



# **BIDDING DOCUMENTS**

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## ***HIRING OF FIRM TO BUILD AND OPERATE A CENTRAL CONTROL UNIT (CCU) FOR DIGITAL INTERVENTIONS (Three years from authorization)***

**For**

**FEDERAL BOARD OF REVENUE  
(FBR)  
(National Competitive Bidding)**



**Revenue Division  
Government of Pakistan**

**July, 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 the Procuring Agency.

### **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. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

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

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

#### **Integrity Pact**

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



# **PART-A**

## **BIDDING PROCEDURE & REQUIREMENTS**



## ***SECTION I: INVITATION TO BIDS***



*Federal Board of Revenue*

**Bid No 2(5)(TDU)/IR/2025**

For

**HIRING OF FIRM TO BUILD AND OPERATE A CENTRAL CONTROL UNIT (CCU)  
FOR DIGITAL INTERVENTIONS**

**Invitation to Bids**

The Federal Board of Revenue (FBR) invites sealed bids from eligible vendors for the installation, operationalization, and management of a Central Control Unit (CCU). The CCU will serve as FBR's centralized enforcement hub, designed to monitor, analyze, and visualize data from digital interventions deployed by FBR. The selected vendor will be responsible for:

- a. Procuring, deploying, and operationalizing necessary hardware and software infrastructure at the designated CCU site
  - b. Integrating the CCU with data sources from existing and future digital interventions (e.g., production tracking cameras/scanners' data, dashboards for digital invoicing etc.)
  - c. Developing dashboards, alerts, and analytics tools to support real-time monitoring and decision-making as required
  - d. Running the day-to-day operations of the CCU in close coordination with FBR teams, including monitoring of all deployed digital interventions, responding to generated alerts, and conducting data analysis
  - e. Providing support services, including staffing, training, troubleshooting, and long-term system maintenance.
2. 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; To build and operate a Central Control Unit (CCU) for digital interventions
  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 till **31-07-2025 at 11:00 AM.**
  4. The procurement process for this RFP shall follow a **Single Stage Two Envelope bidding procedure with two pre-bid meetings:**
    - a. Pre-bid meeting 1, to clarify vendor and industry queries, will take place on 21-07-2025 at 11:00 AM 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 [ <https://vlc.fbr.gov.pk/meeting/> Meeting ID: 317317 Passcode: 0147]



- 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 28-07-2025 at 11:00AM 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 [<https://vlc.fbr.gov.pk/meeting/> Meeting ID: 318318 Passcode: 0258]

5. Bidding will be conducted through Open Competitive Bidding using - Single Stage Two Envelope procedure as specified in the PPRA Rules for the subject procurement and is open to all eligible Bidders as defined in the PPRA Rules, 2004.
6. All bids must be accompanied by a Bid Security in an acceptable form in the amount of PKR 1,000,000 (One Million Only), currency. Bid Securing Declaration (if required) must be submitted in the format provided in the Bidding Documents.
7. Interested eligible bidders may request for further information/clarification by email at [secretary.admin@fbr.gov.pk](mailto:secretary.admin@fbr.gov.pk) during official Business Days and timing at the address given below, within Seven (07) days before the proposal submission deadline.
8. 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.
9. The original bid along with 2 *copy(s)*, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address, **Room 510, 5<sup>th</sup> Floor, FBR House, Constitution Avenue, G-5, Islamabad**, at or before 1100 hours by **31-07-2025**. The bids shall be opened at 11:30 AM promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad
10. 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.

