



# **BIDDING DOCUMENTS**

## ***AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR (Three years from authorization)***

**For**

**FEDERAL BOARD OF REVENUE  
(FBR)**

**(National Competitive Bidding)**



**Revenue Division  
Government of Pakistan**

**March, 2025**



## **PART-A – BIDDING PROCEDURE & REQUIREMENTS**

### **Section I - Invitation to Bids**

### **Section II- Instructions to Bidders (ITB)**

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

### **Section III- Bid Data Sheet (BDS)**

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

### **Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

### **Section V - Scope of Work, Technical Specifications, Schedule of Requirements**

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

### **Section VI - Standard Forms**

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

## **PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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

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

### **Section VIII - Special Conditions of Contract (SCC)**

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

### **Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of Contract. The forms for **Performance Guarantee** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before award of contract.

#### **Integrity Pact**



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



# **PART-A: BIDDING PROCEDURE & REQUIREMENTS**



## **SECTION I: Invitation to Bids**



## **AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR**

### **Invitation to Bids**

1. Sealed bids are invited from firms/entities, registered with PPRA on E-PADS as vendors and with Income Tax and Sales Tax Departments, and included in Active Taxpayer's List of FBR. The vendor must provide a fully integrated turnkey Video Analytics System, ensuring:
  - a. High-accuracy computer vision-based object detection (accuracy of 99%) for cotton bale counting.
  - b. Real-time data capture, processing, and reporting for tax enforcement purposes.
  - c. Seamless integration with FBR's monitoring platforms.
  - d. Remote access capabilities for FBR officials, with secured data transmission.
2. The Federal Board of Revenue now invites sealed bids from eligible authorized vendors for the deployment of a turnkey video analytics system for production counting in the Textile sector. Vendors are required to provide indicative pricing for all components in accordance with the specifications provided in this document. Additionally, the vendor must conduct a testing demonstration at a FBR designated site to validate their system's operational capability and compliance with technical and functional requirements.
3. Bidding documents are available on e-PADS and FBR/PPRA Websites i.e. <https://www.ppra.gov.pk> & <https://www.fbr.gov.pk/> and can be downloaded free of cost. Encrypted electronic bids duly completed and in conformity with Bidding Documents must be submitted online on e-Pak Acquisition and Disposal System (e-PADS) website by **11 AM, 8<sup>th</sup> May, 2025**.
4. The instant procurement for authorized vendors for installation and maintenance of video analytics system is being carried out under PPRA Ordinance, 2002 (including Section 2(1)) read with Public Procurement Rules, 2004. Furthermore, procurement structure has been designed keeping in view the Rule 4 and other relevant provisions under PPR, 2004 including but not limited to provisions as referred at Rule 15, Rule 21, Rule 29 and the rules connected thereto. The translation of the relevant provisions of PPR, 2004 into procurement design/structure has been made part of the instant bidding document
5. The procurement process for this RFP shall follow a **Single Stage bidding procedure** with **two pre-bid meetings**:
  - a. Pre-bid meeting 1, to clarify vendor and industry queries, will take place on **10am, 11<sup>th</sup> April 2025, at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad**.  
The bidders who wish to join the meeting virtually can join by using the following link [Meeting Link: <https://vlc.fbr.gov.pk/meeting/> Meeting ID: 510510 Password: 510 Date: 11-04-2025 Time: 10am]
  - b. Pre-bid meeting 2, so vendors may present their preliminary solutions for feedback, in line with conditions mentioned in clause 1 of Invitation to Bid, will take place on 10am, 18<sup>th</sup> April 2025. at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad.



The bidders who wish to join the meeting virtually can join by using the following link [Meeting Link: <https://vlc.fbr.gov.pk/meeting/> Meeting ID: 510510 Password: 512 Date: 18-04-2025 Time: 10am]

6. The **authorized vendor(s)** will install the Video Analytics system and would be authorized to charge from the manufacturer as per agreed arrangement between vendor and manufacturer
7. All bids must be accompanied by a Bid Security in an acceptable form in the amount of *PKR 1,000,000*, only or equivalent amount in any freely convertible currencies in case of foreign Bidders.
8. 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.
9. To ensure clarity and address any questions from prospective bidders regarding the procurement process, technical specifications, and requirements, a **pre-bid meeting** will be organized. Attendance is encouraged for all interested parties to facilitate a better understanding of the project scope and deliverables including clarification of technical specifications and Q&A session to address bidder queries.
10. The original bid along with 1 original 2 certified copy(s), properly filled in, and enclosed in sealed envelope(s) must be delivered to the address, **Room 506, Fifth Floor, Floor, FBR House, Constitution Avenue, G-5, Islamabad, by 11 AM, 8th May, 2025**. The bids shall be opened on the same day & date i.e. at 11:30 AM promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening **at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad**.
11. 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

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## **SECTION II: INSTRUCTION TO BIDDERS (ITBs)**

## A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The FBR (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM as specified in the BDS and <b>Section V - Technical Specifications &amp; Schedule of Requirements</b> . The successful Bidders will be expected to supply and install within the specified period and timeline(s) as stated in the <b>BDS</b> .
	1.2	Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).
<b>2. Source of Funds</b>	2.1	Source of funds is referred in of Bid Data Sheet (BDS).
<b>3. Eligible Bidders</b>	3.1	<p>The Invitation to Bids is open to i.e. association of firms/companies/sole proprietor/ general order service providers, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.), except as provided hereinafter. Public sector or Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</p> <p>In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.</p>
	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 FBR.
	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 FBR and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers/distributors subject to any provisions of incorporation or licensing/regulatory requirements issued by the respective national/provincial 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 FBR 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 FBR to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the FBR regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> </ul>
	3.8	A Bidder may be ineligible if –

		<ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</li> <li>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</li> </ul>
	3.9	Bidders shall provide to the FBR evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the FBR, as the FBR shall reasonably request.
<b>4. Eligible Information Systems</b>	4.1	<p>For the purposes of these Bidding Documents, the Information System means all:</p> <ul style="list-style-type: none"> <li>a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and</li> <li>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance,</li> </ul>

		repair, and other services necessary for proper operation of the Information System to be provided by the successful Bidder and as specified in the Contract.
	4.2	All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section IV titled as “Eligible Countries”.
	4.3	For purposes of this Clause, “origin” means the place where the goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the bidder that supplies and install the Information System shall not determine the origin of the goods.
	4.5	To establish the eligibility of the Goods and Services making Information System, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the <b>BDS</b> , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid.
<b>5. One Bid per Bidder</b>	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.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FBR shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. BIDDING DOCUMENTS

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

	8.2	The FBR 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 21.1</b> .
	8.3	Copies of the FBR'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 FBR 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 <b>in the 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 <b>in the 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 FBR 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.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The FBR will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the FBR adequate notice of a proposed visit of at least seven (07) days. Alternatively, the FBR may organize a site visit or visits concurrently with the pre-bid meeting, as

		specified in the BDS for <b>ITB Clause 8.5</b> . Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
<b>9. Amendment of Bidding Documents</b>	9.1	Before the deadline for submission of Bids, the FBR 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 FBR. The FBR shall promptly publish the Addendum at the FBR'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 FBR may, at its discretion, extend the deadline for the submission of Bids:  Provided that the FBR 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**

<b>10. Language of Bid</b>	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 FBR shall be written in the English language unless otherwise 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.
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<p><b>11. Documents Constituting the Bid</b></p>	<p>11.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid completed in accordance with <b>ITB 14 and 15;</b></li> <li>b) Details of the Sample(s) where applicable and requested in the <b>BDS.</b></li> <li>c) Documentary evidence established in accordance <b>with ITB 13</b> that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with <b>ITB 13.3(a)</b> that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the bidder is not the manufacturer of those goods and service making Information System;</li> <li>e) Documentary evidence established in accordance with <b>ITB 12</b> that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents;</li> <li>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 16;</b></li> <li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>h) Any other document required in the <b>BDS.</b></li> </ul>
<p><b>12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents</b></p>	<p>12.1</p>	<p>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 goods and services related to the information system which the Bidder proposes to deliver.</p>
	<p>12.3</p>	<p>The documentary evidence of conformity of the goods and services related to the Information Systems to the Bidding</p>

		<p>Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</p> <p>b) an item-by-item commentary on the FBR’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</p>
	12.4	<p>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 FBR 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 FBR’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
	12.6	<p>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.</p>
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	<p>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.</p>
	13.2	<p>The documentary evidence of the Bidder’s eligibility to Bid shall establish to the satisfaction of the FBR that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section IV titled as “Eligible Countries”.</p>
	13.3	<p>The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of FBR that:</p>

		<p>a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the information system in Pakistan;</p> <p>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract,</p> <p>c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Bidder’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<b>14. Form of Bid</b>	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.
<b>15. Bid Validity Period</b>	15.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline prescribed by the FBR. A Bid valid for a shorter period shall be rejected by the FBR 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.
	15.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the FBR 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 16</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 16</b> in all respects.
<b>16. Bid Security or Bid Securing Declaration</b>	16.1	Pursuant to <b>ITB 11</b> , 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 specified in <b>BDS</b> and Invitation to Bid in the

		currency specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	16.2	The Bid Security or Bid Securing Declaration is required to protect the FBR against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 16.9</b> .
	16.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <p>a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the FBR and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;</p> <p>b) a cashier's or certified cheque; or</p> <p>c) another security if indicated in the <b>BDS</b></p>
	16.4	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 FBR prior to the Bid submission.
	16.5	The Bid Security shall be payable promptly upon written demand by the FBR in case any of the conditions listed in <b>ITB 16.9</b> are invoked.
	16.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 16.1 or 16.3</b> shall be rejected by the FBR as non-responsive, pursuant to <b>ITB 29</b> .
	16.7	<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 FBR pursuant to <b>ITB 15</b>. The FBR shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the Bid Security;</p> <p>(b) the entry into force of a procurement contract and the provision of a performance guarantee, for the</p>

		<p>performance of the contract if such a guarantee is required by the Bidding documents;</p> <p>(c) the rejection by the FBR of all Bids;</p> <p>(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.</p>
	16.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 39</b> , or furnishing the performance guarantee, pursuant to <b>ITB 40</b> .
	16.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <p>i) withdraws its Bid during the period of Bid Validity as specified by the FBR, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 15.2</b>; or</p> <p>b) in the case of a successful Bidder, if the Bidder fails:</p> <p>i) to sign the contract in accordance with <b>ITB 39</b>; or</p> <p>ii) to furnish performance guarantee in accordance with <b>ITB 40</b>.</p>
<b>17. Alternative Bids by Bidders</b>	17.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 17.2</b> shall prevail.
	17.2	When alternative schedule for supply and installation of Information System 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 Information System.
	17.3	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 FBR, including technical specifications and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements shall be considered by the FBR.
<b>18. Withdrawal, Substitution, and Modification of Bids</b>	18.1	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.
	18.2	Bids requested to be withdrawn in accordance with <b>ITB 18.1</b> shall be returned unopened to the Bidders.
<b>19. Format and Signing of Bid</b>	19.1	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 Procedure, the Bid shall include only the copies of technical proposal.
	19.2	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.
	19.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

## D. SUBMISSION OF BIDS

<p><b>20. Sealing and Marking of Bids</b></p>	<p>20.1</p>	<p>In case of Single Stage 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.</p> <p><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></p>
	<p>20.3</p>	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a) be addressed to the FBR at the address provided in the Bidding Data;</li> <li>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data and pursuant to <b>ITB 21.1</b>.</li> <li>c) In addition to the identification required in Sub- Clause 19.2 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 <b>ITB 22</b>.</li> </ul>
	<p>20.4</p>	<p>If all envelopes are not sealed and marked as required by <b>ITB 20.2, ITB 20.3</b> and <b>ITB 20.4</b> or incorrectly marked, the FBR will assume no responsibility for the misplacement or premature opening of Bid.</p>
<p><b>21. Deadline for Submission of Bids</b></p>	<p>21.1</p>	<p>Bids shall be received by the FBR no later than the date and time specified in the <b>BDS</b>.</p>
	<p>21.2</p>	<p>The FBR 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 FBR and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p>
<p><b>22. Late Bids</b></p>	<p>22.1</p>	<p>The FBR shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 21</b>.</p>
	<p>22.2</p>	<p>Any Bid received by the FBR after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>
<p><b>23. Withdrawal, Substitution, and</b></p>	<p>23.1</p>	<p>A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal,</p>

<b>Modification of Bids</b>		substitution, or modification is received by the FBR prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	23.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB 19 and ITB 20 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL” as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	23.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	23.4	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	23.5	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 23.

## E. OPENING AND EVALUATION OF BIDS

<b>24. Opening of Bids</b>	24.1	The FBR 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.
	24.2	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.
	24.3	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.
	24.4	Next, outer envelopes marked “MODIFICATION” shall be opened. No 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
	24.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, 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 FBR may consider appropriate, will be announced by the Procurement Evaluation Committee.
	24.6	The envelopes holding the 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 FBR may consider appropriate.
	24.7	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.
	24.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the FBR against any claim or failure to read out the correct information contained in the Bidder’s Bid.
	24.9	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 22.</b>
	24.10	The FBR 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.
	24.11	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.
	24.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
<b>25. Confidentiality</b>	25.1	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.
	25.2	Any effort by a Bidder to influence the FBR processing of Bids or award decisions may result in the rejection of its Bid.
	25.3	Notwithstanding <b>ITB 25.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the FBR 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.
<b>26. Clarification of Bids</b>	26.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the FBR may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the FBR shall not be considered.
	26.2	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 Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the FBR in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	26.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>
	26.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the FBR 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.
<b>27. Preliminary Examination of Bids</b>	27.1	<p>Prior to the detailed evaluation of Bids, the FBR will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the FBR in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The FBR's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	27.2	<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> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>b) limits in any substantial way, inconsistent with the Bidding Documents, the FBR's rights or the Bidders obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	27.3	<p>The FBR will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>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>
	27.4	<p>The FBR 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><b>Explanation:</b> 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</p>

		<p><i>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 FBR 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 FBR. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p><i>(a) Submit the number of copies of signed bids required by the invitation;</i></p> <p><i>(b) Furnish required information concerning the number of its employees;</i></p> <p><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></p>
	27.5	<p>Provided that a Technical Bid is substantially responsive, the FBR 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>
	27.6	<p>If a Bid is not substantially responsive, it will be rejected by the FBR and may not subsequently be evaluated for complete technical responsiveness.</p>
<b>28. Examination of Terms and Conditions; Technical Evaluation</b>	28.1	<p>The FBR 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>
	28.2	<p>The FBR shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 20</b>, to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.</p>

	28.3	If after the examination of the terms and conditions and the technical evaluation, the FBR determines that the Bid is not substantially responsive in accordance with <b>ITB 27</b> , it shall reject the Bid.
<b>29. Evaluation of Bids</b>	29.1	The FBR shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 27</b> .
	29.2	In evaluating the Technical Proposal of each Bid, the FBR shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	29.3	In evaluating the Bidders, the evaluation committee will, in addition to the technical specifications, take account of one or more of the following factors as specified in the <b>BDS</b> <ul style="list-style-type: none"> <li>a) Delivery schedule offered in the Bid;</li> <li>b) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</li> <li>c) the projected operating and maintenance costs during the life of the equipment;</li> <li>d) the performance and productivity of the equipment offered; and/or</li> <li>e) other specific criteria indicated in the Technical Specifications.</li> </ul>
<b>30. Domestic Preference</b>	30.1	If the <b>BDS</b> so specifies, the FBR will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>31. Determination of Most Advantageous Bid</b>	31.1	In case where the FBR 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.

