



**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 2024-25, 2025-26 &  
2026-27****

Country:	Pakistan
Procurement Method	Open Competitive Bidding
Bidding Procedure	Single- Stage Two-Envelope
ITB Issuance Date	29th March, 2025
Bid Submission Date & Time	29th April, 2025 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**

***[Hiring of Accredited Academic Institution/Testing Agencies for Conducting Licensing Examination of Customs Agents for Financial Years 2024-25, 2025-26 & 2026-27]***

1. Sealed bids are invited from accredited academic institutions/testing agencies, 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 accredited institution shortlisted for conducting examination.
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 e-PADS, 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 [hasham.malik@fbr.gov.pk](mailto:hasham.malik@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 **14th April, 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/> Meeting ID: 519519 Password: 519 Date: 14-04-2025 Time: 11am
5. Encrypted electronic bids duly completed and in conformity with Bidding Documents must be uploaded on e-PADS on or before 11:00 AM dated: 29<sup>th</sup> April, 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.

6. Bids received on e-PADS will be opened publicly in the presence of bidder's representative on the same day at 11:30 am (as prescribed in Bid Data Sheet of the Bidding Document) in accordance with the provisions of Rule 36(b) of Public Procurement Rules, 2004 and terms and conditions defined in the bidding document in **Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad** on/or before 1100 hours by **29<sup>th</sup> April,2025**.
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 on/or before 1100 hours by **29<sup>th</sup> April,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.

**Hasham Khalid Malik**  
Secretary (Administration) Room 506, Fifth Floor,  
Federal Board of Revenue (HQs), Islamabad  
Email: hasham.malik@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	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the <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.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p>
	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> <ul 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</li> </ul>

		<p>the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>f. Submit more than one Bid in this Bidding process.</p>
	3.8	<p>A Bidder may be ineligible if:</p> <p>a. he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>b. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</p> <p>c. legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e. the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>f. The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them</p>
	3.9	<p>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.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
	3.11	<p>Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.</p>
4. Eligible Services	4.1	<p>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</p>

		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		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		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	<p>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:</p> <p>Section I - Invitation to Bids  Section II - Instructions to Bidders (ITBs)  Section III - Bid Data Sheet (BDS)  Section IV - Eligible Countries  Section V - Technical Specifications/ Terms of Reference  Section VI – Standard Forms</p>
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		Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions of Contract (SCC) Section IX - Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the <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	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under <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 BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:  Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

## C. Preparation of Bids

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	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14</b> and <b>15</b> ; b) Documentary evidence established in accordance with <b>ITB 13</b> that the Bidder is eligible and/or qualified for the subject bidding process; c) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b> ; d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and e) Any other document required in the <b>BDS</b> .
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 form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the services; 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; c) any other procurement specific documentation requirement as stated in the <b>BDS</b> .

	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: <ul style="list-style-type: none"> <li>a) the Bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</li> <li>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.</li> <li>c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>

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: - <ul style="list-style-type: none"> <li>i. The price of the services, and</li> <li>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.</li> </ul>
	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:

		<p>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>.</p> <p>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.</p>
	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, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the <b>BDS</b> .
	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 Bidding 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 Bidding 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> <ul style="list-style-type: none"> <li>a) if a Bidder: <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> </li> <li>b) in the case of a successful Bidder, if the Bidder fails: <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> </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, ITB 19.2 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 Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with <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.
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#### 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 <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope. b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. c) The envelopes containing the <b>ORIGINAL</b> 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

		<p>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>.</p> <p>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>.</p>
	22.5	If all envelopes are not sealed and marked as required by <b>ITB 22.2, 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 unread 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 un-opened 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

		<p>defined by the Procuring Agency in the 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</i></p>

		<p><i>Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li><i>a) Submit the number of copies of signed bids required by the invitation;</i></li> <li><i>b) Furnish required information concerning the number of its employees;</i></li> <li><i>c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></li> </ul>
	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	<p>If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency</p>

		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> <ul 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> </ul>
	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: <ul style="list-style-type: none"> <li>a) making any correction for errors pursuant to ITB 31;</li> <li>b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB 19; and</li> <li>c) making appropriate adjustments to reflect discounts or other price modifications offered.</li> <li>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;</li> <li>e) the additional evaluation factors that are specified in Evaluation and Qualification Criteria.</li> </ul>
	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	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</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</li> </ul>

		<p>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;</p> <p>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;</p> <p>d) The Procuring Agency shall not incur any liability solely by rejecting abnormally low Bid; and</p> <p>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.</p> <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	<p>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>.</p>
	36.4	<p>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.</p>
	36.5	<p>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.</p>

		<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>
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: <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	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.