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

## A. INTRODUCTION

<p><b>1. Scope of Bid</b></p>	<p>1.1</p>	<p>The FBR (PA), as indicated in the <b>Bid Data Sheet (BDS)</b> invites Bids for the Supply and Installation of the Information Systems 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 the information systems within the specified period and timeline(s) as stated in the <b>BDS</b>.</p> <p>The procurement will follow a Single Stage – Two Envelope Procedure as per Rule 36(b) of the Public Procurement Rules 2004. The successful bidder will be contracted to supply, install, operationalize, and run the Central Control Unit (CCU) as per the specifications defined in this RFP.</p> <p>Given the nature of the CCU and its role as a data ingestion and monitoring facility, the vendor must demonstrate the ability to scale the solution over time, including accommodating additional digital interventions, dashboards, hardware components, or operational support staff based on evolving enforcement needs.</p> <p>The vendor shall:</p> <ul style="list-style-type: none"> <li>• Integrate new digital data sources or enforcement systems (e.g., Digital Invoicing, POS, Digital Enforcement Stations) into the CCU environment.</li> <li>• Deploy additional hardware (e.g., video walls, operator terminals, processing units) as required during the contract period.</li> <li>• Develop and expand dashboards, visualizations, and analytics tools based on operational feedback.</li> <li>• Provide additional technical or operational resources for extended CCU operations.</li> </ul> <p>All such scalability needs shall be addressed within the scope and duration of the awarded contract, and the vendor shall be obligated to deliver such additions at pre-agreed rates and timelines as specified in their technical and financial proposals.</p>
	<p>1.2</p>	<p>Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).</p>
<p><b>2. Source of Funds</b></p>	<p>2.1</p>	<p>Source of funds is referred in Clause-2 of Invitation for Bids.</p>

<p><b>3. Eligible Bidders</b></p>	<p>3.1</p>	<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>
	<p>3.2</p>	<p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p>
	<p>3.3</p>	<p>Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.</p>
	<p>3.4</p>	<p>Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.</p>
	<p>3.5</p>	<p>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.</p>
	<p>3.6 .</p>	<p>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</p>

		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) have been directly involved in the design, development, or implementation of digital interventions under the FBR Digitalization Program (including but not limited to production counting in key value chain sectors, technical specifications for the CCU etc.)</li> <li>b) 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>c) have controlling shareholders in common; or</li> <li>d) receive or have received any direct or indirect subsidy from any of them; or</li> <li>e) have the same legal representative for purposes of this Bid; or</li> <li>f) 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>g) Submit more than one Bid in this Bidding process.</li> </ul>
	3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> <li>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;</li> <li>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation</li> </ul>

		<p>entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the 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.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
<b>4. Eligible Information Systems</b>	4.1	<p>For the purposes of these Bidding Documents, the Information System means all:</p> <p>a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and</p> <p>b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.</p>
	4.2	All Information System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information

		systems. For purpose of this Bid, ineligible countries are stated in the section 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 BDS, the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Information System in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Information System indicated in its Bid.
<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 Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENTS**

<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> Technical Specifications, Schedule of Requirements</p> <p>Technical Specifications &amp; Schedule of Requirements.</p> <p><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>
	<p>8.2</p>	<p>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>.</p>
	<p>8.3</p>	<p>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.</p>

		In case of downloading of the Bidding Documents from the website of the FBR, 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	<p>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:</p> <p>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.</p>
	9.3	<p>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:</p> <p>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.</p>

### C. PREPARATION OF BIDS

<p><b>10. Language of Bid</b></p>	10.1	<p>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 BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
<p><b>11. Documents Constituting the Bid</b></p>	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid and <b>Bid Prices</b> 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 with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> </ul>

		<p>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 supplier is not the manufacturer of those goods and service making Information System;</p> <p>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;</p> <p>f) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 18</b>;</p> <p>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</p> <p>h) Any other document required in the <b>BDS</b>.</p>
<p><b>12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents</b></p>	12.1	<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>
	12.2	<p>The documentary evidence of the eligibility of the Information System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Information System offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p>
	12.3	<p>The documentary evidence of conformity of the goods and services related to the Information Systems to the Bidding 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</p>

		<p>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</p>

		<p>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>
	13.4	<p>The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <ul style="list-style-type: none"> <li>a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;</li> <li>b) an item-by-item commentary on the FBR's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;</li> <li>c) Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the FBR and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;</li> <li>d) a written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the Bidding Documents.</li> </ul>

<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 Prices</b>	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> </ul> <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> <li>a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> <li>i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</li> </ul> </li> </ul>