	31.2	<p>FBR would evaluate bids based on quality of overall bid as stated in this RFP document</p> <p>In case there are a large number of qualifying bidders, FBR reserves the right to limit the number of vendors based on market response, quantum of production lines/manufacturers, etc.</p> <p>FBR reserves right to limit / define number of licenses</p> <p>General provisions of PPRA rules state:</p> <p>(h) “most advantageous bid” means,-</p> <p>(i) a bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposals document; and</p> <p>(ii) evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority;</p>
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## F. AWARD OF CONTRACT

<p><b>32. Criteria of Award</b></p>	<p>32.1</p>	<p>Subject to <b>ITB 33</b>, the FBR will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents, provided that such Bidder has been determined to be:</p> <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>
<p><b>33. Negotiations</b></p>	<p>33.1</p>	<p>Negotiations may be undertaken with the responsive bidders relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) delivery arrangements;</li> <li>(e) the methodology for provision of related services; or</li> <li>(f) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	<p>33.2</p>	<p>Where negotiation fails to result into an agreement, the FBR may invite the next ranked Bidder for negotiations. Where</p>



		negotiations are commenced with the next ranked Bidder, the FBR shall not reopen earlier negotiations.
<b>34. FBR's Right to reject All Bids</b>	34.1	Notwithstanding <b>ITB 32</b> , the FBR 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 FBR the justification of those grounds.
	34.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	34.3	The FBR shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
<b>35. FBR's Right to Vary Quantities at the Time of Award</b>	35.1	The FBR reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in terms and conditions of the Bid and Bidding Documents.
<b>36. Notification of Award</b>	36.1	Prior to the award of contract, the FBR shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	36.2	Where no complaints have been lodged, the Bidder(s) whose Bid has been accepted will be notified of the award by the FBR 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 scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).



	36.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with <b>ITB 38</b> and signing of the contract in accordance with <b>ITB 37.2</b> .
	36.4	Upon the successful Bidder's furnishing of the performance guarantee pursuant to <b>ITB 38</b> , the FBR will promptly notify each unsuccessful Bidder, the name of the successful Bidder(s) and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 16.7</b> .
37. Signing of Contract	37.1	Promptly after notification of award, FBR shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	37.2	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 FBR shall sign the contract.
	37.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
38. Performance Guarantee	38.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the FBR a Performance Guarantee in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	38.2	If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:



		<p>(a) certified cheque, cashier’s or manager’s cheque, or bank draft;</p> <p>(b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance guarantee submitted shall be enforceable in Pakistan.</p>
	38.3	<p>Failure of the successful Bidder to comply with the requirement of <b>ITB 38.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the FBR may make the award to the next ranked Bidder or call for new Bids.</p>
<b>39. Arbitrator</b>	39.1	<p>The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.</p>
<b>40. Corrupt &amp; Fraudulent Practices</b>	40.1	<p>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.</p>

## G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

<b>41.</b> Constitution of Grievance Redressal	41.1	FBR 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.
<b>42.</b> GRC Procedure	42.1	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.
	42.2	Any Bidder feeling aggrieved by any act of the FBR 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.
	42.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	42.4	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 envelop bidding procedure is adopted.
	42.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	42.6	Any bidder or the FBR 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.
	42.7	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.
	42.8	The committee shall call the record from the concerned FBR or the GRC as the case may be, and the same shall be provided within prescribed time.
	42.9	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.
	42.10	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

<p><b>43. Mechanism of Blacklisting</b></p>	<p>43.1</p>	<p>The FBR shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the id securing declaration;</li> </ul>
	<p>43.2</p>	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the FBR proposes to debar the bidder or contractor from participating in any public procurement of the FBR; and (c) the statement, if needed, about the intention of the FBR to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>
	<p>43.3</p>	<p>The FBR shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p>
	<p>43.4</p>	<p>In case, the bidder or contractor fails to submit written reply within the requisite time, the FBR may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the FBR shall decide the matter on the basis of available record and personal hearing, if availed.</p>



	43.5	In case the bidder or contractor submits written reply of the show cause notice, the FBR may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	43.6	The FBR shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the FBR 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
	43.7	The FBR 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.
	43.8	The FBR shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	43.9	Such blacklisting or barring action shall be communicated by the FBR 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 FBR.



	43.10	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
	43.11	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 FBR. 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.
	43.12	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**



The following specific data for introducing a range of *authorized vendor(s)* for the installation and maintenance of video analytics system (including hardware and software) for cotton bales counting in textile sector 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.

The instant procurement for authorized vendors is being conducted under the PPRA Ordinance, 2002 (as amended) and the Public Procurement Rules, 2004. The authorization is aligned with the provisions of public procurement as outlined in Section 2(1) of the PPRA Ordinance, which states: *“public procurement” means acquisition of goods, services or construction of any works financed wholly or partly out of the public fund and includes disposal of public assets and commercial transactions between procuring agency and private party, in terms of which the private party is allowed to-*

- (i) perform a procuring agency’s assigned functions, including operations and management, on its behalf;*
- (ii) assume the use of public asset; or*
- (iii) receive a benefit either from budget or revenue of the Federal Government or from fees or charges to be collected by the private party for performing the procuring agency’s function or any combination thereof;”*

Furthermore, the entire procurement structure has been designed in accordance with Rule 4 of PPR, 2004, to ensure fairness, transparency, value for money, and efficiency. The rule states:

*“4. Principles of procurements. -*

*Procuring agencies, while engaging in procurements, shall ensure that the procurements are conducted in a fair and transparent manner, the object of procurement brings value for money to the agency and the procurement process is efficient and economical”.*

Since the proposed arrangement involves a variety of solutions across the system, it incorporates the broadest possible specifications as per Rule 10 of PPR, 2004. Accordingly, the entire procurement process and structure align with these principles and the relevant provisions of PPR, 2004, including but not limited to Rules 15, 21, 23, 29, and associated rules. The translation of these provisions has been included in the bidding document. To accommodate the scale of the industry and prevent exclusivity with a single authorized vendor (while expediting implementation), multiple authorized vendors are being engaged to promote competition and provide businesses the opportunity to work with various eligible vendors.



The procurement process shall follow a **Single Stage bidding procedure** with **two pre-bid meetings** to ensure clarity, industry alignment, and effective vendor participation.

**Guidelines for Bidders:**

1. Pre-Bid Meeting 1: Vendor and/or Industry Consultation
  - This meeting aims to clarify vendor and/or industry queries regarding the scope, technical requirements, and operational expectations of the video analytics system.
  - Vendors and/or industry stakeholders may provide input on the feasibility of the requested solution, potential challenges, and alternative methodologies that align with the business and functional requirements of FBR.
  - FBR will use this session to gather insights and refine its expectations and functional requirements and align with potential stakeholders (i.e., vendors and/or industry) on way forward on the required production counting mechanism
2. Pre-Bid Meeting 2: Preliminary Solution Presentations
  - Vendors will present their preliminary solutions and demonstrate alignment with the business and functional requirements of FBR
  - Vendors may suggest alternative methods for achieving the required system accuracy and functionality, provided they meet or exceed FBR’s benchmarks - FBR reserves the right to take final decision on its desired solution.
  - This session will serve as a platform for feedback, enabling FBR to assess the practicality of proposed solutions.
3. Final Submission of Bids
  - Vendors will submit their final bids after both pre-bid meetings, incorporating any insights or adjustments necessary based on discussions in Pre-Bid Meeting 2 and refinements in the RFP, if any.
  - The submitted bid should propose a fully integrated, end-to-end solution, covering all hardware, software, installation, and operationalization requirements for real-time production counting in the textile sector.
  - FBR will evaluate submissions based on technical compliance, system performance capabilities, and alignment with operational needs.



## A. Introduction

<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	1.1	<p><b><i>Federal Board of Revenue (FBR)</i></b></p> <p>The Federal Board of Revenue (FBR) intends to authorize vendors for the deployment, maintenance, and operational support of a turnkey Video Analytics System at designated spinning facilities across Pakistan’s textile sector. This system, inclusive of all necessary hardware and software, will be used to monitor and count cotton bales in real time - specifically during the spinning process - enabling accurate quantity tracking and allowing manufacturers access to a competitive pool of authorized vendors for implementation.</p> <p>The scope of this system includes the installation of hardware and software for video analytics at production zones, at multiple installation points, which will be defined during bidding/setup process keeping into account facility layout and functional requirements. The vendors will be required to supply and install cameras (and all other supporting hardware and software components for the video analytics system) that capture and transmit footage to local computing systems, where the video analytics software will process the video feed to identify and count the cotton bales being stacked. Vendors must propose a global standard video analytics software solution with proven reliability. (Details of requirements in Section 5:</p>

		<p>Software Specifications) with any reference licensing and integration cost; vendors will be responsible for fully operationalizing the video analytics system in alignment with the specifications set by FBR.</p> <p>To ensure the system's operational readiness, vendors will be required to conduct a Proof of Concept (PoC) demonstration on at least one spinning unit, validating that their video analytics system fully meets the defined functional and performance criteria. The solution must be delivered as a turnkey implementation, meaning the system should be fully configured, tested, and operational with minimal additional setup required by FBR. Additionally, vendors will be responsible for comprehensive post-deployment support, including maintenance services, technical support, and periodic updates to both hardware and software. This includes ensuring sustained operational efficiency, timely troubleshooting, and seamless compatibility with any future updates to the video analytics system.</p> <p><b><u>Locations:</u></b></p> <p>a) Nationwide network of Spinners</p> <p>Period for delivery: Three years from authorization</p> <p><i>FBR intends to ensure that as per the mentioned schedule, all production lines are to be covered. FBR may revise the timeline based on manufacturers/players or as per the restriction set</i></p>
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		Commencement date for delivery: Within 2 weeks of receiving purchase order from manufacturer
2.	2.1 & 2.2	<p>Financial year for the operations of FBR: THREE YEARS FROM AUTHORIZATION</p> <p><b>Source of Funds:</b> Government of Pakistan as part of Transformation Plan for FBR</p> <p>Name of Project: <b><i>AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR</i></b></p> <p>Name of system financing institution: Textile Spinners</p> <p>Name and identification number of the Contract: <b><i>[name and identification number of the Contract]</i></b></p>
3. 4	3.1	<p>Joint Venture is applicable: <b><i>YES</i></b></p> <p>Maximum number of members in the joint venture, consortium or association shall be: 3</p>
4.	4.6	Demonstration of authorization by manufacturer: Not required



## B. Bidding Documents

5.	7.2	The number of documents to be completed and returned is one original and <i>2 certified copies of original</i>
6.	8.1	The address for clarification of Bidding Documents is <i>Room 506, Fifth Floor, Floor, FBR House, Constitution Avenue, G-5, Islamabad,</i>
	8.5	<p><b>Two pre-bid meetings will take place as per the following details:</b></p> <p>Pre-bid meeting 1, to clarify vendor and industry queries, will take place on <b>10am, 11<sup>th</sup> April 2025. at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad.</b></p> <p>The bidders who wish to join the meeting virtually can join by using the following link [Meeting Link: <a href="https://vlc.fbr.gov.pk/meeting/">https://vlc.fbr.gov.pk/meeting/</a> Meeting ID: 510510 Password: 510 Date: 11-04-2025 Time: 10am]</p> <p>Pre-bid meeting 2, so vendors may present their preliminary solutions for feedback, in line with conditions mentioned in clause 1 of Invitation to Bid, will take place on <b>10am, 18<sup>th</sup> April 2025. at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad.</b></p> <p>The bidders who wish to join the meeting virtually can join by using the following link [Meeting Link: <a href="https://vlc.fbr.gov.pk/meeting/">https://vlc.fbr.gov.pk/meeting/</a> Meeting ID: 510510 Password: 512 Date: 18-04-2025 Time: 10am]</p>



### C. Preparation of Bids

7.	10.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
8.	11.1 (h)	<p>In addition to the documents stated in <b>ITB 11</b>, the following documents must be included with the Bid:</p> <ul style="list-style-type: none"><li>a. Comprehensive profile of the company;</li><li>b. brief about managerial and technical personnel indicating name, position, qualification and experience;</li><li>c. total number of current employees;</li><li>d. list of major clientele;</li><li>e. documents showing relevant capacity of deploying video analytics system (detailed in Section V)</li><li>f. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.</li><li>g. complete history of activities undertaken and synopsis of the projects done; and in case of Consortium or joint venture at least one member has such incorporation certificate</li><li>h. current commitments and status of in-hand projects;</li><li>i. incorporation certificate under the Companies Act, 2017, National Tax Number (NTN) certificate;</li><li>j. audited accounts of the last three financial years;</li><li>k. Income Tax returns for the last three years;</li><li>l. registration with Sales Tax Department of FBR;</li><li>m. computerized National Identity Cards (CNICs) of the Directors of the incorporated company; and</li><li>n. undertaking that the company has never been blacklisted by any</li></ul>

		Government or private department or organization and has not been involved in confirmed cases of fiscal fraud.
<b>9.</b>	<b>12.3 (c)</b>	<p>Other procurement specific documentation requirements are: Proposed design and installation of hardware for Video Analytics System</p> <ul style="list-style-type: none"> <li>- Detailed specifications of the cameras, local computing systems, and connectivity hardware to be deployed.</li> <li>- Installation blueprints showing coverage of the installation zones, including placement of cameras for optimal bale counting accuracy.</li> <li>- A timeline for installation activities, including milestones for setup, testing, and handover.</li> </ul> <p>1. High-Level and Low-Level Diagrams of Hardware Installations in Line with the Needs of the Proposed System</p> <ul style="list-style-type: none"> <li>- High-Level Diagram: Overview of the system architecture, including how cameras, processing (GPU, CPU etc.) and storage units, and connectivity interfaces interact.</li> <li>- Low-Level Diagram: Detailed schematics showing physical hardware layout, cabling, and connectivity points within the spinning units.</li> <li>- Integration plan for connecting video analytics system with FBR’s monitoring systems or any specified dashboards.</li> </ul> <p>2. Proposed Design for Maintenance Team Deployment and Operations Across the Relevant Spinning Units</p> <ul style="list-style-type: none"> <li>- Structure of the maintenance team, including roles, responsibilities, and escalation protocols.</li> </ul>

		<ul style="list-style-type: none"> <li>- Routine maintenance schedule for hardware and software to ensure optimal system performance.</li> <li>- Plan for providing on-site and remote technical support, including response times for issue resolution.</li> <li>3. Details of Similar Ongoing Projects, Including Client Purchase Order (PO) or Experience Certificate <ul style="list-style-type: none"> <li>- Description of ongoing projects relevant to video analytics, hardware deployment, or monitoring systems.</li> <li>- Copy of the purchase order (PO) or an experience certificate issued by the client, detailing project scope and deliverables.</li> </ul> </li> <li>4. Details of Similar Projects Completed in the Past 5 Years, especially in the Public Sector <ul style="list-style-type: none"> <li>- List of completed projects with key highlights, such as scope, implementation challenges, and outcomes.</li> <li>- Certificates of project completion or letters of acknowledgment from the respective public sector clients.</li> </ul> </li> <li>5. Customer Satisfaction Certificate Along with Contact Information <ul style="list-style-type: none"> <li>- Certificates issued by previous or current clients affirming the quality of service provided.</li> <li>- Contact information for the issuing authority to facilitate verification and reference checks.</li> </ul> </li> <li>6. System Design &amp; Technical Documentation: <ul style="list-style-type: none"> <li>• Data Flow &amp; Processing Pipeline: How the software captures, processes, and stores video-based production counting data.</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>• Communication &amp; API Specifications: If applicable, how the software will interact with third-party systems and dashboards.</li> <li>• Data Retention &amp; Storage Requirements: How video data and production count outputs will be archived and retrieved.</li> </ul> <p>7. Functional &amp; Alert Mechanisms</p> <ul style="list-style-type: none"> <li>• Core Functionalities: <ul style="list-style-type: none"> <li>• High-accuracy (accuracy of 99%) object detection for cotton bale counting</li> <li>• Support for real-time calibration to ensure minimal error in production counting</li> <li>• Automated report generation and analytics dashboards</li> <li>• Ability to detect and flag anomalies in production counts</li> </ul> </li> <li>• Alerts &amp; Notifications: <ul style="list-style-type: none"> <li>• Operational alerts (e.g., camera obstruction, hardware failure, data transmission issues)</li> </ul> </li> <li>• Customization Requirements: <ul style="list-style-type: none"> <li>• The software should be configurable based on FBR’s evolving needs, including the ability to add or modify object detection categories.</li> <li>• User Access Control: Different permission levels for users accessing production analytics and reports.</li> </ul> </li> </ul>
<b>10.</b>	<b>12.4</b>	Spare parts required for 05 years of operation.
<b>11.</b>	<b>13.3 (b)</b>	The qualification criteria required from Bidders in <b>ITB 13.3(b)</b> is modified as follows:

		1. The Bidders for Vendor regime shall have experience of at least 05 years in provision/deployment of similar kind of solutions/products globally or in Pakistan
<b>12.</b>	<b>13.3 (c)</b>	For all Video Analytics system components (hardware and software) the price quoted shall be in Pakistani Rupee.
<b>13.</b>	<b>13.3 (b)</b>	The qualification criteria required from Bidders in <b>ITB 13.3(b)</b> is modified as follows: 1. The Bidders for Licensing regime shall have experience of at least 05 years in provision/deployment of similar kind of solutions/products globally or in Pakistan
<b>14.</b>	<b>15.8</b>	Any upper limits on pricing for all vendors, including hardware and software cost, licensing fees, maintenance/engineering cost and others shall be determined solely by FBR at the time of contract finalization.  <b>Note:</b> This limit may be revised over time at the discretion of the procuring agency, i.e., FBR.
<b>15.</b>	<b>16.1 (a)</b>	The pricing terms and conditions will be agreed upon between the manufacturer and the vendor as part of the authorized vendor arrangement
<b>16.</b>	<b>16.2</b>	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 bids specified



		in the bidding documents, as notified by the State Bank of Pakistan on that day.
<b>17.</b>	<b>17.1</b>	The Bid Validity period shall be <i>120</i> days or extendable as mutually agreed.
<b>18.</b>	<b>18.1</b>	The amount of Bid Security shall be PKR 1,000,000  The currency of the Bid Security shall be: Pakistani Rupee.
<b>19.</b>	<b>18.3</b>	The Bid Security shall be in the form of <b><i>Bank Guarantee or Bank Draft in the favor of FBR, Revenue Division</i></b>
<b>20.</b>	<b>18.3 (c)</b>	Other forms of security are: Not applicable
<b>21.</b>	<b>19.1</b>	1. Alternative Bids to the requirements of the Bidding Documents <i>will not</i> be permitted.
<b>22.</b>	<b>21.1</b>	A hard copy of complete bid in original along with 2 copies shall be submitted and  An encrypted electronic bid duly completed and in conformity with Bidding Documents must also be submitted online on e-Pak Acquisition and Disposal System (e-PADS)
<b>23.</b>	<b>21.2</b>	Written confirmation of authorizations are:  1. <i>Authority Letter from the Bidder on Organization's Official Letter Head verified by or submitted by CEO.</i> <i>Name, CNIC, Address of authorized personal must be mentioned</i>

#### **D. Submission of Bids**



2.	22.2 (a)	Bid shall be submitted in <b>Room 506, Fifth Floor, Floor, FBR House, Constitution Avenue, G-5, Islamabad</b> Floor, FBR House, Constitution Avenue, G-5, Islamabad
3.	22.2 (b)	Title of the subject Procurement or Project name: <b>AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR</b>  <b>Time and date for submission: [11:00 AM 8<sup>th</sup> May 2025]</b>
4.	23.1	The deadline for Bid submission is  a) Date: 8 <sup>th</sup> May, 2025  b) Time: 11:00 AM

### E. Opening and Evaluation of Bids

5.	26.1	The Bid opening shall take place at:  Street address: <i>Constitution Avenue, G-5</i>  Building/Plot No.: <i>FBR House</i>  <b>Room 358, 3rd Floor,</b>
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		<p>City/Town: <i>Islamabad</i></p> <p>Country: <i>Pakistan</i></p> <p>Day: <i>Thursday</i></p> <p>Date: <i>8<sup>th</sup> May 2025</i></p> <p>Time: <i>11:30 AM</i></p> <p><i>Note: Bids are to be opened 30 mins after deadline of submission in presence of bidder who opt to be present</i></p>
<p><b>6.</b></p>	<p><b>33.5 (b)</b></p> <p><b>Option (i)</b></p> <p><b>Option (ii)</b></p> <p><b>Option (iii)</b></p>	<p>Delivery schedule.</p> <p>FBR shall prescribe the time by which the system shall be functional in cases of very cogent reasons</p> <p>FBR may give reasonable extension</p>

7.	33.5 (d)	Cost of spare parts will be an arrangement between vendor and manufacturer
8.	33.5(e)	Spare parts and after sales service facilities in Pakistan.  <b>Refer to Section V: Scope of Work for details</b>
9.	33.5 (g)	Performance and productivity of Video Analytics System should be in line with the criteria defined in Section V: Technical Requirements
10.	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications
11.	34.1	a) Domestic preference not applicable.
12.	35	<b>Evaluation Techniques</b>  <b>Aspects for Ranking the Quality of the Product</b>  In addition to mandatory requirements and technical specifications, FBR may evaluate the

	<p>following parameters to determine the quality of the proposed system:</p> <ol style="list-style-type: none"><li>1. <b>Additional Functionalities:</b><ul style="list-style-type: none"><li>○ Advanced analytics features, including production count analytics</li><li>○ Integration capabilities with existing FBR systems or other enforcement tools.</li></ul></li><li>2. <b>Sustainability and Reliability:</b><ul style="list-style-type: none"><li>○ Energy efficiency of the system, including power consumption of cameras and servers.</li><li>○ Durability of equipment in industrial environments (dust, high temperatures, and vibrations).</li></ul></li><li>3. <b>Enhanced Security Features:</b><ul style="list-style-type: none"><li>○ Data encryption during transmission and at rest.</li><li>○ Role-based access controls and audit trails for system activities.</li></ul></li><li>4. <b>Ease of Maintenance:</b><ul style="list-style-type: none"><li>○ Localized support infrastructure for maintenance and troubleshooting.</li><li>○ Availability of spare parts and replacement components in Pakistan.</li></ul></li><li>5. <b>Warranty and Support:</b></li></ol>
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		<ul style="list-style-type: none"> <li>○ Length of warranty period for all systems (hardware and software etc.)</li> <li>○ Availability of post-deployment support, including system updates and user training.</li> </ul> <p><b>6. Cost-Effectiveness:</b></p> <ul style="list-style-type: none"> <li>○ Total cost of ownership, including installation, operating, and maintenance costs.</li> <li>○ Projected operational savings through automated analytics and enforcement actions.</li> </ul> <p><b>7. Deployment and Commissioning:</b></p> <ul style="list-style-type: none"> <li>○ Comprehensive deployment plan, including setup, configuration, and system testing.</li> <li>○ Availability of training programs for FBR enforcement teams.</li> </ul> <p><b>8. Technical Testing and Validation:</b></p> <ul style="list-style-type: none"> <li>○ On-site testing of system performance, including data transmission, accuracy of alerts, and video quality.</li> <li>○ Compliance with predefined benchmarks, such as response times and resolution standards.</li> </ul> <p><b>9. Integration with FBR monitoring hub:</b></p>
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		<ul style="list-style-type: none"> <li>○ Seamless data transmission to the monitoring hub for visualization and decision-making.</li> <li>○ Compatibility with FBR's enforcement and IT systems.</li> </ul>
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### F. Award of Contract

<b>13.</b>	<b>43.1</b>	The Performance Guarantee shall be applicable and will be set at fixed amount of PKR <b>5,000,000</b> only. Note: This limit may be revised and lowered
<b>14.</b>	<b>45.1</b>	Arbitrator shall be appointed by mutual consent of both parties - which will include a member from FBR, Nominee of vendor and Secretary Finance shall be the head of arbitration

### G. Review of Procurement Decisions

<b>15.</b>	<b>48.1</b>	The address of FBR - <i>Room 506, Fifth Floor, Floor, FBR House, Constitution Avenue, G-5</i>
	<b>48.6</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
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## **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)



## **SECTION V: SCOPE OF WORK, SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION**



## Schedule of Requirements

FBR intends to ensure that all notified taxpayers are covered by vendors that are to be authorized to deploy the video analytics solution. FBR may define and/or revise the timeline based on operational needs.

Indicative schedule for Deployment (cumulative)

- a. 30<sup>th</sup> August 2025- 20% of the total notified taxpayers
- b. 30<sup>th</sup> October 2025 - 50% of the total notified taxpayers
- c. 31<sup>st</sup> December 2025 - 100% of the total notified taxpayers

Authorized vendor(s) should have all required equipment (hardware and software) readily available to be able to deploy the required video analytics system across textile spinning premises

Commencement date for delivery: Within 2 weeks of receiving purchase order from manufacturer

## Technical Requirements

<i>A. Background</i>	
01.	<b>FBR;</b> The Federal Board of Revenue (FBR) is undertaking a significant digitalization initiative aimed at enhancing its tax collection capabilities and addressing structural gaps in Pakistan's tax system. As part of this transformation, FBR seeks to deploy a video analytics system on all spinning facilities in Pakistan to improve tax compliance, prevent revenue leakage, and enhance traceability within the textile sector, particularly in the handling of cotton bales at spinning players in Pakistan. As part of the agreement, selected vendors responsible for providing turnkey solution including complete system operationalization and will also be responsible for providing post installation maintenance and tech support services.
02.	<b>Business Objectives of FBR</b>

**i. Objective & Vision:** FBR recognizes the critical role of technology in addressing challenges related to tax evasion, unreported production, and supply chain discrepancies within the textile sector. This initiative aims to establish a real-time, Computer Vision based production counting system that provides complete visibility into cotton bale consumption at spinning units through counting. The Video Analytics System will use object detection and machine vision (non-exhaustive) to count each bale as it is stacked, ensuring precise tracking. The system will allow FBR to validate reported consumption, enhance tax compliance, and enable data-driven enforcement.

**ii. Scope of the Video Analytics System:** The implementation of this turnkey system will involve the installation, integration, and maintenance of computer vision video analytics solutions at designated production zones. The vendors will be required to:

- Deploy cameras to capture real-time footage at specified monitoring points.
- Implement a system that processes video data locally with remote access at centralized monitoring unit (i.e., FBR monitoring hub)
- Utilize computer vision models capable of detecting and accurately counting cotton bales with an accuracy of 99%
- Ensure seamless integration with FBR's data repositories and enforcement dashboards, enabling automated reporting and auditability i.e., FBR monitoring hub
- The system must support secure live video streaming access for FBR, allowing authorized personnel to monitor selected camera feeds in real-time as needed
- Provide customizable alert mechanisms to flag issues and support transparent compliance monitoring.

**iii. System Testing & Maintenance:** To validate system effectiveness, vendors shall conduct a Proof of Concept (POC) at designated site or sites (spinning unit) to ensure:

- The accuracy of object detection and counting (accuracy of 99%)
- Compliance with functional and performance benchmarks.
- Seamless compatibility between hardware and software components.
- Real-time data capture, automated reporting capabilities, and integration with FBR's central monitoring hub.

Additionally, vendors will be responsible for (but not limited to):

- Providing comprehensive maintenance and support services, including periodic updates to computer vision models.

- Ensuring system stability, troubleshooting, and timely performance optimization.
- Delivering training sessions to enforcement personnel for effective system utilization and oversight.

03. **Acronyms Used in These Technical Requirements**

<b>Term</b>	<b>Explanation</b>
API	Application Programming Interface
CCTV	Closed-Circuit Television
CPU	Central Processing Unit
DBMS	Database Management System
DDR4	Double Data Rate 4 (RAM Technology)
DDR5	Double Data Rate 5 (RAM Technology)
DNS	Domain Name System
DPI	Dots Per Inch
FOV	Field of View
FPS	Frames Per Second
GB	Gigabyte
GPU	Graphics Processing Unit
HDD	Hard Disk Drive
Hz	Hertz (cycles per second)
IEEE	Institute of Electrical and Electronics Engineers
IP	Internet Protocol
IPC	Industrial PC
IP65	Ingress Protection Rating (Dust & Water Resistance)
ISO	International Standards Organization
KB	Kilobyte

kVA	Kilovolt Ampere
LAN	Local Area Network
Mbps	Megabits Per Second
MB	Megabyte
MTBF	Mean Time Between Failures
NIC	Network Interface Card
NOS	Network Operating System
NVR	Network Video Recorder
OCR	Optical Character Recognition
ODBC	Open Database Connectivity
OLE	Object Linking and Embedding
OS	Operating System
PCL	Printer Command Language
ppm	Pages Per Minute
PS	PostScript – Adobe Page Description Language
RAID	Redundant Array of Independent Disks
RAM	Random Access Memory
RJSC	Reduced Instruction-Set Computer
SCSI	Small Computer System Interface
SNMP	Simple Network Management Protocol
SQL	Structured Query Language
SSD	Solid State Drive
TCP/IP	Transmission Control Protocol / Internet Protocol
UPS	Uninterruptible Power Supply
URL	Uniform Resource Locator



USB	Universal Serial Bus
V	Volt
VLAN	Virtual Local Area Network
VPN	Virtual Private Network
WAN	Wide Area Network
WLAN	Wireless LAN
XML	Extensible Markup Language

### **Business Performance Requirements**

<b>01.</b>	<p><b>Business Requirements to be met by the Video Analytics system</b></p> <p>The vendor shall be responsible for the end-to-end installation, operationalization, and maintenance of a fully integrated computer vision-based Video Analytics System to monitor production counting at each Textile Spinning premise. The turnkey system must enable real-time object detection, counting, and transmission of production data while ensuring full compatibility with FBR’s monitoring hub. The system must also support secure live video streaming access for FBR, allowing authorized personnel to monitor selected camera feeds in real-time as needed</p> <p>The vendor is required to offer a fully integrated turnkey Video Analytics System, including hardware and software, and any other required components, designed to ensure high-accuracy object detection, seamless enforcement integration, and real-time monitoring in alignment with FBR’s operational requirements. Vendors shall offer computer vision based software solutions, provided they meet the minimum performance benchmarks, including accuracy of 99% accuracy in object detection, compliance with data security protocols, and seamless integration with existing and future FBR enforcement platforms. The proposed system must be scalable, adaptable to varied operational conditions, and capable of supporting automated reporting mechanisms.</p> <p>The system shall include the following components (indicative, non-exhaustive):</p> <ol style="list-style-type: none"> <li>1. Data Capture: <ul style="list-style-type: none"> <li>○ A specified video analytics system is to be installed at each manufacturer’s premises to capture and count the movement of cotton bales for compliance purposes.</li> </ul> </li> </ol>
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2. Local Server(s) Setup:

- Each plant shall require local server(s) to process and store captured data. This server shall transmit structured data securely to the FBR monitoring hub.

3. Data Transmission:

- Data from local servers shall be fed into a monitoring hub, managed by FBR. Vendors' systems shall facilitate secure and efficient data transfer for aggregation, visualization, and reporting.

4. Data Processing:

- Vendors must provide and/or integrate Computer Vision based video analytics software capable of capturing and counting cotton bales with a minimum accuracy threshold of 99%.

5. Data Visualization:

- The system shall ensure that captured data can be visualized and analysed at FBR monitoring hub with interactive features for FBR monitoring and reporting.

6. Scalable Multi-Site Integration:

- The system shall support monitoring across multiple plants, enabling centralized oversight of all manufacturing sites.

7. Compliance with Standards:

- Vendors shall ensure their systems adhere to cybersecurity and data privacy standard as per prevalent industry benchmark e.g., ISO requirements etc.

The Bidders for Vendor regime shall have experience of at least 05 years in the provision/deployment of similar solutions/products globally or in Pakistan.