39. Procuring Agency's Right to reject All Bids	39.1	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.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the 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.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance 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: <ul style="list-style-type: none"> <li>a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>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;</li> <li>c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <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 Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

### **G. Grievance Redressal & Complaint Review Mechanism**

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings
	48.4	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: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring

		Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debaring the bidder or contractor from participating in public procurements of all the procuring agencies.
	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 debaring 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> 2024-25, 2025-26 &amp; 2026-27</p> <p><b>Commencement date:</b> From the signing date of Contract.</p>
2.	2.1 & 2.2	To be deleted
3.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [02].

### Bidding Documents

4.	7.2	The number of documents to be completed and returned is <b>one original and one copy</b> .
5.	8.1	The address for clarification of Bidding Documents is [Room 506, Fifth Floor, Federal Board of Revenue (FBR) HQ, Islamabad]
	8.5	<p><b>Pre-bid meeting will be held as per following schedule:</b></p> <p>Meeting Link: <a href="https://vlc.fbr.gov.pk/meeting/">https://vlc.fbr.gov.pk/meeting/</a></p> <p>Meeting ID: 519519 Password: 519</p> <p>Date: 14-04-2025 Time: 11am</p>

### Preparation of Bids

6.	10.1	The Language of all correspondences and documents related to the Bid is: <b>English</b>
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7.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: <i>Not applicable.</i>
8.	11.2 (b)	Characteristics: <i>Not applicable</i>
9.	11.1 (h)	In addition to the documents stated in <b>ITB 11</b> , the following documents must be included with the Bid: <i>Not Applicable.</i>
10.		
11.	12.3 (c)	Other procurement specific documentation requirements are: <i>Not applicable.</i>
12.	12.4	Services parts required for: <i>Not applicable.</i>
13.	13.3 (a)	The qualification criteria required from Bidders is modified as follows: <i>in accordance with evaluation criteria given in <b>Statement of Requirements and Technical Specifications.</b></i>
14.	16.1 (a)	The currency of the Bid shall be: <b>PKR</b>
15.	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.
16.	17.1	The Bid Validity period shall be: <b>120 Days.</b>
17.	18.1	The amount of Bid Security shall be: <b>200,000/-</b> The currency of the Bid Security shall be: <b>PKR</b>
18.	18.3	The Bid Security shall be in the form of: <b>Pay Order/Demand Draft / Call Deposit Receipt or Bank Guarantee.</b>
19.	18.3 (c)	Other forms of security are: <b>Not Applicable</b>
20.	19.1	Alternative Bids to the requirements of the Bidding Documents <b>will not</b> be permitted.
21.	21.1	The number of copies of the Bid to be completed and returned shall be <b>one (01) hard/ printed and soft copy in the USB.</b>
22.	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

		<p>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.</p> <p>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.</p>
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### Submission of Bids

23.	22.2 (a)	<p>Bid shall be submitted to:</p> <p><b>Room No. 506, FBR Headquarters, Opposite Supreme Court, Constitution Avenue, G-5/2, G-5, Islamabad</b></p>
24.	22.2 (b)	<p>Title of the subject Procurement: <i>Hiring of Accredited Institution for Conducting Licensing Examination of Customs Agents for Financial Years 2024-25, 2025-26 &amp; 2026-27</i></p>
25.	23.1	<p>The deadline for Bid submission is:</p> <p>a) Day : [Tuesday]  b) Date: [29<sup>th</sup> April, 2025]  c) Time: [11:00 AM]</p>

### Opening and Evaluation of Bids

26. 1	<p>The Bid opening shall take place at:</p> <p><b>29<sup>th</sup> April, 2025 at 11:30 am</b>  <b>Room 358, 3<sup>rd</sup> Floor, FBR House, Constitution Avenue, G-5, Islamabad</b></p>
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>
33. 2	<p>Criteria to Bid evaluation.</p> <p>Evaluation Techniques: Quality 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, read with Procurement of Consulting Services, 2010 bids will first undergo technical evaluation, 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 testing agencies, the criteria provided in **Table 1** will apply. Testing agencies are requested to provide accurate information and supporting evidence to ensure fair marking in the technical evaluation.