	<p>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory; or</p> <p>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>BDS</b>.</p> <p>iv) the price of other (incidental or allied) services, if any, listed in the <b>BDS</b>.</p> <p>b) For goods offered from abroad:</p> <p>i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Pakistan, as specified in the <b>BDS</b>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or</p> <p>ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>BDS</b>. or</p> <p>iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>BDS</b>.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the <b>BDS</b>.</p> <p>v) the price of (incidental) services, if any, listed in the <b>BDS</b>.</p>
15.7	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of</p>

		<p>facilitating the comparison of Bids by the FBR. This, shall not in any way limit the FBR's right to contract on any of the terms and conditions offered: -</p> <p>a) <b>For Goods: -</b></p> <p>i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the <b>BDS</b></p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and</p> <p>b) <b>For Related Services</b></p> <p>i) The price of the related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.</p>
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to <b>ITB 29</b> .
	15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
<b>16. Bid Currencies</b>	16.1	<p>Prices shall be quoted in the following currencies:</p> <p>a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the <b>BDS</b>.</p> <p>b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country.</p>

	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the BDS 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.
	17.2	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 ITB 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 16 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
<b>18. Bid Security or Bid Securing Declaration</b>	18.1	Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount specified in BDS and Invitation to Bid in the currency specified in the BDS in the format provided in Section VI (Standard Forms).
	18.2	The Bid Security or Bid Securing Declaration is required to protect the FBR against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to <b>ITB 18.9</b> .

	18.3	<p>The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the <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>
	18.4	<p>The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or another form approved by the FBR prior to the Bid submission.</p>
	18.5	<p>The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.</p>
	18.6	<p>Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 29</b>.</p>
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the FBR pursuant to <b>ITB 17</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 security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;</p> <p>(c) the rejection by the FBR of all Bids;</p>

		(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 42</b> , or furnishing the performance guarantee, pursuant to <b>ITB 43</b> .
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i) withdraws its Bid during the period of Bid Validity as specified by the FBR, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>; or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITB 31.2</b>; or</li> </ul> </li> <li>b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 42</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 43</b>.</li> </ul> </li> </ul>
<b>19. Alternative Bids by Bidders</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for 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.
	19.3	If so allowed in the <b>BDS</b> , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the FBR, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most

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

#### **D. SUBMISSION OF BIDS**

<b>22. Sealing and Marking of Bids</b>	22.1	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope. b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such. (c) The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.2	The inner and outer envelopes shall:

		<p>a) be addressed to the FBR at the address provided in the Bidding Data;</p> <p>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to <b>ITB 23.1</b>.</p> <p>In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</p>
		If all envelopes are not sealed and marked as required by <b>ITB 22.1</b> and <b>ITB 22.2</b> or incorrectly marked, the FBR will assume no responsibility for the misplacement or premature opening of Bid.
<b>23. Deadline for Submission of Bids</b>	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the <b>BDS</b> .
	23.2	The 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.
<b>24. Late Bids</b>	24.1	The FBR shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b> .
	24.2	Any Bid received by the FBR after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
<b>25. Withdrawal, Substitution, and Modification of Bids</b>	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the 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).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL” as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

## E. OPENING AND EVALUATION OF BIDS

<b>26. Opening of Bids</b>	26.1	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.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Only the

		Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	In case of Single Stage Two Envelope Procedure, the FBR will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.7	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.
	26.8	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.
	26.9	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 24</b> .
	26.10	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.
	26.11	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.

	26.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.13	In case of Single Stage Two Envelope Bidding Procedure, after the evaluation and approval of technical proposal the FBR, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
<b>27. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the FBR processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the 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>28. Clarification of Bids</b>	28.1	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.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <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>
	28.4	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.