### **Functional Performance Requirements**

02.	<b>Functional Performance Requirements of the System</b>
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	<ul style="list-style-type: none"> <li>i. Video cameras will be placed at region of interest i.e., vicinity of where cotton bales are being stacked for plucking procedure or wherever necessary considering facility layout, giving full coverage and visibility. The video recorded by the cameras will be sent to a local server which will be running the video analytics software and will then be transmitting the results to FBR in real time through software integrations.</li> <li>ii. The system must support secure live video streaming access for FBR, allowing authorized personnel to monitor selected camera feeds in real-time as needed</li> <li>iii. The system must maintain an uptime of 99% on daily basis to ensure seamless real-time transfer of data from manufacturer to FBR for live production monitoring.</li> </ul> <p><b>Pre-qualification test:</b></p> <ul style="list-style-type: none"> <li>iv. The Vendor must conduct a viability and capability demonstration test (Proof of Concept) at a designated FBR-approved site or site (i.e., a spinning unit) to validate that the proposed system meets the operational and technical specifications. This test will form a pre-qualification for final award approval.</li> <li>v. Certification must be completed and approved by FBR-approved personnel</li> <li>vi. The results of the evaluation, including detailed compliance and performance metrics, shall be submitted to FBR for review and approval before proceeding further in the contract execution process.</li> </ul>
3.	<p style="text-align: center;"><b>Related Information Technology Issues and Initiatives</b></p> <p>A centralized monitoring hub at <b>FBR</b> to serve as the monitoring and data aggregation hub for the Video Analytics System (and other digital interventions) deployed across all designated taxpayer facilities. It would have the following (but not limited to) features:</p> <ul style="list-style-type: none"> <li>i. <b>Seamless Integration:</b> Connecting with vendor-installed video analytics systems at manufacturing sites to receive real-time production data.</li> <li>ii. <b>Data Aggregation &amp; Storage:</b> Securely storing bale production data collected from all operational facilities.</li> <li>iii. <b>Compliance &amp; Oversight:</b> Enabling FBR to monitor production counts, enforce compliance, and detect anomalies.</li> <li>iv. <b>Live Data Transmission:</b> Facilitating real-time sharing of production statistics through secure integrations, ensuring continuous documentation and reporting of manufacturing activity.</li> <li>v. <b>Remote Monitoring &amp; Analytics:</b> Supporting FBR’s oversight teams to develop interactive dashboards, automated alerts, and historical trend analysis to strengthen enforcement mechanisms.</li> </ul>



	<p>The monitoring hub will be the central interface for oversight, requiring vendor solutions to be fully compliant with its integration and monitoring requirements.</p> <p><b>Vendors must ensure:</b></p> <ul style="list-style-type: none"> <li>• <b>Integrates with the monitoring hub</b> for secure real-time data transmission.</li> <li>• <b>Supports API-based communication</b> for interoperability.</li> <li>• <b>Meets the accuracy benchmark of 99%</b> and allows future scalability.</li> </ul>
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### Technical Specifications

01	<p><b>General Technical Requirements</b></p>
<ul style="list-style-type: none"> <li>i. Language Support: All information technologies with the video analytics system must provide support for the <i>[business language(s) of the end-user(s)]</i>. Specifically, all display technologies and software must support the ISO 639-1 EN character set and perform sorting according to ISO/IEC 14651</li> <li>vi. DATES: All information technologies must properly display, calculate, and transmit date data, including, but not restricted to 21<sup>st</sup>-Century date data.</li> <li>vii. Electrical Power: All active (powered) equipment must operate on 220v +/- 20v, 50Hz +/- 2Hz for V AC. For DC, power must be supplied by an industrial Power Supply Source for 24V or 12 V, depending on the hardware required as IPC, sensors, industrial switch, etc. All active equipment must include power plugs standard in Pakistan.</li> <li>viii. Environmental: All equipment must comply with industry standards. Specifically, jigs fixing the equipment, cables, enclosures and electrical cabinets must use connectors and buttons made of stainless steel or industrial-grade, approved plastics. The equipment must be robust enough to meet IP66.</li> </ul>	
	<p><b>General Guidelines for Hardware and Software Specifications</b></p>



	<p>The hardware, software, and all other components specifications provided in this RFP are indicative and serve as a reference for vendors in designing their proposed end-to-end Video Analytics System. Vendors may propose equivalent or superior components as long as the proposed solution:</p> <ul style="list-style-type: none"> <li>• Meets or exceeds the functional requirements outlined by FBR, including an accuracy of 99%.</li> <li>• Ensures full compatibility with the overall system architecture, data integration, and compliance requirements.</li> <li>• Is commercially available, scalable, and maintainable for long-term operational efficiency.</li> </ul> <p>FBR reserves the right to require modifications, upgrades, or replacements in cases where:</p> <ul style="list-style-type: none"> <li>• The system fails to meet performance benchmarks at any stage.</li> <li>• Hardware or software components cause operational inefficiencies or are deemed insufficient for compliance.</li> <li>• Security, integration, or enforcement needs necessitate improvements.</li> </ul> <p>All proposed components must be fully integrated, tested, and operational upon deployment, ensuring seamless functionality and adherence to FBR’s enforcement and monitoring objectives.</p> <p><b>Indicative pricing:</b></p> <p>Vendors must provide indicative pricing for all solution components, including hardware, software, implementation, and ongoing support. Pricing should be itemized and transparent, covering equipment, software licensing, deployment, and maintenance. Recurring costs, if any, must be clearly outlined. FBR reserves the right to mandate upgrades or modifications to ensure system accuracy and compliance.</p>								
02	<p><b>Computing hardware specifications (Indicative)</b></p> <table border="1" data-bbox="264 1143 1890 1252"> <thead> <tr> <th data-bbox="264 1143 344 1252">#</th> <th data-bbox="344 1143 619 1252">Component</th> <th data-bbox="619 1143 1432 1252">Indicative requirements</th> <th data-bbox="1432 1143 1654 1252">Indicative brands and equivalent</th> <th data-bbox="1654 1143 1890 1252">Model</th> </tr> </thead> </table>				#	Component	Indicative requirements	Indicative brands and equivalent	Model
#	Component	Indicative requirements	Indicative brands and equivalent	Model					

	<b>1</b>	<b>Camera</b>	<p>Camera type: IP camera  FOV: to contain 1 cotton bale in one shot  FPS: 30 fps  Video parameter: 1080P(1920*1080), 8 bit, color camera with colored night vision, support for H.264, H.265, and other video compression formats  Code rate: &gt; 5 Mbps  Power supply: DC24V  Material: Erosion protective material, with IP65 protection level</p>	Hikvision	Hikvision DS-2CD2T47G2-LU
				Dahua	
				Honeywell	
				Samsung	
	<b>2</b>	<b>Network Video Recorder (NVR)</b>	<p>Hardware:  Support up to 24 channels of IP cameras  Code rate should be higher than 120 M bps  Video should store for more than 2 months (at least 4TB for each camera)  Software:  User-friendly interface for managing and viewing video feeds  Support for H.264, H.265, and other video compression formats  Security:  Encryption: Data encryption for secure video transmission and storage.  User Authentication: Multi-level user access control and authentication</p>	Hikvision	DS-96128N-H24R
				Unifi	UNVR plus 24 TB storage
				VIGI by TP-LINK	

			Reolink	
			Dahua	
			Honeywell	
			Samsung	
<b>3</b>	<b>Local Server with GPU</b>	<p>Hardware:</p> <p>CPU : Intel Core i7-gen12+, 32gb DDR5 ram, two 1TB SSD with RAID 1 for data backup</p> <p>GPU: RTX 4080+ GPU, 3200MHz memory,</p> <p>Interface: PCI Express 4.0 x 16</p> <p>-Network Interface: At least 1 Gigabit Ethernet interface (RJ45)</p> <p>Software:</p> <p>-Device Management: Support multiple protocols for device access and management, monitor device status.</p> <p>-Data Processing: Collect, store, analyze and visualize data. Algorithm should give result of all channels every 1 hour</p> <p>-Security: Authenticate and authorize users, ensure data security.</p> <p>-System Management: Configure system parameters, manage logs</p>	DELL	Customized
			HP	
			Lenovo	
<b>4</b>	<b>Software(s)</b>	<p>Operating system: Ubuntu 22.04</p> <p>MySQL: version 8 LTS or later</p> <p>MongoDB: Version 8.0</p> <p>Redis: Version 6.2 LTS or later</p> <p>Nginx: Latest stable version</p>	Ubuntu, MySQL MongoDB, Redis, Nginx	
<b>5</b>	<b>Display</b>	LED-TV at least 43 inches – latest retail model		
<b>6</b>	<b>Electrical cabinet</b>	Electrical cabinet IP67	Schneider Electric, APC	

	<b>7</b>	<b>Power Backup</b>	UPS with capacity to sustain operations for 2 hours for all on-premises devices	APC, Eaton, Vertiv	
	<b>8</b>	<b>Power supply</b>	MW NDR-240-24	MeanWell	
	<b>9</b>	<b>Temperature controlled environment</b>	Cameras: -5 to 60 degrees Celsius NVR, Local server (CPU / GPU): -5 to 35 degrees Celsius	<i>Brand not critical</i>	
	<b>10</b>	<b>Peripherals</b>	Monitor, keyboard and mouse	Dell	
	<b>11</b>	<b>Misc. items</b>	Networking and power cabling, industrial grade POE switches, Circuit breaker, Ethernet cables (depends on factory setup)	Schneider Electric, Phoenix Contact, Eaton	
03	<p><b>Specific Technical Requirements (indicative)</b></p> <p>i. Local Area Network(S):</p> <p>a) Equipment and software:</p> <ul style="list-style-type: none"> <li>- Industrial Switches</li> <li>- Ethernet, serial, I/O,</li> <li>- Industrial protocols as Ethernet/IP and PROFINET</li> <li>- IP whitelisting</li> </ul> <p>1b) Cabling:</p> <ol style="list-style-type: none"> <li>1. Use of standard cables such as Cat5e or Cat6, which are typically used for IP-based CCTV systems.</li> <li>2. Cable must be firmly install across the manufacturing site, using the recommended routes from the Facility Management department.</li> <li>3. Cable identification must follow a logical naming scheme and be consistent across different deployments. Cables must be labeled with a printed label (not hand written).</li> </ol> <p>Cable identification and specification must be reflected in documentation, particularly in systems, electrical, mechanical and networking diagramsii. Wide Area Network:</p>				



	<p>a) Equipment and software: Remote Server and NVR must be connected to the internet</p> <ul style="list-style-type: none"><li>i. System Software and System-Management Utilities:<ul style="list-style-type: none"><li>a) Processing unit type 1: Operating systems depends on the defined specifications in Computing hardware specifications above</li></ul></li><li>ii. Networking and Communications Software: Communication software depending on selected method to publish data to a web-based application (e.g., cloud instance or hosted in external server)</li><li>iii. Database Software and Development Tools: SQL Database, MySQL or other</li></ul>
04	<p><b>Software Specifications</b></p> <p>The vendor is required to propose a fully integrated Video Analytics System, including hardware and software, and any other required components, designed to ensure high-accuracy object detection, seamless enforcement integration, and real-time monitoring in alignment with FBR’s operational requirements. Vendors are required to propose computer vision software solutions, provided they meet the minimum performance benchmarks, including accuracy of 99% %, compliance with data security protocols, and seamless integration with existing and future FBR enforcement platforms. The proposed system must be scalable, adaptable to varied operational conditions, and capable of supporting automated reporting mechanisms.</p> <p><b>Context &amp; Requirement Overview</b></p> <p>To ensure reliability, accuracy, and seamless operational integration, FBR requires a <b>high-caliber, global-standard video analytics software solution</b> that is proven for industrial automation and production monitoring. The proposed software must be commercially validated, capable of achieving accuracy of 99% in <b>production counting</b>, and designed to function in high-volume manufacturing environments. Vendors must ensure that their solution is <b>fully integrated, scalable, and adaptable</b> to FBR’s compliance and enforcement needs.</p> <p><i>Vendors will be required to share requirements for software training to achieve desired accuracy for cotton bale counting during pre-bid meetings; FBR may provide video data / feed from multiple spinning facilities for training purposes</i></p>

### **Software Credibility & Global Use Cases**

To ensure system efficiency, vendors are encouraged to propose a software solution that has documented evidence in production environments. Preference will be given to software solutions that:

- Have proven and documented accuracy in production counting at manufacturing facilities e.g., textiles.
- Have documented performance benchmarks and success case studies.
- Plan for full scale Proof of Concept on at least one plant of procuring agency's choosing

To ensure industry best practices, the vendor can reference global video analytics solutions such as:

- **Siemens Industrial Edge** – object detection for factory automation.
- **Cognex VisionPro** – A machine vision software used for high-accuracy industrial counting.
- **AnyVision Video Analytics** – real-time object detection with high adaptability.
- **MVTec HALCON** - Machine vision software with a flexible architecture
- **Cognex ViDi** - Deep learning-based software tailored for machine vision tasks

While vendors are not required to use these solutions, their proposed software must **meet or exceed** the accuracy, functionality, and compliance standards established by these global benchmarks.

*Vendor will be required to identify a mechanism to enable tracking of real-time accuracy assessment of the deployed turnkey solution e.g., deployment of test model, manual audits plan, etc. This mechanism should enable the calculation of F1 score of the deployed solution including precision and recall*

### **Tooling, Modifications & Final Sign-Off by FBR**

- FBR will retain full rights of all tooling, configuration settings, and final software modifications.
- Software may not be modified, upgraded, or reconfigured without explicit approval from FBR.
- All enforcement-specific adjustments, including detection thresholds, alert settings, and model tuning, must be reviewed and signed off by FBR
- Any software introduced must grant FBR irrevocable rights to conduct system audits, compliance reviews, and request necessary modifications

### **Summary of Vendor Responsibilities**

The vendor must:

1. Provide evidence of global software credibility, demonstrating proven industrial applications.
  2. Ensure full customizability and modification rights remain with FBR.
  3. Accept that all software modifications, updates, and final approvals will remain under FBR's control
  4. Share requirements during pre-bid meetings for software training for cotton bale counting
  5. Identify a mechanism to enable tracking of real-time accuracy assessment of the deployed turnkey solution
- 

## **Functional Requirements**

The video analytics software must achieve the following core functionalities

### **1. High-Accuracy Object Detection & Counting for Cotton Bales**

- The software must detect and count cotton bales in real-time with accuracy of 99% across different lighting, camera angles, and facility layouts.
- It should leverage computer vision models trained for high-precision object detection and counting.
- The software must incorporate adaptive learning techniques to improve detection accuracy over time and in different scenarios. It should automatically retrain models based on real-world data collected from different factory environments, adjusting for seasonal changes, lighting variations, camera placements, and operational workflow modifications.
- The system should be able to handle occlusion scenarios (e.g., partially stacked or overlapping bales) and maintain consistent accuracy over time.
- It should adapt to varied factory conditions including dust, variable lighting, and different machine layouts.

### **2. Data Storage and transfer**

- The system should deploy visual dashboards to track production via deployed system
- The software must include the ability to store and relay structured production count data
- System must be able to identify downtime and anomalies in deployed hardware for manufacturer/taxpayer



### 3. Customizability & Configurability

- The vendor must ensure that the software is fully customizable to accommodate FBR’s enforcement needs.
- The software should allow custom rule definitions for counting thresholds, alert triggers, and compliance monitoring.
- It must support user-configurable settings, such as adjusting sensitivity, defining object classes, and calibrating detection models for different factory layouts.

### 4. Live Video Feed Access Requirement

- The system must provide FBR with the capability to access live video feeds from select installed cameras at taxpayer facilities upon request for audit, compliance verification, and enforcement purposes.
- Live feed access must be configurable, ensuring it adheres to data privacy policies while allowing real-time monitoring when required.
- FBR shall have authorized, role-based access to initiate live streaming without interfering with primary video analytics operations.

### 5. Seamless Integration with Hardware & Other Systems

- The software must be compatible with industrial-grade cameras and processing units deployed at taxpayer facilities.
- It should support on-premise deployment with optional cloud-based data consolidation.
- The vendor must provide APIs for integration with other enforcement systems and future FBR databases (if necessary)

## B. Technical Requirements & Specifications

The software should be developed using computer vision frameworks and must meet the following technical standards or equivalent:

Parameter	Specification
Computer Vision Framework	TensorFlow, PyTorch, or OpenCV-based models
Programming Languages	Python, C++, or Java for core ML processing

<b>Processing</b>	Computing support with on-prem and cloud compatibility
<b>Data Storage</b>	SQL/NoSQL databases for historical trend analysis
<b>API Support</b>	RESTful APIs for integration with enforcement platforms
<b>Alert System</b>	Customizable event-based alerts for anomalies
<b>Security Compliance</b>	End-to-end encryption for production data

**C. Compliance & Future Expansion**

- The system must be built with scalability in mind, allowing expansion across relevant facilities
- Vendors must ensure compliance with Pakistan’s data security regulations and FBR’s enforcement policies.
- The software should allow for future expansion into compliance monitoring, integrating with tax record systems if mandated by FBR in later phases.

