI.

### 1.1. Project Background

Pakistan Customs awards licenses to Customs Agents, who serve as intermediaries between traders and Customs Officers. These agents must be well-versed in customs laws and procedures. To enhance transparency, efficiency, and alignment with international standards, the licensing examinations will be outsourced to an AAI under the supervision and coordination of CAP, acting on behalf of FBR.

### 1.2. Locations for Examinations

Examinations will be conducted simultaneously in the following cities:

- Islamabad
- Lahore
- Peshawar
- Karachi
- Quetta

### 1.3. Tentative Scope of Work

#### **Federal Board of Revenue (FBR) – Procuring Agency**

- Conduct procurement process for selection of the AAI.
- Approve agreement entered into by CAP with the AAI.
- Oversight of the project and ensure compliance with government rules/policies and international standards.
- Develop modality for collection of fee from the candidates.

#### **Responsibilities of CAP**

- Enter into an agreement with the AAI for implementation of the contract, extendable based on performance.
- Supervise and monitor the performance of the AAI.
- Handle all litigation matters arising from the process.

- Provide the AAI with the list of eligible candidates after scrutiny by the licensing authorities.
- Provide support for development of future training/ examination modules (e.g., WeBOC/PSW).

### **Responsibilities of the AAI:**

- Receive and process applications, as verified by the eligibility list provided by CAP through licensing authority.
- Issue electronic application/roll number slips to the validated applicants.
- Develop and maintain a secure, user-friendly examination portal for applicants i.e. communication, grievance redressal, result management etc.
- Prepare and publish advertisements for examinations in coordination with CAP, ensuring alignment with Customs Agents Rules, 2001 (as amended) and SRO 2071(I)/2024.
- Issue digital roll number slips via email/SMS with secure download options.
- Manage secure result processing through OMR or equivalent technology and publish results via the portal with candidate logins.
- Ensure candidate identity verification at test centers (biometric/CNIC checks).
- Assign qualified invigilators (minimum one per 100 candidates) at all centers.
- Establish a grievance redressal cell with published contact details.
- Provide logistics and examination arrangements in the five specified cities.
- Maintain complete records of applications, documents, results, and grievances for five years after the contract.

Note: All procedures shall be conducted as per prevailing government rules/policies.

## **2. Eligibility/ Qualification Criteria:**

### **2.1. Institutional Profile**

The AAI must demonstrate:

- Capability to manage examination logistics for 1000-1500 candidates in one session.
- Recognition by HEC as a leading academic institution, preferably with strength in business, management, law or related disciplines.
- Ranking among top HEC-recognized universities and recognition by regional or international accreditation bodies.
- Proven experience in managing large-scale competitive examinations for government or multilateral clients.
- Digital infrastructure to support online application processing, secure fee handling (via CAP), and result management.
- Capacity to conduct hands-on training modules of WeBOC/PSW for the Clearing Agents, when required.
- Organizational structure with qualified staff, experienced paper setters, and trained invigilators.
- Valid NTN and legal standing (not blacklisted, no ongoing litigation).
- Undertaking on judicial paper affirming compliance with the requirements.

## **2.2. Experience:**

The AAI should provide evidence of past projects within the last five years demonstrating relevant experience, supported by agreements, contracts/MOUs of the assignment or completion certificates.

## **2.3. Human Resource Capacity:**

The AAI must show:

- List of key personnel with expertise in testing/examinations.
- CVs of professionals experienced in Customs Law, International Trade, and related procedures.

*Note: False or misleading information will result in disqualification*

## **3. Timeline for Conducting Qualification Test:**

The first examination must be conducted within 8-12 weeks after signing the agreement, extendable by the procuring agency. Subsequent annual examinations will follow Rule 91 of Customs Agents Rules, as notified through SRO 2071(I)/2024.

## **4. Mode of Payment:**

- The examination fee, paid by the candidates, will be directly remitted to CAP;
- CAP shall pay the agreed service charges to the AAI;
- FBR will not make any direct payments to the AAI.