<p><b>29. Preliminary Examination of Bids</b></p>	<p>29.1</p>	<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>
	<p>29.2</p>	<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>
	<p>29.3</p>	<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>
	<p>29.4</p>	<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><i><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 or waived without being prejudicial to other bidders. The defect or variation is immaterial when the</i></p>

		<p><i>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> <ul style="list-style-type: none"> <li><i>(a) Submit the number of copies of signed bids required by the invitation;</i></li> <li><i>(b) Furnish required information concerning the number of its employees;</i></li> <li><i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></li> </ul>
	29.5	<p>Provided that a Technical Bid is substantially responsive, the 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>
	29.6	<p>Provided that a Technical Bid is substantially responsive, the FBR shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.</p>
	29.7	<p>If a Bid is not substantially responsive, it will be rejected by the FBR and may not subsequently be evaluated for complete technical responsiveness.</p>
<b>30. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	<p>The FBR shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>

	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the FBR determines that the Bid is not substantially responsive in accordance with <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	31.1	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the FBR there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul>
	31.2	The amount stated in the Bid will, be adjusted by the FBR in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b>	32.1	To facilitate evaluation and comparison, the FBR will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price

		shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of ) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS</b> .
<b>33. Evaluation of Bids</b>	33.1	The FBR shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	33.2	In evaluating the Technical Proposal of each Bid, the 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.
	33.2	The FBR's evaluation of a Bid will take into account: <ul style="list-style-type: none"> <li>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</li> </ul>
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
		In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the <b>BDS</b> , and quantified in ITB 32.5: <ul style="list-style-type: none"> <li>a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</li> <li>b) delivery schedule offered in the Bid;</li> </ul>

		<ul style="list-style-type: none"> <li>c) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>d) the cost of components, mandatory spare parts, and service;</li> <li>e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</li> <li>f) the projected operating and maintenance costs during the life of the equipment;</li> <li>g) the performance and productivity of the equipment offered; and/or</li> <li>h) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</li> </ul>
	33.5	<p>For factors retained in <b>BDS</b>, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the <b>BDS</b>:</p> <p><i>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the <b>BDS</b> will be computed for each Bid by the FBR on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the FBR to EXW or as per applicable INCOTERM price.</p> <p><i>(b) Delivery schedule.</i></p> <ul style="list-style-type: none"> <li>i) The FBR requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation</li> </ul>

time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

**Or**

- ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**Or**

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The FBR may consider the alternative payment schedule offered by the selected Bidder.

**Or**

- ii) The **SCC** stipulates the payment schedule offered by the FBR. If a Bid deviates from the schedule and if such deviation is considered acceptable to the FBR, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS**.

*(d) Cost of spare parts*

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

**Or**

- ii) The FBR will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

**Or**

- iii) The FBR will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the FBR or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.

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

The cost to the FBR of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or

	<p>elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.</p> <p><i>(f) Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the <b>BDS</b> or in the Technical Specifications.</p> <p><i>(g) Performance and productivity of the equipment.</i></p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the <b>BDS</b> will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the <b>BDS</b> or in the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the <b>BDS</b> or in the Technical Specifications.</p> <p><i>(h) Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>BDS</b> and/or the Technical Specifications.</p>
33.6	<p>If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the</p>

		lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the <b>BDS</b> .
<b>34. Domestic Preference</b>	34.1	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>35. Determination of Most Advantageous Bid</b>	35.1	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.
	35.2	<p>The <b>Single Stage: Two Envelope Procedure</b> shall be adopted for this procurement, in accordance with <b>Rule 36(b) of the Public Procurement Rules, 2004</b>. Bidders shall submit <b>separate technical and financial proposals</b> in sealed envelopes.</p> <p>The procurement will follow the <b>Least Cost Based Selection (LCBS)</b> method, under which:</p> <ol style="list-style-type: none"> <li>1. <b>Step 1: Technical Proposal Evaluation</b> <ul style="list-style-type: none"> <li>○ Technical proposals will be evaluated based on a defined scoring methodology outlined in Section V.</li> <li>○ Each proposal will be awarded marks against specified criteria (e.g., relevant experience, team composition, architecture, dashboards, etc.).</li> <li>○ Only bidders securing <b>at least 70% of the total technical score</b> shall qualify for financial evaluation.</li> </ul> </li> <li>2. <b>Step 2: Financial Proposal Evaluation</b> <ul style="list-style-type: none"> <li>○ Financial proposals will only be opened for technically qualified bidders.</li> <li>○ Among these, the bidder offering the <b>lowest evaluated financial bid</b> shall be selected for award and considered the <b>Most Advantageous Bid</b>.</li> </ul> </li> </ol>
<b>36. Abnormally Low Financial Proposal</b>	36.1	<p>Where the Bid price is considered to be abnormally low, the FBR shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <p>(a) The FBR may reject a Bid if the FBR has determined that the price in combination with other constituent elements of</p>