The vendor would be required to:

- Provide a fully functional video analytics-based production counting solution that meets the defined requirements.
- Ensure that the system meets the functional, technical, and operational standards outlined above.
- Demonstrate the ability to provide a tailored solution, including a Proof-of-Concept test before full-scale implementation.
- Maintain scalability and integration capabilities, allowing expansion and integration with compliance systems.

**05 System Management, Administration, and Security Specifications**

- i. General Requirements: In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software components of the System, the System must also provide for the following management, administration, and security features at the overall system level.
- ii. Technical management and troubleshooting
- iii. User and usage administration
- iv. Security

**06 Service Specifications**

**i. Training and Training Materials:**

Professional Trainings & Certifications (Inland and International) of Video Analytics System management, etc for Spinners and FBR officers to manage/handle/enhance/develop proposed video analytics solutions/ equipment / software.

**a) Technical:**

- Compliance Sheet with every proposed product name and model number (for Video cameras, Computing machines & software integrations) should be presented on separate sheet with soft copy.
- All software and network devices shall be compatible with well know international brands/third party.

**b) Management:**

- The Vendor will be responsible for the services, replacement of faulty parts and issue diagnostic after handing over the equipment for the standard warranty periods.
- Validity of all the equipment will be at least 03 Years including Critical, Important & Security updates, firmware / Version Up- gradation as and when released.
- Vendor shall be liable to install, configure, check and commission of the video analytics system at all the sites.
- Vendor are required to provide warranty, support, services that will be applicable during the warranty period.
- Warranty, Maintenance and Technical Support should be supported and registered
- Vendor will replace, restore, reinstall, and reconfigure failed components/ devices, firmware, software and allied components without any additional cost during the warranty period.

**c) Technical Support:**

- Vendor shall provide the technical support during the operationalization of the deployed equipment for at least 02 years, which may be further extended if required.

**d) Warranty Service:** The Vendor shall provide comprehensive hardware and software maintenance services along with local support services for the Products agreed to be provided as per the Purchase Order and the terms of this Agreement for warranty period hereinafter referred to as “the Support Period”) from the date of base unit Product is delivered at the Designated Location and FBR has issued the Inspection Certificate (hereinafter referred to as the “Warranty Support Services”).

**e) User support / hot line:** User support / hot line: shall be 24/7/6

**f) Technical Assistance:**

Vendor shall provide the technical support during the operationalization of the deployed equipment for at least **03 years**, which may be further extended if required.

Responsibilities and system details will be mutually agreed upon between the vendor and the manufacturer during implementation

g) Post-warranty maintenance services:

Responsibilities and system details will be mutually agreed upon between the vendor and the manufacturer during implementation

The vendor will provide immediate support for the first 3 months for troubleshooting and improving the performance of the system in a real working environment as well the web-based application. Particularly on the moments of time where the auditor is evaluating data reported from the manufacturer in the system versus the one detected by the system

After the 3 months, the vendor will be supporting in a planned way in the following ways:

- Improve data capturing from the system (evaluate installation of new equipment)
- Improve data visualization in web-based application, in terms of how it is best
- Licensee shall provide the technical support to FBR during the operationalization of the deployed equipment including maintenance, replacement and troubleshooting in order to ensure uninterrupted monitoring of production.

h) Data Conversion and Migration:

Responsibilities and system details will be mutually agreed upon between the vendor and the manufacturer during implementation

**Documentation Requirements**

1. End user documents:

	<p>2. Technical Documents:</p> <p>Documentation should be shared in paper (located in the electrical cabinet) and digital</p> <p>Documentation must cover the following:</p> <ol style="list-style-type: none"> <li>a) User Manual</li> <li>b) Electrical diagrams</li> <li>c) Network diagrams</li> <li>d) Mechanical drawings</li> <li>e) Bill of Material: list of all components used, with manufacturer, part number, number of parts used</li> <li>f) Datasheet of most relevant materials used</li> <li>g) Spare parts and consumables (if needed)</li> <li>h) Warranties Note: To be defined by as per standards shared by FBR.</li> </ol>
08	<p><b>Consumables and other recurrent cost items</b></p> <p>Vendors shall provide the details of all consumables and Other Recurrent Cost items as per the proposed system.</p> <p>Example of possible consumables and other recurrent cost items are:</p> <ul style="list-style-type: none"> <li>• Costs for hosting the application online: cloud or server-based installation</li> <li>• Costs for software licenses: Integrated Development Environment (IDE) such as Visual Studio, other software tools for frontend development or database management. Nonetheless, it is highly recommended Open-source tools are more recommended</li> <li>• Costs for software licenses involving hardware: necessary software needed for developing and maintaining the different hardware such as cameras</li> <li>• Costs for Operating System: Windows license in installed machines or Windows Server for hosting the application</li> </ul>
<p><b>D. Testing and Quality Assurance Requirements</b></p>	



01	<p><b>Inspections</b></p> <ul style="list-style-type: none"> <li>i. The vendor must demonstrate the viability and capability of their proposed system by conducting an operational test at a designated spinning unit prior to license award.</li> <li>ii. The vendor shall be responsible for the safe and sound delivery of all hardware and other products as per the Purchase Order, at FBR’s designated locations as per schedule within the timescales stated in the Purchase Order.</li> <li>iii. FBR or its authorized representatives shall have the right to inspect and test the Product being supplied and installed by the vendors on or after delivery as per the Purchase Order.</li> <li>iv. FBR shall inspect and/or test the Product agreed to be supplied by the Vendor as per the Purchase Order to verify their conformity to the specification given in this agreement and the purchase Order. This shall include comprehensive tests provided by the Vendor and performed by FBR to prove that the Product operate in accordance with the requirements of FBR as per the Purchase Order and this Agreement.</li> <li>v. Should any inspected or tested Products fail to conform to the specifications as required by FBR and as per the Purchase Order, FBR may reject them and the Vendor shall either replace the rejected Products or make alterations necessary to meet specification requirements of FBR at no cost to FBR</li> </ul>				
02	<p><b>Proof of Concept test</b></p> <p>Before contract award/authorization the vendor will facilitate a Proof-of-Concept test. The vendor will demonstrate the performance of the system (<i>this following the indicative guidelines for all hardware, software and other components specified in Section V</i>) by conducting the following tests:</p> <p><b>System capability</b></p> <table border="1" data-bbox="268 1182 1325 1409"> <thead> <tr> <th data-bbox="268 1182 737 1304">Requirement</th> <th data-bbox="737 1182 1325 1304">Qualification criteria based on test</th> </tr> </thead> <tbody> <tr> <td data-bbox="268 1304 737 1409"> <ul style="list-style-type: none"> <li>• <b>PoC test in a factory for the turnkey solution (hardware + software)</b></li> </ul> </td> <td data-bbox="737 1304 1325 1409">Perform PoC test on 100 cotton bales at one facility. Deployment of hardware and software to mimic final deployment of solution</td> </tr> </tbody> </table>	Requirement	Qualification criteria based on test	<ul style="list-style-type: none"> <li>• <b>PoC test in a factory for the turnkey solution (hardware + software)</b></li> </ul>	Perform PoC test on 100 cotton bales at one facility. Deployment of hardware and software to mimic final deployment of solution
Requirement	Qualification criteria based on test				
<ul style="list-style-type: none"> <li>• <b>PoC test in a factory for the turnkey solution (hardware + software)</b></li> </ul>	Perform PoC test on 100 cotton bales at one facility. Deployment of hardware and software to mimic final deployment of solution				

	<ul style="list-style-type: none"> <li>• When 99% or above were recognized correctly– result is Very good</li> <li>• Between 95% - 99% were recognized correctly – result is good</li> <li>• Below 95%, result is not acceptable</li> </ul> <p>Conduct PoC on end to end turnkey solution (i.e., complete hardware, software and other required components) for a continuous 24 hour period</p> <p><i>Live feed monitoring validation must be included in the Proof-of-Concept (PoC) test, ensuring that FBR has on-demand access to real-time video feeds from deployed cameras at designated location</i></p>	
<p><b>Robustness test</b></p>		
<p><b>Requirement</b></p>	<p><b>Qualification criteria based on test</b></p>	
<p>System doesn't get out of calibration with the following scenarios:</p> <ul style="list-style-type: none"> <li>• Tracking end-to-end movement of manually handled items (e.g., cotton bales), including manual manipulation</li> <li>• Normal vibration from the cotton bale line</li> <li>• Lighting environment variation in the cotton bale line</li> </ul>	<p>Yes or No <i>(based on results of POC)</i></p>	

<ul style="list-style-type: none"> <li>Interference in camera feed (e.g., labor, dust, etc.)</li> </ul>		
<p><b>Test of all shapes and sizes of cotton bales</b></p>		
<p><b>Requirement</b></p>	<p><b>Qualification criteria based on test</b></p>	
<p>Vide Analytics System is able to detect all mandated cotton bale shapes and sizes (local and international) present at the POC facility</p>	<p>Yes or No (<i>based on results of POC</i>)</p>	

04

**Technical Evaluation Criteria**

**1. Specific experience of the applicant with IT and OT knowledge**

Sr. No.	Particulars	Points System	Details
A	Number of projects involving real-time object detection in any industry and/or setting	3 or more projects = 15 marks	<b>Supporting Documents:</b> Client PO or experience certificate mentioning total number of projects
		2 projects = 10 marks	
		1 project = 5 marks	
		No project = 0 marks	

**2. Specific Experience in deployment of Video Analytics Systems**

A	Number of projects involving real-time production counting using end to end video analytics system in any industry / setting	3 or more projects = 15 marks	<b>Supporting Documents:</b> Client PO or experience certificate mentioning total number of projects
		2 projects = 10 marks	
		1 project = 5 marks	
		No project = 0 marks	

### 3. Specific experience with IT systems

A	Number of projects where the applicant deployed IT systems integrated with video analytics for production counting	3 or more projects = 15 marks	<b>Supporting Documents:</b> Client PO or experience certificate mentioning total number of projects
		2 projects = 10 marks	
		1 project = 5 marks	
		No project = 0 marks	

4. Technical proposal presentation		Mark (1 or 0)	Marks for weightage
<b>Video Analytics System</b>			
A	Industrial and standard Power Source Supply		Mandatory
B	Industrial and standard switch		Mandatory
C	Industrial and standard electrical cabinet		Mandatory
D	Proper cable management with identification tags reflected in the documentation		Mandatory
E	Available space for modification and expansion		Mandatory.
F	Industry level cables and connectors		Mandatory
G	Accessibility for procurement in Pakistan		Mandatory
H	UPS (Uninterruptable power supply)		Mandatory
I	Robust and industry-level hardware connectors		Mandatory

J	Accessibility of hardware for procurement in Pakistan		Mandatory
<b>IT expertise</b>			
A	System is scalable		Mandatory
B	Integration with other software / systems (e.g., databases, web-based application, systems)		Mandatory
C	Built in cyber security measures to prevent data tampering (e.g., local server, data transmission etc.)		Mandatory
D	User friendly interface		Mandatory

To be eligible for licensing under this procurement, vendors must achieve a minimum technical evaluation score of **70%** based on the technical assessment criteria outlined above. Any proposal that does not meet this minimum threshold will be considered non-compliant and will not be further considered in the bidding process.

Once technically qualified, vendors will be required to conduct a successful Proof of Concept (PoC) for contract award and selection as per the defined POC criteria. Vendors must demonstrate the operational viability, accuracy, and efficiency of their proposed solution through the PoC process. Failure to meet the PoC criteria, including the required minimum performance benchmarks, will result in immediate disqualification. No further evaluation or consideration will be given to vendors whose PoC does not meet the prescribed standards.

The Federal Board of Revenue (FBR) reserves the right to determine the maximum number of vendors to be awarded licenses based on industry scale, operational requirements, and enforcement feasibility. The final selection of vendors shall be made with due consideration of the above.

05 **Project Plan**

The Project Plan submitted by the Supplier shall comprehensively (but not limited to) address the following subjects:

**1. Equipment and indicative cost**

- Detailed specifications, quantities, and brands of all equipment being used to deploy the system (including hardware and software).
- Indicative cost of deploying video analytics system on one line

**2. Project Organization and Management Plan**

- Define the roles, responsibilities, and governance structure for effective project execution.
- Include escalation pathways and points of contact for smooth communication and issue resolution.

**3. Delivery and Installation Plan**

- Detailed timelines and logistics for delivering and installing all components of the video analytics system.
- Specify dependencies (e.g., on-site readiness, power, and connectivity requirements).

**4. Training Plan**

- Comprehensive training modules for Manufacturer and FBR's staff covering system operation, data analysis, and troubleshooting.
- Include follow-up refresher sessions, if applicable.

**5. Pre-qualification and Operational Acceptance Testing Plan**

- Testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning.
- Include criteria for Operational Acceptance.

**6. Disaster recovery plan**

- DR plan shall include:
- Roles and responsibilities of the Disaster Recovery Team (i.e., Primary contact, Response team, Post-mortem analysis, Operations restoration)
- Disaster recovery procedures (i.e., Disaster Recovery calling tree, Activation criteria for activating the plan)
- Recovery runbooks (i.e., Step-by-step procedures for restoring operations)
- Backup and Restore Procedures (i.e., Regular backups verification and detailed steps for restoring data from backup)

#### **7. Warranty Service Plan**

- Details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules.
- Ensure alignment with the warranty requirements specified in Section [insert reference].

#### **8. Task, Time, and Resource Schedules**

- A Gantt chart or similar representation of key tasks, milestones, and associated timelines.
- Resource allocation details (e.g., personnel, equipment).

#### **9. Post-Warranty Service Plan (if applicable)**

- Outline post-warranty service provisions, including options for extending support agreements.

#### **10. Technical Support Plan**

- 24/7 support infrastructure, escalation matrix, and service-level agreements (SLAs).
- Availability of spare parts and maintenance procedures.

#### **11. Video Analytics System Development**

- Detailed customization plan for the video analytics system to meet the specific needs of FBR.

- Include integration with existing systems, data security protocols, and scalability provisions.

#### **12. Compliance and Certification Plan**

- Ensure adherence to relevant regulatory and security standards (e.g., PTA-approved equipment, evaluation certifications).
- Provide documentation and timelines for obtaining all necessary certifications.

#### **13. Reporting and Monitoring Plan**

- Mechanism for regular progress updates to FBR.
- Include provisions for dashboards or analytics reports to monitor system performance.



## **SECTION VI: STANDARD FORMS**



## Form 1 Letter of Bid

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

*Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.*

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

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

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

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

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

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

**To:** *[insert complete name of FBR]*

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

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

In submitting our Bid we make the following declarations:

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

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

*In case of multiple lots, the total price of each lot is N/A*

*In case of multiple lots, total price of all lots (sum of all lots) N/A*

- (f) **Discounts:** The discounts offered and the methodology for their application are:



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

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

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

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

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

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

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

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



## Bidder Information Form

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

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

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

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

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

1. Bidder's Name <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 FBR
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



### Bidder's JV Members Information Form

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

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

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

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

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

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



### Form of Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Supplies delivered (*insert period*) years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last (*insert period*) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

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

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

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



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

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

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

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

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

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

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

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

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

1.12 Statement of compliance with the requirements of ITB 3.4.



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

**2. Joint Ventures**

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

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

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

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

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

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

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

**3. Additional Requirements**

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

We, the undersigned declare that

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

*Or [delete statement which does not apply]*

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_



**Form FIN**  
**Financial Situation and Performance**

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

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

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

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

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

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

**1. Financial data**

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



## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the *[number]* years required above; and complying with the requirements.