## **5. Rights of the FBR:**

- FBR may request access to records and audit compliance at any time.
- The AAI and CAP shall ensure transparency, confidentiality, and integrity in all processes.
- If candidate turnout is lower than estimated number, no compensation beyond actual fees collected will be payable.

## **6. Language:**

All documents, reports, and communication must be in English.

## Section VI - Standard Forms

## Letter of Bid - Technical Proposal

*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]

**ITB 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]

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
- c) in accordance with ITB 3;
- d) 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;
- e) Conformity: We offer to supply in conformity with the bidding document and in accordance with the Specifications/ Terms of Reference the following Services: [insert a brief description of the Services];
- f) 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;
- g) Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- h) 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; 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;

- i) 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 ];
- j) 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;
- k) Not Bound to Accept: We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
- l) 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 Schedule.

## Letter of Bid – Financial Proposal

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".*

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

*Note: All italicized text is to help Bidders in preparing this form.*

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

**ITB 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]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

(a) **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;

(b) **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*];

(c) **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]*;

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (e) **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.

**Name of the Bidder:***\*[insert complete name of the 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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</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 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

## 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>
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 <b>beneficial ownership.</b>

# Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

MINIMUM WAGE RATE SHOULD BE STRICTLY ADHERED

MINIMUM WAGE RATE SHOULD BE STRICTLY ADHERED

Sr. No.	Activity	Unit price (inclusive of all taxes & duties etc.) in PKR per Candidate	Total Quantity	Total price (inclusive of all applicable taxes & duties etc.) in PKR	Total price (in words) in PKR
1	Conducting Licensing Examination of Customs Agents as per TORs and other provisions of bidding document.				
Total price in figures					
Total price in words					

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Details of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below: [Add details of applicable taxes and percentage so all bidders can quote equal taxes].

## Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

A bid not compliant to minimum wage rate (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.

Stamp & Signature of Bidder \_\_\_\_\_

# Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which service is required.

Service delivery schedule in weeks/months from \_\_\_\_\_

Title of Services	Delivery Schedule in Weeks
Licensing Examination of Customs Agents	The first examination must be conducted within 8-12 weeks after signing the agreement, extendable by the procuring agency. Subsequent annual examinations will follow Rule 91 of Customs Agents Rules, as notified through SRO 2071(I)/2024.

**Form of Bid Security  
(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser 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 in accordance with **ITB 45.1**.

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

# **Part II- CONDITIONS OF CONTRACT AND FORMS**

## Section VII - General Conditions of the Contract (GCC)

<b>A. General</b>	
<b>1. Definitions</b>	<p>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</p> <ul style="list-style-type: none"><li>(a) "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;</li><li>(b) "The Contract" means an agreement enforceable by law;</li><li>(c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;</li><li>(d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;</li><li>(e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;</li><li>(f) "GCC" means the General Conditions of Contract contained in this section;</li><li>(g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li><li>(h) "Day" means calendar day unless indicated otherwise;</li><li>(i) "Effective Date" means the date on which this Contract comes into force and effect;</li><li>(j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;</li><li>(k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;</li><li>(l) "Government" means the Government of Pakistan;</li><li>(m) "Local Currency" means the currency of Pakistan;</li></ul>

	<p>(n) "In Writing" means communicated in written form with proof of receipt;</p> <p>(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;</p> <p>(p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;</p> <p>(q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;</p> <p>(r) "Service" means any object of procurement other than goods or works;</p> <p>(s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.</p>
<b>2. Applicable Law</b>	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
<b>3. Language</b>	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the <b>English language</b> 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.
<b>4. Notices</b>	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
<b>5. Location</b>	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.
<b>6. Authorized Representatives / Authority of Member in charge</b>	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

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

<b>7. Effectiveness of Contract</b>	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
<b>8. Commencement of Services</b>	8.1 The Contractor 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.