<b>Table 1. Technical Proposal Evaluation Criteria</b>	<b>Marks</b>
<p><b>1. Firm/Institution Profile</b> (Number of years since inception, number of employees, financial soundness, ranking):</p> <p><b>a. Inception for the last three decades: 03 marks</b></p> <p>In last ten years = 1 marks            In last 15 years = 1.5 mark            In last 20 years = 2 marks            Over 20 years = 3 marks</p> <p><b>b. Financial Soundness: 03 marks</b></p> <p>Average annual turnover of last three years from related business:</p> <p>Up to 10 million PKR= 1 mark            From 10 to 20 million PKR = 1.5 mark            From 20 to 30 million PKR = 2 marks            Above 30 million PKR = 3 marks</p> <p><b>c. Registration with HEC: 02 marks</b></p> <p><b>d. Ranking: (07 Marks)</b></p>	<p><b>20</b></p>

<p><b>800</b></p>	<p>Among the top 800 of QS World University ranking: 03marks</p> <p>Among top 500 of QS Asia Ranking = 02 marks</p> <p>Top 50 of HEC ranking: 02 Marks</p> <p><b>e. ISO Standardization for Test Administration and Academic Excellence ( 03 marks)</b></p> <p><b>f. Meeting Requirement of Global Test Centre Ratings and Quality Matrics; Recognition by ETS,GMAC, Pearson etc (02 Marks)</b></p>	
	<p><b>2. Experience in Conducting Written Tests for Government Organizations with a Minimum of 200 Candidates in the last 5 years = 15 marks</b></p> <p><b>Experience in Conducting Written Tests/acting as Testing Centre for Multinational Organizations with a Minimum of 200 Candidates in last 5 years = 05 marks</b></p> <p><i><b>Note:</b> One mark 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>	<p><b>20</b></p>
	<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. Invigilator per candidates (05 marks)</b></p>	<p><b>20</b></p>

	<p>1 invigilator per 30 candidates = 05marks  1 invigilator per 50 candidates = 04 marks  1 invigilator per 70 candidates = 03 marks</p> <p><b>b. Paper-setters with subject knowledge of Pakistan Customs Act/Rules/International Trade: (05 marks)</b>  Yes = 05 marks  No = 0 marks</p> <p><b>c. In-house website developers and managers: (05 marks)</b>  Yes = 5 marks  No = 0 marks</p> <p><b>d. Security apparatus to manage examination process: (05 marks)</b>  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>	
	<p><b>4.Capacity to conduct examination at the Federal and Provincial Capitals</b>  Two marks for federal capital and two marks for each provincial capital</p>	<b>10</b>
	<p><b>5. Quality of Technical Proposal ( Fair efficient and technologically responsive Testing Methodology, and Sample Test Quality)</b></p> <ul style="list-style-type: none"> <li>a. Development of able and available website: 05 marks</li> <li>b. Alternate payment methods: 02 marks</li> <li>c. Grievance redressal mechanism:02 marks</li> <li>d. Security and power backup at the test centers: 02 marks</li> <li>e. Customer’s review/completion certificates: 02 marks</li> </ul>	<b>20</b>

	<p>f. Quality of sample papers: 05 marks</p> <p>g. 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>	
	<b>Total</b>	<b>90</b>
	<p>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.</p>	
<b>34.1</b>	Domestic preference not applicable.	

#### Award of Contract

<b>30.</b>	<b>40.1</b>	Percentage for quantity increase or decrease is <b>[insert percentage]</b> .
<b>31.</b>	<b>43.1</b>	The Performance Security (or guarantee) shall be: <b>10% of the Bidding Amount ( the amount shall be withheld to the satisfaction of the procuring agency)</b>
<b>32.</b>	<b>43.2</b>	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 valid for a period of sixty (60) days beyond the expiry/ completion of contract period.</i>
<b>33.</b>	<b>44.1</b>	The Advance Payment if essential shall be limited to: <b>Not Applicable.</b>
<b>34.</b>	<b>44.2</b>	Maximum amount of Advance payment shall be: <b>Not Applicable.</b>
<b>35.</b>	<b>45.1</b>	Arbitrator shall be appointed by mutual consent of the both parties.