### **Price Schedule Forms**

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

Preamble:

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

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

#### **Pricing**

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

### **Supply and Installation Cost Table**

*As necessary for supply, installation, and achieving Operational Acceptance of the System, specify items in the Table below, modifying, deleting, or expanding the sample line items and sample table*



entries as needed. Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates			Total Prices			
				Supplied Locally	Supplied from Abroad		Supplied Locally	Supplied from Abroad		
				[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	[ insert: local currency ]	[ insert: local currency ]	[ insert: foreign currency A ]	
Subtotals (to [ insert: <b>line item</b> ] of Supply and Installation Cost Summary Table)										

**Note:** - - indicates not applicable.

Name of Bidder:	
Authorized Signature of Bidder:	



**Recurrent Cost Sub-Table** [insert: *identifying number*]

*The detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration. Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.*

Component No.	Component	Maximum all-inclusive costs (for costs in [ insert: <i>currency</i> ])						Sub-total for [ insert: <i>currency</i> ]
		Y1	Y2	Y3	Y4	...	Yn	
	Annual Subtotals:							--
Cumulative Subtotal (to [ insert: <i>currency</i> ] entry for [ insert: <i>line item</i> ] in the Recurrent Cost Summary Table)								

Name of Bidder:	
Authorized Signature of Bidder:	

Note: The cost for maintenance must be quoted after expiry of the warranty period e.g. if a component is having three year warranty than the price charged for such maintenance shall be applicable after expiry of the warranty period.



### Grand Summary Cost Table

		<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency</i> Price
1.	Supply and Installation Costs		
2.	Recurrent Costs		
3.	Grand Totals (to Bid Submission Form)		

Name of Bidder:	
Authorized Signature of Bidder:	

**Manufacturer's Authorization**

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

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

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

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

To: *[insert complete name of FBR]*

**WHEREAS**

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

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

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## General Information Form

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

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

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

Nationality of beneficial owners along with shares percentage		
Name	Nationality	Share Percentage
1.		
2.		
3.		
4.		
5.		

To be completed by all owners of partnerships or individually owned firms.



**Details of Contracts of Similar Nature and Complexity**

Name of Bidder or partner of a Joint Venture
--

Use a separate sheet for each contract.

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

## Form of Bid Security

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

*[Guarantor letterhead or SWIFT identifier code]*

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

**No.:** *[FBR 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 guarantee, 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 guarantee 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.

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*[Signature(s)]*

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

**Form of Bid-Securing Declaration**

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

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

No.: *[number of bidding process]*

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

To: *[complete name of FBR]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by FBR during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance guarantee, if required, in accordance with the ITB.

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

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by 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 attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Letter of Acceptance

*[Letter head paper of FBR]*

*[date]*

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

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

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

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

You are hereby required to furnish the Performance Guarantee 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

**SECTION VII: GENERAL CONDITIONS  
OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

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

		k)	<b>“Related Services”</b> means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		l)	<b>“GCC”</b> means the General Conditions of Contract contained in this section.
		m)	<b>“Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b> .
		n)	<b>“Information System,”</b> also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier’s Equipment), together with the Services to be carried out by the Supplier under the Contract
		o)	<b>“SCC”</b> means the Special Conditions of Contract.
		p)	<b>“Supplier”</b> means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the FBR and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the <b>SCC</b> .
		q)	<b>“Project Name”</b> means the name of the project stated in <b>SCC</b> .
		r)	<b>“Day”</b> means calendar day.
		s)	<b>“Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	<b>“End User”</b> means the organization(s) where the goods will be used, as named in the <b>SCC</b> .
		u)	<b>“Origin”</b> means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		v)	<b>“Force Majeure”</b> means an unforeseeable event which is beyond reasonable control of either Party and which makes a

			<p>Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "<b>Force Majeure</b>" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		w)	" <b>Specification</b> " means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the FBR.
		x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the FBR.
2.	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Bid, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>
<b>3.</b>	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> <li>a) Submission of performance guarantee in the form specified in the <b>SCC</b>.</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ol>
		3.2	<p>If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.3	<p>If the FBR is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.</p>
<b>4.</b>	<b>Governing Language</b>	4.1	<p>The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the FBR shall be written in the language specified in <b>SCC</b>. Subject to <b>GCC Clause 3.1</b>, the version of the Contract written in the specified language shall govern its interpretation.</p>

5.	<b>Applicable Law and Effectiveness of the contract</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in <b>SCC</b> .
		5.2	The Contract shall be effective from the date specified in the SCC,
6.	<b>Country of Origin</b>	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Supplier.
7.	<b>Scope of the Information System</b>	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan
		7.2	The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
		7.3	The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings
8.	<b>Supplier's Responsibilities</b>	8.1	The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

		8.2	The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the FBR and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the FBR's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the FBR and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the FBR's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the FBR from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the FBR to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the FBR.

		8.6	The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	The Supplier shall permit the FBR and/or persons appointed by the FBR to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in the SCC.
<b>9.</b>	<b>FBR's Responsibility</b>	9.1	The FBR shall ensure the accuracy of all information and/or data to be supplied by the FBR to the Supplier, except when otherwise expressly stated in the Contract.
		9.2	The FBR shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 15) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 39.
		9.3	The FBR shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

		9.4	If requested by the Supplier, the FBR shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
		9.5	In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the FBR shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
		9.6	The FBR shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the FBR may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion
		9.7	Unless otherwise specified in the Contract or agreed upon by the FBR and the Supplier, the FBR shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan.
		9.8	The FBR will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract.

		9.9	The FBR assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
		9.10	The FBR is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
		9.11	Other FBR responsibilities, if any, are as stated in the SCC.
<b>10.</b>	<b>Performance Guarantee</b>	10.1	The proceeds of the Performance Guarantee shall be payable to the FBR as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.2	The Performance Guarantee shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the FBR; or  b) A cashier's or certified check
		10.3	The performance guarantee will be discharged by the FBR and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
<b>11.</b>	<b>Taxes and Duties</b>	11.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		11.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the FBR shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		11.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the FBR.
<b>12.</b>	<b>Copy Rights</b>	12.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

		12.2	The FBR agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the FBR for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		12.3	The FBR's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC
		12.4	As applicable, the FBR's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the FBR. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the FBR may consider necessary or desirable to perfect the right, title, and interest of the FBR in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the FBR, and where permitted by applicable law, ensure that the holder of such a moral right waives it.
		12.5	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are <b>specified in the SCC</b> and in <b>accordance with the SCC</b>

13.	<b>Software License Agreements</b>	<p>13.1 Except to the extent that the Intellectual Property Rights in the Software vest in the FBR, the Supplier hereby grants to the FBR license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <p>a) be:</p> <ul style="list-style-type: none"> <li>(i) nonexclusive;</li> <li>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 39;</li> <li>(iii) valid throughout the territory of the FBR's Country (or such other territory as specified in the SCC); and</li> <li>(iv) subject to additional restrictions (if any) as specified in the SCC.</li> </ul> <p>b) permit the Software to be:</p> <ul style="list-style-type: none"> <li>(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</li> <li>(ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class;</li> <li>(iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for</li> </ul>
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			<p>use. on those other computers to the extent necessary to that access;</p> <p>(iv) reproduced for safekeeping or backup purposes;</p> <p>(v) customized, adapted, or combined with other computer software for use by the FBR, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the FBR may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> <p>(vii) disclosed to, and reproduced for use by, the FBR and by such other persons as are specified in the SCC (and the FBR may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p>
		13.2	The Standard Software may be subject to audit by the Supplier, in accordance with the terms <b>specified in the SCC</b> , to verify compliance with the above license agreements.
<b>14.</b>	<b>Confidential Information</b>	14.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the FBR or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		14.2	For the purposes of GCC Clause 14.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the FBR or the FBR's use of the System.

	14.3	<p>Notwithstanding GCC Clauses 14.1 and 142:</p> <ul style="list-style-type: none"> <li>(a) the Supplier may furnish to its Subcontractor Confidential Information of the FBR to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</li> <li>(b) the FBR may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,</li> </ul> <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 14 as if that person were party to the Contract in place of the Receiving Party.</p>
	14.4	<p>The FBR shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the FBR's prior written consent, use any Confidential Information received from the FBR for any purpose other than those that are required for the performance of the Contract.</p>
	14.5	<p>The obligation of a party under GCC Clauses 14.1 through 14.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of the Receiving Party;</li> <li>(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;</li> <li>(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.</li> </ul>
	14.6	<p>The above provisions of this GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p>

		14.7	The provisions of this GCC Clause 14 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
<b>15.</b>	<b>Project Plan</b>	15.1	In close cooperation with the FBR and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		15.2	The Supplier shall formally present to the FBR the Project Plan in accordance with the procedure specified in the SCC
		15.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 33.
		15.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		15.5	The Progress and other reports <b>specified in the SCC</b> shall be prepared by the Supplier and submitted to the FBR in the format and frequency specified in the Technical Requirements.
<b>16.</b>	<b>Sub-contracting</b>	16.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the FBR. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the FBR for its approval in sufficient time so as not to impede the progress of work on the System. The FBR shall not withhold such approval unreasonably. Such approval by the FBR of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract
		16.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 16.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the FBR's prior approval under GCC Clause 16.3.

		16.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the FBR in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the FBR has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the FBR has objected in writing prior to the end of the notice period. The absence of a written objection by the FBR during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the FBR of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the FBR or Supplier as they are specified in GCC Clauses 16.1 and 16.2, in the SCC, or in Appendix of the Contract Agreement.
<b>17.</b>	<b>Procurement and Delivery</b>	17.1	Subject to related FBR's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		17.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		17.3	Early or partial deliveries require the explicit written consent of the FBR, which consent shall not be unreasonably withheld.
<b>18.</b>	<b>Transportation</b>	18.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the FBR's instructions to the Supplier.
		18.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		18.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

19.	<b>Documents</b>	19.1	<p>Unless otherwise <b>specified in the SCC</b>, the Supplier will provide the FBR with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the FBR's Country:</p> <p>Upon shipment, the Supplier shall notify the FBR and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the FBR by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> <li>(a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) usual transportation documents;</li> <li>(c) insurance certificate;</li> <li>(d) certificate(s) of origin; and</li> <li>(e) estimated time and point of arrival in the FBR's Country and at the site.</li> </ul> <p>(ii) For Goods supplied locally (i.e., from within the FBR's country):</p> <p>Upon shipment, the Supplier shall notify the FBR by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the FBR by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> <li>(a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;</li> <li>(b) delivery note, railway receipt, or truck receipt;</li> <li>(c) certificate of insurance;</li> <li>(d) certificate(s) of origin; and</li> <li>(e) estimated time of arrival at the site.</li> </ul>
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			<p>(iii) Customs Clearance</p> <p>(a) The FBR will bear responsibility for, and cost of, customs clearance into the FBR's country in accordance with the particular Incoterm(s) used for Goods supplied from outside the FBR's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the FBR, the Supplier will make available a representative or agent during the process of customs clearance in the FBR's country for goods supplied from outside the FBR's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 24; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p>
20.	<b>Product Upgrades</b>	20.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the FBR the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
		20.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the FBR any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the FBR's Country.
		20.3	During performance of the Contract, the Supplier shall offer to the FBR all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the FBR's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.

21.	<b>Inspections and Test</b>	21.1	The FBR or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the FBR. SCC and the Technical Specifications shall specify what inspections and tests the FBR shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		21.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the FBR.
		21.3	Should any inspected or tested component fail to conform to the Specifications, the FBR may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the FBR.
		21.4	The FBR's right to inspect, test and, where necessary, reject component after' arrival in the FBR's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the FBR or its representative prior to the shipment from the country of origin.
		21.5	The FBR may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected
		21.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

22.	<b>Installation of the System</b>	22.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the FBR in writing
		22.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 22.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 24.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 22.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the FBR in writing, in accordance with GCC Clause 22.1. The procedure set out in this GCC Clause 22.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		22.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 22.1, or if the FBR puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the FBR put the System into production operation, as the case may be.

23.	<b>Commissioning</b>	23.1	<p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 24.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 22.2; or</li> <li>(b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or</li> <li>(c) immediately after Installation is deemed to have occurred, under GCC Clause 22.3.</li> </ul>
		23.2	<p>The FBR shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p>
24.	<b>Operational Acceptance Tests</b>	24.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the FBR (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier’s bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the FBR’s discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>

		24.2	If for reasons attributable to the FBR, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 24.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the FBR and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.
25.	<b>Operational Acceptance</b>	25.1	<p>Subject to GCC Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> <li>a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or</li> <li>b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the FBR within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 24.2 above; or</li> <li>c) the FBR has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the FBR and document such use</li> </ul>
		25.2	At any time after any of the events set out in GCC Clause 25.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
		25.3	<p>After consultation with the FBR, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> <li>(a) issue an Operational Acceptance Certificate; or</li> <li>(b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or</li> <li>(c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 25.1 (b) arises.</li> </ul>

		<p>25.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the FBR, and the FBR, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the FBR of its request for Operational Acceptance Certification, in accordance with GCC Clause 25.3. The FBR shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 25.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 25.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
		<p>25.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 24.1, then either:</p> <p style="padding-left: 40px;">(a) the FBR may consider terminating the Contract, pursuant to GCC Clause 39;</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the FBR to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</p>
		<p>25.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p>

26.	<b>Partial Acceptance</b>	26.1	If so specified in the SCC for GCC Clause 24.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 26.2
		26.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 26.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 25.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		26.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the FBR or Supplier.
27.	<b>Warranty/ Defect Liability Period</b>	27.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the FBR, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

		27.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC.
		27.3	The FBR shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		27.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the FBR regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier
		27.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the FBR may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the FBR may have against the Supplier under the Contract.
28.	<b>Intellectual Property Rights Indemnity</b>	28.1	<p>The Supplier shall indemnify and hold harmless the FBR and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the FBR or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> <li>(a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;</li> <li>(b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and</li> <li>(c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the FBR's breach of GCC Clause 28.2.</li> </ul>

		28.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		28.3	Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the FBR's organization;</li> <li>(b) is a direct result of a design mandated by the FBR's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or</li> <li>(c) results from the alteration of the System, including the Materials, by the FBR or any persons other than the Supplier or a person authorized by the Supplier</li> </ul>
<b>29.</b>	<b>Insurance</b>	29.1	The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the <b>SCC</b> .
<b>30.</b>	<b>Limitation of Liability</b>	3201	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the FBR, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the FBR; and</li> <li>(b) the aggregate liability of the Supplier to the FBR, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the FBR with respect to intellectual property rights infringement</li> </ul>

31.	<b>Related Services</b>	31.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b>:</p> <ul style="list-style-type: none"> <li>▪ Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</li> <li>▪ Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>▪ Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>▪ Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>▪ Training of the FBR's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.</li> </ul>
		31.2	<p>Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
32.	<b>Change Orders</b>	32.1	<p>The FBR may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>a) Drawings, designs, or specifications;</li> <li>b) The method of shipment or packing;</li> <li>c) The place of delivery; and/or</li> <li>d) The Services to be provided by the Supplier.</li> </ul>
		32.2	<p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the FBR change order.</p>

		32.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>33.</b>	<b>Contract Amendments</b>	33.1	Subject to <b>GCC Clause 32</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>34.</b>	<b>Assignment</b>	34.1	Neither the FBR nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
<b>35.</b>	<b>Sub-contracts</b>	35.1	The Supplier shall consult the FBR in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
<b>36.</b>	<b>Delays in the Supplier's Performance</b>	36.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the FBR in the Schedule of Requirements.
		36.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the FBR in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the FBR shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		36.3	Except as provided under <b>GCC Clause 39</b> , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to <b>GCC Clause 37</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 36.2</b> without the application of liquidated damages.