		<p>the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</p> <p>(b) Before rejecting an abnormally low Bid the FBR shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;</p> <p>(c) The decision of the FBR to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The FBR shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the FBR’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for FBR: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate; (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	36.2	The FBR will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.3	The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an

		<p>examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the FBR deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.</p>
	36.4	<p>FBR may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>
	36.5	<p>An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the FBR will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>

## F. AWARD OF CONTRACT

<p><b>37. Criteria of Award</b></p>	<p>37.1</p>	<p>Subject to <b>ITB 36 and 38</b>, the FBR will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> <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>38. Negotiations</b></p>	<p>38.1</p>	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) delivery arrangements;</li> <li>(f) the methodology for provision of related services; or</li> <li>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	<p>38.2</p>	<p>Where negotiation fails to result into an agreement, the FBR may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the FBR shall not reopen earlier negotiations.</p>
<p><b>39. FBR's Right to reject All Bids</b></p>	<p>39.1</p>	<p>Notwithstanding <b>ITB 37</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.</p>
	<p>39.2</p>	<p>Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.</p>
	<p>39.3</p>	<p>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.</p>

<b>40. FBR's Right to Vary Quantities at the Time of Award</b>	40.1	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 unit price or other terms and conditions of the Bid and Bidding Documents.
<b>41. Notification of Award</b>	41.1	Prior to the award of contract, the FBR shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the 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 sum that the FBR will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to <b>ITB 43</b> , the FBR will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
<b>42. Signing of Contract</b>	42.1	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.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Bidder and the FBR shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
<b>43. Performance Guarantee</b>	43.1	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.
	43.2	<p>If the Performance Security 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> <ul style="list-style-type: none"> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the FBR may make the award to the next ranked Bidder or call for new Bids.
<b>44. Advance Payment</b>	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in <b>ITB 44.2</b> .
	44.2	The FBR will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the FBR's "Notice to Commence" as specified in the <b>SCC</b> .

45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	The FBR 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.

#### **F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

47. <b>Constitution of Grievance Redressal</b>	47.1	The 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.
48. <b>GRC Procedure</b>	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	48.2	Any Bidder feeling aggrieved by any act of the 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.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	<p>In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p>
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the 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.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The committee shall call the record from the FBR or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

## G. MECHANISM OF BLACKLISTING

<p><b>49. Mechanism of Blacklisting</b></p>	<p>49.1</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>49.2</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>49.3</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>49.4</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>
	<p>49.5</p>	<p>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.</p>
	<p>49.6</p>	<p>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</p>
	<p>49.7</p>	<p>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.</p>

49.8	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.
49.9	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.
49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition
49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the 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.
49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