#### Review of Procurement Decisions

<b>36.</b>	<b>49.1</b>	The address of the Procuring Agency <b>FBR (HQ), Constitution Avenue G-5 Islamabad</b>
		The Address of PPRA to submit a <b>copy</b> 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) is looking for hiring services of an HEC recognized Accredited academic institution for three (03) years to conduct annual examination for Licensing of Customs Agents, as outlined below. The Testing Agency will quote the Service Charges per candidate for processing tests of applicants as described below. Payments for these outsourced services (Service Charge) will be made after fulfilling following evaluation criteria:

### **1.1. Project Background for Examination for Licensing of Customs Agents:**

Pakistan Customs is responsible for awarding licenses to Customs Agents, who act as intermediaries between traders and Customs Officers. These agents must be well-versed with all relevant legal provisions and procedures. To enhance the competitiveness and international accreditation of the licensing process, amendments have been made to the rules to ensure a transparent and efficient selection process through outsourcing annual examinations. The Federal Board of Revenue (FBR) now aims to further improve the Customs Agent regime by engaging a professional testing service to provide the necessary support for conducting these examinations.

Locations for Conducting Test.

### **1.2. Locations for conducting examinations will be:**

- Islamabad
- Lahore
- Peshawar
- Karachi
- Quetta

Note: The tests will be conducted on the same day/time at all stations.

### **1.3. Tentative Scope of Work**

In collaboration with FBR, preparation of efficient testing material to be executed from time to time for selection of the suitable candidate(s) to award license to Custom Agents by taking following points into consideration by the selected testing service provider;

- i. Preparation of Advertisement for conducting examination of the candidates enlisting qualification criteria in accordance with Customs Agents Rules,2001;
- ii. Develop and maintain a user-friendly, secure, and scalable website dedicated to the licensing examination;
- iii. Facilitate online collection of applications with mandatory fields for candidate details, educational qualifications, and relevant documents;
- iv. Issue digital roll number slips via email and SMS, with download options from the official website and provide digital tracking and tracing for communication, including exam

- updates, venue details, and results;
- v. Implement secure online payment gateways for application fee submission, with alternate delivery channels (e.g., mobile banking, EasyPaisa, JazzCash);
  - vi. Generate system-generated acknowledgments for submitted applications.
  - vii. Ensure submission of Higher Education Commission (HEC)-verified bachelor's degree or equivalent qualification by the candidates;
  - viii. In case of provisional license holders, ensure that Directors/proprietors and not the employee of the registered Clearing Agent Company appears for examination;
  - ix. Assign a minimum of one invigilator for every 100 candidates at examination centers;
  - x. Implement strict identity verification protocols at test centers, e.g. biometric verification and original CNIC checking;
  - xi. Use Optical Mark Recognition (OMR) technology to ensure accurate and efficient result processing and publish results on the official website with secure login options for candidates to access their individual scores;
  - xii. Establish a dedicated grievance redressal cell to address candidate queries and complaints promptly and publish the contact details of grievance officers (phone numbers and email addresses) on the official website.
  - xiii. Logistics for the written test to be conducted in five cities: Islamabad, Karachi, Lahore, Peshawar, and Quetta, including travel, boarding, lodging for faculty, invigilators and support staff, and arrangements for examination halls;
  - xiv. Sharing all details with procuring agency;
  - xv. Maintaining record of the candidates (application, documents, written test sheets and any grievances) till 5 years after completion of the contract.

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

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

Following are the details/ pre-requisites on the basis of which Testing Service Provider/ Accredited institution shall be prequalified:

### **2.1. Institutional Profile**

The institution should provide information regarding;

- a) Demonstrated capability in handling examination logistics for over 500 candidates in a single session.
- b) Registration with the professional body e.g HEC and recognized as a leading academic institution;
- c) Must be Ranked among the top 25 HEC ranking, or top 500 universities in Asia as per latest QS Asia University ranking, or top 800 QS World Universities Ranking or equivalent of the ranking yardstick established by the Committee of FBR;
- d) Accredited to conduct standardized international tests/ recognized as test centres for tests such as SAT, GMAT, GRE, or equivalent assessments;
- e) Proven experience in conducting large-scale, competitive examinations for government or multinational clients;
- f) Availability of state-of-the-art digital infrastructure for online application, payment

systems, and secure result processing.