37.	<b>Liquidated Damages</b>	37.1	Subject to <b>GCC Clause 37</b> , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the FBR shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance guarantee specified in <b>SCC</b> . Once the said maximum is reached, the FBR may consider termination of the Contract pursuant to <b>GCC Clause 38</b> .
38.	<b>Termination for Default</b>	38.1	The FBR or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		<p>38.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>○ the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the FBR or</li> <li>○ the Supplier fails to perform any other obligation(s) under the Contract;</li> <li>○ Supplier’s failure to submit performance guarantee within the time stipulated in the <b>SCC</b>;</li> <li>○ the supplier has abandoned or repudiated the contract.</li> <li>○ the FBR or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</li> <li>○ a payment is not paid by the FBR to the Supplier after 84 days from the due date for payment;</li> <li>○ the FBR gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the FBR; and</li> <li>○ if the FBR determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</li> </ul>
		<p>38.3 For the purpose of this clause:  <b>“Corrupt and Fraudulent Practice”</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>
		<p>38.4 In the event the FBR terminates the Contract in whole or in part, pursuant to <b>GCC Clause 24.1</b>, the FBR may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the FBR for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>

<p><b>39. Termination for Force Majeure</b></p>	<p>39.1</p>	<p>Notwithstanding the provisions of <b>GCC Clauses 36, 37, and 38</b>, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, ‘Force Majeure’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
	<p>39.2</p>	<p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the FBR in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p><b>40. Termination for Insolvency</b></p>	<p>40.1</p>	<p>The FBR may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the FBR.</p>

41.	<b>Termination for Convenience</b>	41.1	The FBR, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the FBR's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		41.2	<p>The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the FBR at the Contract terms and price. For the remaining system, the FBR may elect:</p> <ul style="list-style-type: none"> <li>o To have any portion completed and delivered at the Contract terms and prices; and / or</li> <li>o To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
42.	<b>Transfer of Ownership</b>	42.1	With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the FBR at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.
		42.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 12 (Copyright) and any elaboration in the Technical Requirements
		42.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
43.	<b>Disputes Resolution</b>	43.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		43.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

44.	<b>Procedure for Disputes Resolution</b>	44.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the <b>SCC</b> .
		44.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		44.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the <b>SCC</b> .
45.	<b>Replacement of Arbitrator</b>	45.1	Should the Arbitrator resign or die, or should the FBR and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
46.	<b>Notices</b>	46.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC</b> .
		46.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

## Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	FBR is: Federal Board of Revenue
2.	1.1(j)	<p>The <b>Vendor</b> is Onboarded vendor  The <b>Client</b> is Textile Spinning taxpayers / players</p> <p><b>Definitions:</b> In this RFP, unless there is anything repugnant in the subject or context</p> <ol style="list-style-type: none"> <li>a. <b>“FBR” or “Board”</b> refers to the Federal Board of Revenue, responsible for authorizing to the deploy the specified system and ensuring compliance with the technical and operational requirements specified in this RFP</li> <li>b. <b>“Authorized vendor” or “Vendor”</b> refers to any registered company authorized by the Board to deploy the specified system in accordance with the technical and operational requirements specified in this RFP</li> <li>c. <b>“Client” or “Manufacturer”</b> refers to textile spinning taxpaying entities that are required to implement the specified system</li> <li>d. <b>“Pre-qualification”</b> means the selection of authorized vendor on the basis of technical and operational requirements and criteria defined</li> <li>e. <b>“Video Analytics System” or “System”</b> refers to the end to end integrated solution to be deployed by the vendor, encompassing the installation, configuration, and maintenance of all hardware and software components necessary for production counting via video analytics. This includes (but is not limited to) cameras, network video recorders (NVRs), local servers (CPU/GPU), and video analytics software. The system must ensure seamless data capture, processing, and accuracy to track production counts at textile spinning units. The system must deliver high-accuracy object detection for cotton bale counting, support real-time calibration, enable automated reporting, and allow for future scalability based on operational needs. The vendor is responsible for integrating, operationalizing, maintaining, and ensuring full compatibility of the software with the installed hardware, as required by FBR’s technical and operational specifications.</li> </ol>

3.	1.1(q)	The title of the subject procurement or The Project is: <b>AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR</b>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be: <i>English</i>
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of the <i>Land</i>
	5.2	The Contract shall be effective from the date of <i>Acceptance</i>
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is <i>PAKISTAN</i>
<b>Scope of the System (GCC 7)</b>		
7.	7.1	The Scope of the System is <b>AUTHORIZED VENDORS FOR INSTALLATION AND MAINTENANCE OF VIDEO ANALYTICS SYSTEM FOR COTTON BALES COUNTING IN TEXTILE SECTOR</b>
<b>Vendor Responsibilities (GCC 8)</b>		
8.	8.1	<p><b>The Vendor shall have the following additional responsibilities:</b></p> <p><b>Pre-qualification test:</b></p> <ul style="list-style-type: none"> <li>• The Vendor must conduct a viability and capability demonstration test at a designated FBR-approved site (e.g., a spinning unit) to validate that the proposed system meets the operational and technical specifications. This test will form a prerequisite for final award approval.</li> <li>• Certification must be completed by an FBR-approved inspection body or technical evaluation committee.</li> <li>• The results of the evaluation, including detailed compliance and performance metrics, shall be submitted to FBR for review and approval before proceeding further in the contract execution process.</li> </ul>

	<p><b>Compliance with Security Standards:</b></p> <ul style="list-style-type: none"> <li>The Vendor shall submit a <b>security certificate</b> ensuring that the video analytics system/IT equipment provided is free from any hidden backdoors, vulnerabilities, or other exploitable flaws. This certificate should be issued by an accredited organization or certified third party.</li> </ul> <p><b>Evaluation Certification:</b></p> <ul style="list-style-type: none"> <li>The Vendor shall ensure that all IT/security systems and equipment provided are certified through a <b>formal evaluation process</b> as per the required specifications outlined by FBR. This certification must be submitted at the time of system acceptance.</li> </ul> <p><b>Inspection and Acceptance:</b></p> <ul style="list-style-type: none"> <li>The Vendor shall facilitate <b>inspection of all provided hardware and software components</b> by the designated FBR team to ensure compliance with specifications. This includes: <ul style="list-style-type: none"> <li><b>CCTV cameras</b> (resolution, night vision capabilities, and durability).</li> <li><b>Network Video Recorders</b> (storage capacity, performance under stress testing).</li> <li><b>Video analytics model</b></li> </ul> </li> </ul> <p><b>PTA-Approved Equipment:</b></p> <ul style="list-style-type: none"> <li>If applicable, all equipment, products, or solutions proposed by the Vendor must be <b>PTA-approved</b> and comply with local telecommunication standards.</li> </ul> <p><b>Adherence to Specifications:</b></p> <ul style="list-style-type: none"> <li>The Vendor shall adhere to the detailed specifications provided by FBR for all system components. The specifications include, but are not limited to: <ul style="list-style-type: none"> <li>Minimum <b>camera resolution and frame rate</b>.</li> <li>Required <b>storage capacities</b> for NVR and servers.</li> <li>Functional capabilities of Computer Vision based <b>video analytics software</b>.</li> <li>Integration of <b>local and remote servers</b> with dashboards for centralized monitoring.</li> </ul> </li> </ul> <p><b>Costing and Vendor Rates:</b></p>
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		<ul style="list-style-type: none"> <li>The Vendor must comply with agreed vendor rates for inspections, installations, and maintenance activities. No additional charges shall be imposed unless explicitly approved by FBR.</li> </ul>
<p><b>FBR’s Responsibilities (GCC 9)</b></p>		
9.	9.1	<p><b>FBR shall have the following additional responsibilities:</b></p> <ul style="list-style-type: none"> <li>Ensure site access for installation and operationalization of video analytics systems.</li> <li>Approve submitted site designs and specifications in a timely manner.</li> <li>Assign a focal point for vendor coordination and project communication.</li> </ul>
<p><b>Price (GCC 10)</b></p>		
10.	10.1	<p>The pricing terms and conditions will be agreed upon between the Manufacturer and the Vendor as part of the licensing arrangement for deploying the video analytics system</p> <p>Vendors are required to provide indicative pricing for all components of their proposed solution, ensuring transparency in cost estimation while allowing flexibility in final implementation. The indicative pricing should cover all aspects of the end-to-end video analytics system, including but not limited to:</p> <ol style="list-style-type: none"> <li><b>Hardware Costs</b> <ul style="list-style-type: none"> <li>Cameras, local processing units, storage devices, and networking equipment.</li> <li>Any additional infrastructure required for seamless system functionality.</li> </ul> </li> <li><b>Software Costs</b> <ul style="list-style-type: none"> <li>Licensing fees, Computer Vision based video analytics software, and integration costs.</li> <li>Any subscription-based or recurring costs associated with software functionality.</li> </ul> </li> <li><b>Implementation &amp; Deployment Costs</b> <ul style="list-style-type: none"> <li>Installation, system calibration, and configuration at textile manufacturing sites.</li> <li>Testing, training, and operational onboarding costs.</li> </ul> </li> <li><b>Maintenance &amp; Support Costs</b></li> </ol>

		<ul style="list-style-type: none"> <li>○ Ongoing software updates, troubleshooting, and technical support.</li> <li>○ Hardware maintenance, replacement policies, and system performance monitoring.</li> </ul> <p><b>5. Any Other Relevant Costs</b></p> <ul style="list-style-type: none"> <li>○ Compliance-related costs, security features, and data protection measures.</li> <li>○ Customization costs (if applicable) to meet FBR’s operational requirements.</li> </ul> <p><b>E. Guidelines for Pricing Submission</b></p> <ul style="list-style-type: none"> <li>• Indicative pricing must be itemized, detailing individual components and cost structures.</li> <li>• Vendors must clearly outline any recurring costs such as licensing renewals or cloud-based services.</li> <li>• FBR reserves the right to mandate system upgrades or modifications where necessary to maintain accuracy, compliance, or operational effectiveness.</li> </ul> <p>Any upper limits on pricing for all vendors, including hardware and software cost, licensing fees, maintenance/engineering cost and others shall be determined solely by FBR before the contract finalization</p> <p><b>Note:</b> This limit may be revised over time at the discretion of the procuring agency, i.e., FBR.</p> <p>FBR reserves the right to:</p> <ol style="list-style-type: none"> <li>1. Evaluate the pricing feasibility during bid evaluation based on industry benchmarks and total cost of ownership.</li> <li>2. Reject, negotiate, or impose a cost ceiling if the proposed pricing is not justifiable or exceeds reasonable market value.</li> <li>3. Define final cost ceilings before contract execution, ensuring cost control and transparency in the procurement process.</li> </ol> <p>As a reference for bidders, FBR may impose an upper limit on the annual equipment maintenance cost, which shall not exceed 10% of the annualized contract value. The final limit shall be determined by FBR at the time of contract finalization, based on operational requirements and vendor proposals</p> <p><i>Vendors are encouraged to offer competitive pricing structures, including discounts for long-term commitments or volume-based reductions etc.</i></p>
<b>Payment (GCC 11)</b>		
11.		The final pricing terms and conditions will be agreed upon between the Manufacturer and the Vendor as part of the licensing arrangement

		<p>To ensure affordability and ease of adoption, vendors may offer flexible payment structures, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Phased or instalment-based payments to reduce the financial burden on taxpayers.</li> <li>• Competitive pricing and potential discounts for long-term commitments.</li> <li>• Line and/or facility wise system setup payment plans</li> </ul> <p>Flexible terms that accommodate affordability without compromising system integrity</p>
<b>Performance Guarantee (GCC 12)</b>		
12.		The amount of performance guarantee, shall be <b>5,000,000</b> of contract amount.
13.		After delivery and acceptance of the Information System, <b>50%</b> of the Performance Guarantee shall be withheld to cover the Supplier’s warranty obligations in accordance with <b>GCC Clause 29</b> .
<b>Taxes and Duties (GCC 13)</b>		
14.		The quoted rates shall be inclusive of all applicable taxes will be administered
<b>Copy Rights (GCC 14)</b>		
15.	14.3	<p>FBR may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Supplier’s prior written consent, under the following circumstances:</p> <p>FBR will be the sole owner of all the customized software, its components, and associated materials, with unrestricted rights to use, modify, and integrate these into its systems.</p> <p>However, the vendor may not transfer, assign, or sublicense proprietary elements, middleware, or any other components in any circumstance</p>
16.	14.4	<p>The Procuring agencies and Supplier’s rights and obligations with respect to Custom Software or elements of the Custom Software are as follows [ <i>state: “not applicable” if Custom Software is not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos</i>].</p> <p>The Procuring agencies and Supplier’s rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows [ <i>state:</i></p>

		<p><i>“not applicable” if Custom Materials are not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].</i></p> <p><i>FBR will be the sole Owner for all the customized software or its components and materials and have all the rights on the system.</i></p>
17.	14.5	No software escrow contract is required for the execution of the Contract
<b>Software License Validity (GCC 15)</b>		
18.	15.1 (a)(iii)	The Standard Software <b>license shall be valid throughout Pakistan, including all taxpayer facilities where the Video Analytics System is deployed.</b> The license must also cover <b>FBR’s central operations</b> , allowing remote monitoring and analysis if required.
19.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions: <ul style="list-style-type: none"> <li>• <b>No restrictions on FBR’s operational access and control.</b></li> <li>• <b>Vendor may not impose geographical limitations or user restrictions.</b></li> <li>• <b>Software must allow FBR to conduct audits, inspections, and generate reports</b></li> </ul>
20.	15.1(b) (ii)	The Software <b>license shall permit FBR to transfer</b> the software to <b>any equivalent or upgraded system</b> without requiring additional licensing costs. <ul style="list-style-type: none"> <li>• Any <b>replacement server or computer must be allowed to operate the software</b> as long as it meets or exceeds minimum system requirements.</li> <li>• <b>Vendor must provide installation support for replacement systems</b></li> </ul>
21.	15.1(b) (vii)	The Software <b>license shall permit the software to be disclosed to and used by authorized FBR personnel, its technology service providers, and any approved subcontractors</b> for the purpose of system maintenance, enforcement monitoring, and compliance auditing. <ul style="list-style-type: none"> <li>• The vendor may <b>not</b> impose restrictions on FBR’s <b>technical support and operational teams.</b></li> <li>• Any <b>third-party support providers contracted by FBR shall have access rights for system updates, debugging, and maintenance.</b></li> </ul>

22.	15.1(b) (vii)	<p>In addition to the provisions specified in <b>GCC Clause 15.1 (b)(vi) &amp; (vii)</b>, the Software may be disclosed to and reproduced for use by <b>authorized FBR auditors, legal teams, and regulatory compliance bodies</b> for oversight and governance purposes.</p> <ul style="list-style-type: none"> <li>• Any such disclosures shall be <b>restricted to enforcement-related purposes only</b> and shall be covered under FBR’s data security and confidentiality policies</li> </ul>
<b>Confidential Information (GCC 16)</b>		
23.	16.1	<b>There are no modifications to the confidentiality terms expressed in GCC Clause 16.1</b>
24.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for <b>the period specified in the GCC</b></i>
<b>Project Plan (GCC 17)</b>		
25.	17.1	<p>The Project Plan submitted by the Supplier shall comprehensively (but not limited to) address the following subjects:</p> <ol style="list-style-type: none"> <li><b>1. Equipment and indicative cost</b> <ul style="list-style-type: none"> <li>○ Detailed specifications, quantities, and brands of all equipment being used to deploy the system (including hardware and software).</li> <li>○ Indicative cost of deploying video analytics system on one line</li> </ul> </li> <li><b>2. Project Organization and Management Plan</b> <ul style="list-style-type: none"> <li>○ Define the roles, responsibilities, and governance structure for effective project execution.</li> <li>○ Include escalation pathways and points of contact for smooth communication and issue resolution.</li> </ul> </li> <li><b>3. Delivery and Installation Plan</b> <ul style="list-style-type: none"> <li>○ Detailed timelines and logistics for delivering and installing all components of the video analytics system.</li> <li>○ Specify dependencies (e.g., on-site readiness, power, and connectivity requirements).</li> </ul> </li> <li><b>4. Training Plan</b></li> </ol>