***SECTION III: BID DATA SHEET***

## A. INTRODUCTION

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	<p data-bbox="623 428 1349 506">Name of Procuring Agency: <b>Federal Board of Revenue (FBR)</b></p> <p data-bbox="623 558 813 590"><b>Methodology:</b></p> <p data-bbox="623 600 1422 800">The procurement will follow a <b>Single Stage – Two Envelope Procedure</b> as per Rule 36(b) of the Public Procurement Rules 2004. The successful bidder will be contracted to supply, install, operationalize, and run the Central Control Unit (CCU) as per the specifications defined in this RFP.</p> <p data-bbox="623 852 1419 1010">The CCU will integrate hardware and software components to ensure data collection and visualization, structured analysis, and monitoring of all deployed digital interventions and compliance patterns (e.g., production counting).</p> <p data-bbox="623 1062 1393 1304">Given the nature of the CCU and its role as a centralized enforcement hub, the vendor must demonstrate the ability to scale the solution over time, including accommodating additional digital interventions, dashboards, hardware components, or operational support staff based on evolving enforcement needs.</p> <p data-bbox="623 1356 1393 1472">The vendor will be required to ensure successful monitoring and data analytics on all deployed digital interventions including but not limited to:</p> <ul data-bbox="672 1482 1414 1894" style="list-style-type: none"> <li data-bbox="672 1482 1414 1598">• Integration of new digital data sources or enforcement systems (e.g., POS, Digital Invoicing, Digital Enforcement Stations) into the CCU environment.</li> <li data-bbox="672 1608 1414 1724">• Deployment of additional hardware (e.g., Monitors, processing servers, operator workstations) as required during the contract period.</li> <li data-bbox="672 1734 1414 1808">• Development of dashboards, visualizations, and analytics tools based on operational feedback.</li> <li data-bbox="672 1818 1414 1894">• Provision of additional technical or operational resources to support CCU operations.</li> </ul>

**Current planned interventions (non-exhaustive):**

<b>Intervention name</b>	<b>Description</b>	<b>Sample data analysis and visualizations</b>
Production Tracking & Track and Trace	Counting of goods produced at various manufacturing sites across key industries	Count of produced items (bags, bales etc.), no. of taxpayer sites with solution deployed, Alerts (e.g., for hardware, production drops), Production count (filterable by line, period, SKU), scanner status, deviations, potential manipulations
Point of Sales	Integration of FBR system with POS solution of provinces (restaurants, services)	Number of transactions (filterable by geography, tax-office, period), deviations, national heatmap, revenue collection
Digital Invoicing	E-invoicing across FMCG, public sector, and other priority sectors	Integrations status by Licensed integrator, Invoices generated (filterable by taxpayer, period, invoice type), integration status, API uptime, tax return comparison
Cargo Tracking System	Tracking movement of priority goods via e-way billing for suppliers, transporters, buyers	EWBs generated, route heatmap, integration status, vehicle risk status, value triangulation to DI
Digital Enforcement Station	Checkposts across major chokepoints in Indus and Balochistan to counter smuggling	Inspections and impounded vehicles at key checkpoints, enforcement coverage
Faceless Assessment	Automated and anonymous clearance of goods	Number of GD's filed, number of documents called (vs. exempted), average clearance time, revenue collection

		CRM and Litigation dashboards	Tracking of litigations across of onboarded lawfirms across all courts e.g., ATIR, SC, HC	CRM cases status, litigation process updates, deadlines (filterable by court, tax-office)
		Data Integrations	Tracking of return filing and enforcement status for priority high value non-filing individuals	Notices status, notice deadlines, taxpayer filing status, null filing instances (filterable by tax-office, tax-officer)
		Social Media Scraping	Access to major news channels / social media platforms and collection and analysis of data from various social media platforms	Social media trends and sentiments, digital campaign performance, traditional media coverage, trending keywords related to tax, enforcement, or public complaints. Volume of posts or mentions related to tax, Sentiment analysis of public commentary (positive, neutral, negative), Geo-tagged content showing location-specific buzz, Screenshots or flagged posts routed as alerts to enforcement teams
		Chatbot	AI assistant for taxpayer facilitation for return filing and tax related queries	Number of queries raised (filterable by category, period), user satisfaction level
<p>All such scalability requirements shall be fulfilled within the scope and duration of the awarded contract, at pre-agreed rates and timelines specified in the bidder's technical and financial proposal.</p> <p><b>Overview:</b>  The Federal Board of Revenue (FBR) intends to procure, install, operationalize, and manage a Central Control Unit (CCU) that will serve as the central enforcement system for monitoring production, operational, and compliance-related</p>				