<p><b>9. Program schedule</b></p>	<p>9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p>
<p><b>10. Starting Date/Expiration Date</b></p>	<p>10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>10.2 Unless terminated earlier pursuant to Clause <b>GCC 14</b> hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
<p><b>11. Entire Agreement</b></p>	<p>11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
<p><b>12. Modification</b></p>	<p>12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.</p> <p>12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.</p>
<p><b>13. Force Majeure</b></p>	<p><b>13.1 Definition</b></p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>13.2 No Breach of Contract</b></p> <p>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.</p>

**13.3 Extension of Time**

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

**13.4 Payments**

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

**14. Termination**

**14.1 By the Procuring Agency**

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

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

**14.2 By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the

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

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

**C. Obligations of the Contractor**

<p><b>15. General</b></p>	<p><b>15.1 Standard of Performance</b></p> <ul style="list-style-type: none"> <li>i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;</li> <li>ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.</li> </ul> <p><b>15.2 Law Applicable to Services</b></p> <p>The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.</p>
<p><b>16. Conflict of Interests</b></p>	<p><b>16.1 Contractor Not to Benefit from Commissions and Discounts</b></p>

	<p>The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.</p> <p><b>16.2 Contractor and Affiliates Not to be Otherwise Interested in Project</b></p> <p>The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p><b>16.3 Prohibition of Conflicting Activities</b></p> <p>Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>
<p><b>17. Insurance to be Taken Out by the Contractor</b></p>	<p>17.1 The Contractor(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, 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.</p>

<p><b>18. Contractor's Actions Requiring Procuring Agency's Prior Approval</b></p>	<p>18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) appointing such members of the Personnel not provided by the Contractor;</li> <li>(b) changing the Program of activities; and</li> <li>(c) any other action that may be specified in the SCC.</li> </ul>
<p><b>19. Reporting Obligations</b></p>	<p>19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.</p>
<p><b>20. Liquidated Damages</b></p>	<p><b>20.1 Payments of Liquidated Damages</b></p> <p>The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p><b>20.2 Correction for Over-payment</b></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.</p> <p><b>20.3 Lack of performance penalty</b></p> <p>If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor</p>
<p><b>21. Performance Guarantee</b></p>	<p>21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount <b>specified in SCC.</b></p> <p>21.2 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.</p>

	<p>21.2 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 <b>SCC</b>.</p> <p>21.3 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 <b>specified in SCC</b>.</p>
<b>22. Sustainable Procurement</b>	22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the <b>SCC</b> .

#### **D. Contractor's Personnel**

<b>23. Description of Personnel</b>	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
<b>24. Removal and/or Replacement of Personnel</b>	<p>24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.</p> <p>24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

#### **E. Obligations of the Procuring Agency**

<b>25. Change in the Applicable Law</b>	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the <b>SCC</b> .
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<p><b>26. Services and Facilities</b></p>	<p>26.1 The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.</p> <p>26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.</p>
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**F. Payments to the Contractor**

<p><b>27. Contract Price</b></p>	<p>27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.</p>
<p><b>28. Terms and Conditions of Payment</b></p>	<p>28.1 Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.</p> <p>28.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.</p>
<p><b>29. Quality Control Identifying Defects</b></p>	<p>29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.</p>
<p><b>30. Correction of Defects, and Lack of Performance Penalty</b></p>	<p>30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.</p> <p>30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will</p>

	<p>assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.</p>
<p><b>31. Settlement of Disputes Amicable Settlement</b></p>	<p>31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Further details provided in the SCC.</p>
<p><b>32. Dispute Settlement</b></p>	<p><b>Arbitration</b></p> <p>32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.</p> <p>32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with <b>GCC sub-clause 32.1</b>, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.</p> <p>32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.</p>