- g) Ability to conduct hands-on module of WeBOC/PSW as and when required for future purposes;
- h) Covering Letter which should contain the detail of power of attorney;
- i) National Tax Number (NTN);
- j) Undertaking by the Testing Services Provider/ Educational Institution on a judicial paper, that it has not been blacklisted by any Government Agency/ Authority nor is under any litigation;
- k) Detailed description of the Profile by providing its organizational structure, list of permanent staff, number of invigilators, qualified paper setters with subject knowledge of Customs Law and Procedures etc.

## **2.2. Experience:**

Firm/ Company/ Institution should provide information regarding;

- a) Relevant experience in the subject field of conducting examination by submitting the detail of relevant projects undertaken in the past (05 years) along with the completion certificate issued by service awarding institution.

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

- a) List of key personnel employed with agency having expertise in Testing Services having requisite experience in Public Sector Organization for selection of suitable candidates.
- b) CVs of key personnel who have experience for the conducting examination in Laws, International Trade and Procedures.

## **2.4. Institutional Capabilities:**

- a) Capacity to conduct paper-based tests for around 1500-2000 Candidates in all Provincial Capitals and Federal Capital.

**Note:** Any misinformation, false and forged statement will lead to Disqualification from being pre-qualified and any other action as per relevant national laws.

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

The bidder that is awarded the contract is required to conduct the first examination within 6-8 weeks after selection of the successful bidder. However, the annual examination will be conducted as per Rule 91 of Custom Agents Rule notified through SRO 2071(I)/2024 dated 24th December,2024.

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

The Accredited institution shall collect testing fee directly from the candidates applying for examination of Licensing of Clearing Agents.

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

- i. FBR shall not pay any additional payment except the examination fee collected by the Accredited institution at their own.
- ii. The institution shall maintain all records for payments and FBR may require it to produce such record.
- iii. In case the turn-over of candidates is lesser than the one mentioned in 5.1.4. of Section III, FBR will not pay the differential of the estimated amount.
- iv. The accredited institution/testing agency shall maintain integrity and confidentiality of the tests and results all level, and FBR may require any information at any time.

**6. Language:**

All documents should 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 the beneficial ownership.

## Bidder's JV Members Information Form

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

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

### **Priced Activity Schedule**


*(Format the table according to requirement.)*

**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)**

### **1. General Provisions**

#### **1.1. Definitions**

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

- a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- g) “Employer” means the Procuring Agency who employs the Service Provider
- h) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- i) “GCC” means these General Conditions of Contract;
- j) “Government” means the Federal Government of Pakistan;
- k) “Local Currency” means Pak Rupee (PKR);
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

- m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) “Service Provider” is the Supplier, a person or corporate body, whose Bid to provide the Services has been accepted by the Employer;
- p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.
- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendix A**; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2. Applicable Law** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

**1.3. Language** This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4. Notices** 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**.

**1.5. Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

- 1.6. Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the **SCC**.
- 1.7. Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.
- 1.8. Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1. Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2. Commencement of Services**
- 2.2.1 Work Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3. Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4. Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5. Force Majeure**

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

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar 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.

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

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider 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.

## **2.6. Termination**

**2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or

- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after

the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

**2.6.3 Suspension of Payment** If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the foreign Personnel.

### **3. Obligations of the Service Provider**

**3.1. General** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2. Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider 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

**Commissions and Discounts.**

the discharge of their obligations under the Contract, and the Service Provider 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.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

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

**3.2.3 Prohibition of Conflicting Activities**

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

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC.**

**3.3. Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

**3.4. Insurance to be Taken Out by the Service Provider**

The Service Provider (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 Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5. Service Provider's Actions Requiring Employer's**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,