		<ul style="list-style-type: none"> <li>○ Comprehensive training modules for Manufacturer and FBR's staff covering system operation, data analysis, and troubleshooting.</li> <li>○ Include follow-up refresher sessions, if applicable.</li> </ul> <p><b>5. Pre-qualification and Operational Acceptance Testing Plan</b></p> <ul style="list-style-type: none"> <li>○ Testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning.</li> <li>○ Include criteria for Operational Acceptance.</li> </ul> <p><b>6. Disaster recovery plan</b></p> <ul style="list-style-type: none"> <li>○ DR plan shall include:</li> <li>○ Roles and responsibilities of the Disaster Recovery Team (i.e., Primary contact, Response team, Post-mortem analysis, Operations restoration)</li> <li>○ Disaster recovery procedures (i.e., Disaster Recovery calling tree, Activation criteria for activating the plan)</li> <li>○ Recovery runbooks (i.e., Step-by-step procedures for restoring operations)</li> <li>○ Backup and Restore Procedures (i.e., Regular backups verification and detailed steps for restoring data from backup)</li> </ul> <p><b>7. Warranty Service Plan</b></p> <ul style="list-style-type: none"> <li>○ Details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules.</li> <li>○ Ensure alignment with the warranty requirements specified in Section [insert reference].</li> </ul> <p><b>8. Task, Time, and Resource Schedules</b></p> <ul style="list-style-type: none"> <li>○ A Gantt chart or similar representation of key tasks, milestones, and associated timelines.</li> <li>○ Resource allocation details (e.g., personnel, equipment).</li> </ul> <p><b>9. Post-Warranty Service Plan (if applicable)</b></p> <ul style="list-style-type: none"> <li>○ Outline post-warranty service provisions, including options for extending support agreements.</li> </ul> <p><b>10. Technical Support Plan</b></p>
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		<ul style="list-style-type: none"> <li>○ 24/7 support infrastructure, escalation matrix, and service-level agreements (SLAs).</li> <li>○ Availability of spare parts and maintenance procedures.</li> </ul> <p><b>11. Video Analytics System Development</b></p> <ul style="list-style-type: none"> <li>○ Detailed customization plan for the video analytics system to meet the specific needs of FBR.</li> <li>○ Include integration with existing systems, data security protocols, and scalability provisions.</li> </ul> <p><b>12. Compliance and Certification Plan</b></p> <ul style="list-style-type: none"> <li>○ Ensure adherence to relevant regulatory and security standards (e.g., PTA-approved equipment, evaluation certifications).</li> <li>○ Provide documentation and timelines for obtaining all necessary certifications.</li> </ul> <p><b>13. Reporting and Monitoring Plan</b></p> <ul style="list-style-type: none"> <li>○ Mechanism for regular progress updates to FBR.</li> <li>○ Include provisions for dashboards or analytics reports to monitor system performance.</li> </ul>
26.	17.5	<p>The vendor shall submit to FBR the following reports and any other reporting required by FBR:</p> <p><b>(a) Progress Reports</b></p> <ul style="list-style-type: none"> <li>• <b>Results Accomplished:</b> Summary of activities completed during the prior period.</li> <li>• <b>Deviations:</b> Cumulative variances from the planned schedule of milestones specified in the Project Plan.</li> <li>• <b>Corrective Actions:</b> Proposed actions to realign the project with the planned schedule, along with revisions to timelines if required.</li> </ul> <p><b>(b) Resource Reports</b></p> <ul style="list-style-type: none"> <li>• Resources needed for the next reporting period, including expectations from FBR or actions to be taken.</li> <li>• Issues related to resource availability impacting project delivery.</li> </ul> <p><b>(c) Issue and Risk Reports</b></p> <ul style="list-style-type: none"> <li>• Identification of unresolved issues, risks, or problems impacting the project.</li> </ul>

- Actions taken and planned resolutions to address these challenges.

**(d) Performance Reports**

- Inspection and quality assurance findings.
- Logs of service calls, resolutions, and ongoing support activities.
- Training completion and participant test results.

**Example Progress Report Table:**

<b>Milestone</b>	<b>Planned Completion Date</b>	<b>Actual Completion Date</b>	<b>Deviation</b>	<b>Corrective Action</b>
[Milestone 1]	[Date]	[Date]	[Details]	[Details]

**Example Resource Needs Table:**

<b>Resource Type</b>	<b>Quantity Required</b>	<b>Required By</b>	<b>FBR Support Needed</b>
[Equipment/Staff]	[Number]	[Date]	[Details]

**Sub-Contracting (GCC 18)**

27.	18.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 18.”</i>
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**Transportation (GCC 19)**

28.	19.1	The Supplier <i>[insert: “shall” or “shall not”]</i> be free to use transportation through carriers registered in any eligible country and <i>[insert: “shall” or “shall not”]</i> obtain insurance from any eligible source country.
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<b>Documents (GCC 21)</b>		
29.	21.1	<b>The Supplier shall provide to FBR documents:</b> Not applicable as pricing and documentation of procured components/materials for the system will be an arrangement between the authorized vendor and manufacturer only
<b>Products Upgrade (GCC 22)</b>		
30.	22.1	<i>The Supplier shall provide FBR: with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC</i>
<b>Inspections and Tests (GCC 23)</b>		
31.	23.1	<p><i>Insert: necessary and appropriate clauses related to inspection/test, or state “There are no Special Conditions of Contract applicable to GCC Clause 23.”</i></p> <p>FBR shall specify and assign an inspection body responsible for conducting audits of the installed equipment.</p> <p>The inspection body shall:</p> <ul style="list-style-type: none"> <li>• Verify compliance with all technical specifications listed in the contract, including operational efficiency, durability, and adherence to safety standards.</li> <li>• Conduct inspections at the installation site, including: <ul style="list-style-type: none"> <li>○ Functionality tests</li> <li>○ Quality assessments</li> <li>○ Operational readiness verification</li> </ul> </li> <li>• Provide detailed reports of inspections, highlighting any deviations or issues that require corrective actions.</li> <li>• The Supplier shall facilitate the inspection process by granting the specified inspection body access to all relevant equipment, documentation, and personnel as needed.</li> <li>• The inspection reports generated by the inspection body will form the basis for acceptance. Any identified non-compliance must be resolved to the satisfaction of FBR before final approval.</li> <li>• FBR reserves the right to direct or conduct additional inspections, through its own personnel or an assigned inspection body, to ensure full compliance.</li> </ul>

<b>Installations (GCC 24)</b>		
32.	24.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 24</i>
<b>Operational Acceptance Test (GCC 26)</b>		
33.	26.1	<p>Operational Acceptance Testing shall be conducted in accordance with:</p> <p>Operational Acceptance Tests will be designed, conducted, and verified by the inspection body (previously referred to as a third party or internal team appointed by FBR). This ensures independent and unbiased compliance validation.</p> <p><b>Test Definition:</b> The inspection body shall clearly outline:</p> <ul style="list-style-type: none"> <li>• The systems or subsystems to be tested.</li> <li>• The specific tests and procedures to be followed.</li> <li>• The criteria for acceptance, aligned with the technical specifications.</li> </ul> <p><b>Compliance Scope:</b> Tests should verify:</p> <ul style="list-style-type: none"> <li>• Functionality and operational readiness of the system.</li> <li>• Compliance with safety, technical, and contractual requirements.</li> <li>• Robustness and fault tolerance under predefined conditions.</li> </ul> <p><b>Test Results and Reporting:</b> The inspection body will:</p> <ul style="list-style-type: none"> <li>• Document the results of each test.</li> <li>• Highlight discrepancies or issues that require rectification.</li> <li>• Provide final approval for system acceptance upon successful compliance.</li> </ul>
<b>Defect Liability (GCC 29)</b>		
34.	29.1	For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: <i>[state: “None;” or specify: category or categories of Software and the corresponding exceptions or limitations].</i>
35.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <i>[ state: “No specific</i>

		<i>minimum time requirements are established for this Contract other than that the Information Technologies must have been previously released to the market;” or specify: specific types of technologies and specific minimum time periods; for example, “All Standard Software must have been commercially available in the market for at least three months” ]</i> .
36.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for [ state: “ <b>36 months;</b> ” or, if a different period is desired, specify: <b>number of months;</b> or, if appropriate, specify <b>the periods that may apply to different types of technologies, e.g., hardware and software</b>
37.	29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within [ insert: <b>number of (working) days / number of hours</b> ] of notification
<b>Intellectual Property Rights Indemnity</b>		
38.	30.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 30.”</i>
<b>Insurance (GCC Clause 31)</b>		
39.	31.1	The insurance arrangement shall be decided between the vendor and manufacturer as pricing will be decided between the mentioned parties (refer to BDS for details)
<b>Related Services (GCC Clause 33)</b>		
40.	33.1	Related services to be provided are:  <i>[Selected services covered under GCC Clause 33 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
<b>Change Orders (GCC 34)</b>		
41.	34.1	<i>Insert: necessary and appropriate clauses, or state “There are no Special Conditions of Contract applicable to GCC Clause 34.”</i>

<b>Assignment (GCC 36)</b>		
42.	36.1	Contract can be assigned ( <i>insert yes or no</i> )
<b>Liquidated Damages (GCC Clause 37)</b>		
43.	39.1	<p><b>Scope of Penalty Application:</b></p> <ul style="list-style-type: none"> <li>• The Vendor must implement the agreed system across all committed sites within the specified timeline as outlined in the Project Plan.</li> <li>• Failure to implement the system in any committed site within the agreed timeframe will result in the following penalties.</li> </ul> <p><b>Liquidated Damages:</b></p> <ul style="list-style-type: none"> <li>• <b>Rate:</b> A penalty of 0.2% of the total project value per day of non-compliance for each affected manufacturer site.</li> <li>• <b>Maximum Deduction:</b> The cumulative penalty shall not exceed the value of the performance guarantee submitted by the Vendor.</li> </ul> <p><b>Escalation of Non-Compliance:</b></p> <ul style="list-style-type: none"> <li>• If the delay or failure extends beyond 30 days, FBR reserves the right to: <ul style="list-style-type: none"> <li>○ Terminate the contract as per GCC Clause 42.</li> <li>○ Invoke the performance guarantee to recover damages and initiate reallocation of the project to alternate suppliers.</li> </ul> </li> </ul> <p><b>Grace Period and Exceptions:</b></p> <ul style="list-style-type: none"> <li>• A grace period of 5 working days may be provided under exceptional circumstances upon prior written approval from FBR.</li> <li>• No penalties shall be applied in cases where the delay is caused by factors beyond the Vendor's control, provided the Vendor notifies FBR in writing within 48 hours of identifying the issue.</li> </ul> <p><b>Enforcement Mechanism:</b></p> <ul style="list-style-type: none"> <li>• The penalty will be calculated and deducted from the Vendor's subsequent payments.</li> <li>• Any disputes regarding the imposition of penalties shall follow the Procedure for Dispute Resolution (GCC Clause 45).</li> </ul>

<b>Procedure for Dispute Resolution (GCC Clause 45)</b>		
44.	45.1	<p><b>Dispute Resolution</b></p> <p><b><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></b></p> <p><i>If the Supplier is foreign (including a Joint Venture when at least one partner is foreign), the Contract shall contain the following provision: Arbitration proceedings shall be conducted in accordance with the rules of arbitration of [select one of the following: <b>UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration</b>]. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i></p> <p><b><u>(b) For Contracts to be entered with nationals of Pakistan:</u></b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between FBR and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract—whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</li> <li>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> <li>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [<i>Insert name of the city</i>] and proceedings will be conducted in –[<i>Specify language</i>] language.</li> </ol>

		<p>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that FBR shall pay the Supplier any monies due to the Supplier.</p>
<b>Notices (GCC Clause 48)</b>		
45.	48.1	<p>— FBR’s address for notice purposes:  <b><i>Room 506, Fifth Floor, Floor, FBR House, Constitution Avenue, G-5</i></b>  —Supplier’s address for notice purposes:</p>

## **SECTION IX: CONTRACT FORMS**

## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name and address of FBR]* of Pakistan (hereinafter called “FBR”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS FBR invited Bids for certain goods and related-services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of the Contract;
  - (g) FBR’s Letter of Acceptance; and
  - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by FBR to the Supplier as hereinafter mentioned, the Supplier hereby covenants with FBR to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. FBR hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for FBR)

Witness to the signatures of FBR:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for FBR)

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

## Performance Guarantee Form

To: *[name of FBR]*

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

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

## **Integrity Pact**

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

**Contract Number:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Contract Value:** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name

of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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[Buyer]

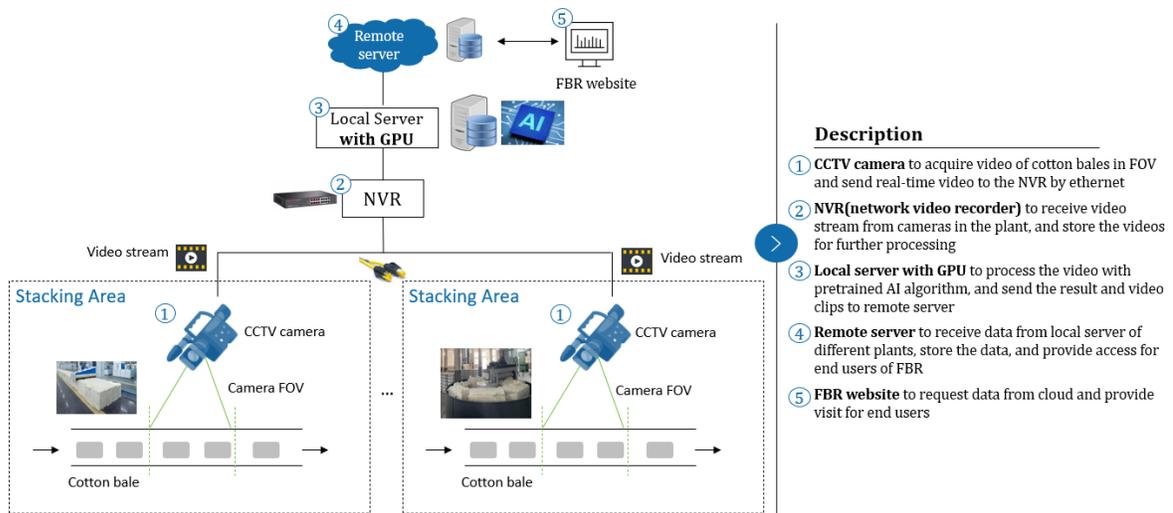
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[Seller/Supplier]

# ANNEXURES

## Annexure-A

	① Camera	② NVR	③ Local server	④ Remote server
Description	IP Camera is installed in stacking area to take video of cotton bales in its FOV(field of view), and send real-time video stream to NVR via ethernet. One camera for one area. Camera FPS(frame per second) should align with line speed to <b>avoid double counting</b>	An NVR (Network Video Recorder) is a digital device used for <b>recording and managing video footage</b> from IP cameras over ethernet. Its main function is to store, organize, and allow remote access to high-definition video streams, facilitating surveillance, security monitoring, and playback of recorded footage	Local server with GPU is to <b>acquire data from IoT devices and video data from cameras inside the plant, process video with AI algorithm, store data in local disk, and upload data to remote server (or cloud) at a fixed time duration.</b>	Remote server is <u>located in the place fully under FBR's control</u> , receive and store data from 25+ local servers, and provide access to FBR website for authorized end users



## Annexure-B

In order to train Computer Vision Software for textile cotton bale counting, the video feed should be used from both a modern state-of-the-art and a traditional spinning unit, on both Blendomat and Auto-plucker machines. The end objective would be to test if there is any variation in the real count vs recorded count of bales through video analytics (overall accuracy).

The software should be trained on the following parameters.

### 1) Counting efficiency:

- To uniquely identify closely stacked cotton bales placed in specified zones
- To uniquely identify various bale shapes (i.e., distorted edges/ sides), sizes/ types (i.e., imported/ local bales), and qualities.

- To uniquely identify bales under different lighting conditions.
- To uniquely identify bales based on video feed coming from multiple cameras placed on larger region of interests which cannot be covered by a single camera
- To uniquely identify bales at both Blendomat and Autoplucker.
- Measure real-time processing speed of Computer Vision Model – i.e., it's ability to identify multiple bales being placed at the same time in the region of interest.
- Evaluate Computer Vision model's ability to differentiate background distortion in video like moving individuals, objects etc. from cotton bales
- Test effectiveness of hardware and solution for counting in various environmental conditions like heat, dust, and humidity.

## **2) System Integration and Usability:**

- Assess reliability of video feed data being shared with the computing machine running the Computer Vision Model for production counting.
- Assess format and reliability of production count output data shared by the Computer Vision model.
- Assess the need for potential alerts required for optimal system efficiency based on potential disruptions/ malpractice.
- Gather user feedback on interface usability for operators and staff.
- Evaluate maintenance and tech support needs of cameras and hardware for consistent functionality