## Section VIII - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	<p><b>Applicable/Governing Law:</b> The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
GCC 3	<p><b>Language:</b> 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 <b>English</b>.</p>
GCC 4	<p><b>Notices:</b> <b>The addresses for the notices are:</b> The Procuring Agency: The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]</p>
GCC 5.1	<p>The locations approved by the Procuring Agency are mentioned in the scope of work.</p>
GCC 6.1	<p><b>The Authorized Representatives are:</b> <b>For the Procuring Agency:</b> <b>Name:</b> ..... <b>Designation:</b> ..... <b>Address:</b> ..... <b>For the Contractor:</b> <b>Name:</b> ..... <b>Designation:</b> ..... <b>Address:</b> .....</p>
GCC 7	<p><b>Effectiveness of the contract</b> The Contract/Agreement shall be effective within ..... days from the date of signature of the Contract by both parties.</p>
GCC 8	<p><b>Commencement of Services:</b> The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>
GCC 10	<p>10.1: Starting Date of Contract: As per GCC or <i>[Insert Date or period of days from Contract Date]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	10.2: The Expiration Date of Contract is Three Years subject to Extension of One Year on discretion of Procuring Agency subject to satisfactory performance.
GCC 14	<p><b>Termination:</b> 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 Non-Consultancy Services till the time of alternate arrangements.</p>
GCC 16	<p><b>Conflict of Interest:</b> The Procuring Agency reserves the right to determine on a case-by-case basis whether Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 16.</p>
GCC 17	<p><b>Insurance</b> to be Taken Out by the Contractor: Insurance is Not Applicable for this Contract.</p>
GCC 18	<p>Other Action requiring Procuring Agency's prior approval are:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>
GCC 20	<p><b>Liquidated Damages:</b> 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 <b>0.1%</b> to <b>10%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC 21	<p><b>Performance Guarantee:</b> The amount of performance guarantee shall be 10% of the Bidding Amount during the length of contract in the form of <b>Bank Guarantee / CDR</b> in favor of the <b>Federal Board of Revenue</b>.</p> <p>21.3 As per GCC.</p>
GCC 25.1	As per GCC

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 28	<p><b>Payment terms:</b>            No Payment will be made to the Bidder against the procured services by Federal Board of Revenue.            The Accredited institution shall collect testing fee directly from the candidates applying for examination of Licensing of Clearing Agents.</p>
GCC 28.2	<p><b>Advance Payment</b> is not applicable.</p>
GCC 29	<p><b>Identifying Defects:</b>            The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.</p>
GCC 29.1	<p><b>Principal and Modalities of Inspection of the Services</b> are;</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p><b>Defect Liability Period</b> is 15 days from the date of informing the defect to the contractor.</p>
GCC 31	<p><b>Guidance for Dispute Resolution:</b></p> <ol style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor 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.</li> <li>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> <li>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. Secretary (Finance) shall be the arbitrator. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</li> </ol>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, 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.</p> <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.</p> <p>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 contractor any monies due to the Contractor.</p> <p><b>Arbitrator’s fee:</b> The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.</p> <p><b>Rules of procedure for arbitration proceedings:</b></p> <p>Any dispute between the Authority and a contractor 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.</p> <p><b>Place of Arbitration and Award:</b></p> <p>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.</p>

## Section IX - Contract Forms

## Form of Contract

THIS AGREEMENT made the..... day of ....., 20.....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 services, viz., [brief description of the services] and has accepted a Bid by the Supplier for the supply of those 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:-

- (h) This form of Contract;
- (i) the Form of Bid and the Price Schedule submitted by the Bidder;
- (j) the Schedule of Requirements;
- (k) the Technical Specifications or Terms of Reference (TORs);
- (l) the Special Conditions of Contract;
- (m) the General Conditions of the Contract;
- (n) the Procuring Agency's Letter of Acceptance/ Notification of Award;
- (o) the Performance Security submitted by the Contractor; and
- (p) [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 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 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.

<p><b>THE FEDERAL BOARD OF REVENUE</b> through its authorized signatory</p> <p><b>Name:</b> <b>Designation:</b> <b>CNIC No.:</b></p> <p><b>M/s [INSERT NAME OF SUCCESSFUL BIDDER]</b> through its authorized signatory</p> <p><b>Name:</b> <b>Designation:</b> <b>CNIC No.:</b></p> <p>In the presence of signatures of <b>WITNESSES</b></p> <p><b>Name:</b> <b>Address:</b> <b>CNIC No.:</b></p> <p><b>Name:</b> <b>Address:</b> <b>CNIC No.:</b></p>	<p><b>SIGNATURES</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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## Performance Security (or guarantee) Form

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]

## Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) \*\*\*\*\*omitted\*\*\*

*[Name of the Contractor/ Bidder/ Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]*