- Prior Approval**
- (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
  - (c) changing the Program of activities; and
  - (d) any other action that may be **specified in the SCC**.
- 3.6. Reporting Obligations**
- The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7. Documents Prepared by the Service Provider to Be the Property of the Employer**
- All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.8. Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages**
- The Service Provider shall pay liquidated damages to the Employer 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 Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- 3.8.2 Correction for Over-payment**
- If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.8.3 Lack of performance penalty**
- If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.
- 3.9. Performance Security**
- The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The

performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

#### **4. Service Provider's Personnel**

- 4.1. Description of Personnel** of The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2. Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Employer 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 Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
  - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. Obligations of the Employer**

- 5.1. Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2. Change in the Applicable Law** 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 Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3. Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

#### **6. Payments to the Service Provider**

- 6.1. Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2. Contract Price** (a) The price payable in Pak Rupees (PKR).  
(b) The price payable in foreign currency is set **forth in the SCC**.
- 6.3. Payment for Additional Services** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4. Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Any payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5. Interest on Delayed Payments** If the Employer has delayed payments beyond **fifteen (15) days** after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6. Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the **cost of inputs only** if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the payment amounts due.  
6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 6.7. Dayworks** 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.  
6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.  
6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1. Identifying Defects

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

### 7.2. Correction of Deficiencies, and Non-Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- (b) Every time notice a Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Employer's notice, the Employer will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non- Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1. Amicable Settlement

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

### 8.2. Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision.

If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

## Section VIII - Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a)</b>	The Adjudicator is _____
<b>1.1(e)</b>	The contract name is <i>Conducting Examination for the Clearing Agents by Accredited Academic Institution</i>
<b>1.1(h)</b>	The Employer is <i>Federal Board of Revenue</i>
<b>1.1(m)</b>	The Member in Charge is <i>Member Customs(Operations)</i>
<b>1.1(p)</b>	The Service Provider is <i>Accredited Academic Institution</i>
<b>1.2</b>	The Applicable Law is : <i>Customs Agents Licensing Rules,2001</i>
<b>1.3</b>	The language is <i>English</i>
<b>1.4</b>	The addresses are: Employer: _____ Attention: _____ Tel: _____ Email: _____  Service Provider: _____ Attention: _____ Tel: _____ Email: _____
<b>1.6</b>	The Authorized Representatives are: For the Employer: _____ For the Service Provider: _____
<b>2.1</b>	The date on which this Contract shall come into effect is _____.
<b>2.2.2</b>	The Starting Date for the commencement of Services is _____.
<b>2.3</b>	The Intended Completion Date is _____.
<b>3.2.3</b>	Activities prohibited after termination of this Contract are: _____ _____
<b>3.4</b>	The risks and coverage by insurance shall be:

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	(i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer’s liability and workers’ compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
<b>3.5(d)</b>	The other actions are _____.]
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: _____
<b>3.8.1</b>	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
<b>3.8.3</b>	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: _____
<b>6.2(a)</b>	The amount in Pak Rupees is _____.
<b>6.2(b)</b>	The amount in foreign currency is _____.
<b>6.4</b>	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:               <ul style="list-style-type: none"> <li>➤ _____ (indicate milestone and/or percentage) _____</li> <li>➤ _____ (indicate milestone and/or percentage) _____ and</li> <li>➤ _____ (indicate milestone and/or percentage) _____</li> </ul> </li> </ul> Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.
<b>6.5</b>	Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	The interest rate is _____.
<b>6.6.1</b>	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;"><math>A_L</math> is _____</p> <p style="padding-left: 40px;"><math>B_L</math> is _____</p> <p style="padding-left: 40px;"><math>C_L</math> is _____</p> <p style="padding-left: 40px;"><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p style="padding-left: 40px;"><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;"><math>A_F</math> is _____</p> <p style="padding-left: 40px;"><math>B_F</math> is _____</p> <p style="padding-left: 40px;"><math>C_F</math> is _____</p> <p style="padding-left: 40px;"><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p style="padding-left: 40px;"><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
<b>8.2.3</b>	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____
<b>8.2.4</b>	The arbitration procedures of _____ will be used
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is _____

## **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;
- (l) the Special Conditions of Contract;
- (m) the General Conditions of the Contract;
- (n) the Procuring Agency’s Letter of Acceptance; and
- (o) [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.

Signed, sealed, delivered bythe (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered bythe (for the Procuring Agency)

Witness to the signatures of the Supplier: .....

**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]