		<p>activities based on data collected from digital interventions such as production tracking, POS, digital invoicing, cargo tracking system, faceless assessment and others (subject to change in the future) across multiple industries. These digital interventions will serve as the source of data flowing into the CCU platform.</p> <p>The CCU will integrate hardware and software components to ensure data collection and visualization, structured analysis, and monitoring of all deployed digital interventions and compliance patterns (e.g., production counting). The objective of the CCU is to ensure tracking and visualization of collected data, identify discrepancies, and maintain historical trends to enhance enforcement capabilities. Additionally, the selected vendor will be responsible for operating the CCU, ensuring its continued effectiveness through dedicated personnel and oversight.</p> <p>The scope of the CCU includes the installation, maintenance, operationalization, and ongoing management of a central control room at an FBR designated site.</p> <p>The selected vendor will be responsible for procuring, installing, configuring, and operating the necessary hardware and software required to establish, maintain, and run the CCU. This includes—but is not limited to—technology hardware, software, equipment, cabling infrastructure, display screens, backup power supplies, etc., to ensure uninterrupted operation. Additionally, the software component will include the development and deployment of user-friendly dashboards that provide real-time monitoring of production data, analytics, automated alerts, and seamless integration with multiple data sources.</p> <p>The CCU will function as a data aggregation, monitoring, and enforcement platform, collecting production, operational, and compliance-related data from various digital interventions (non-exhaustive). It will maintain historical data trends, allowing for deeper analysis and long-term enforcement planning.</p>
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	<p>Beyond setup and installation, the selected vendor will be responsible for the ongoing management, maintenance, and operationalization of both hardware and software components of the CCU system. This includes regular inspections, troubleshooting, and updates to ensure continued performance and reliability.</p> <p>Additionally, the vendor will be responsible for fully staffing and operating the Central Control Unit (CCU), including deploying a dedicated team (e.g., control room manager, data scientists, enforcement analysts, system administrators, and monitoring operators) to manage system uptime, monitor incoming data from all digital interventions, validate and clean data streams, and generate actionable insights. The team must ensure real-time issue escalation, coordinate with FBR enforcement and technical teams, and maintain data integrity and confidentiality. The vendor must ensure adequate shift-based staffing, provide continuity support, and deliver regular outputs as per FBR’s monitoring and compliance needs.</p> <p>To validate system performance and compliance with specifications, vendors will be required to conduct a live demonstration (Pre-commissioning and User Acceptance tests), ensuring that both hardware and software meet the required functional and performance standards. Vendors will also provide comprehensive maintenance services, technical support, and periodic updates for all CCU components. This includes timely troubleshooting, system optimization, and ensuring compatibility with evolving software and analytics tools.</p> <p>The CCU must be designed with scalability in mind, ensuring the ability to expand and integrate additional industries and interventions / solutions over time. The system should support modular enhancements, allowing for the inclusion of new enforcement mechanisms, data sources, and industry-specific compliance solutions without requiring significant infrastructure changes. This flexibility will enable the CCU to evolve in line with FBR’s future enforcement strategies and accommodate emerging technological advancements.</p>
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		<p><i>Detailed specifications and additional requirements are available in Section V of this bidding document</i></p> <p>Location: <b>FBR Headquarters, Constitution Avenue, Islamabad</b></p> <p>Period for delivery: <b>Three years from authorization</b></p> <p>Commencement date for delivery: <b>Immediately</b></p>
<b>2.</b>	<b>2.1 &amp; 2.2</b>	<p>Financial year for the operations of the FBR: Three years from authorization</p> <p>Source of funds: <b>Government of Pakistan as part of Transformation Plan for FBR</b></p> <p>Name of Project: <b><i>HIRING OF FIRM TO BUILD AND OPERATE A CENTRAL CONTROL UNIT (CCU) FOR DIGITAL INTERVENTIONS</i></b></p> <p>Name and identification number of the Contract: <b>[2(5)/TDU/IR/2025]</b></p>
<b>3.</b>	<b>3.1</b>	<p>Joint Venture is applicable</p> <p>Maximum number of members in the joint venture, consortium or association shall be: <b>3</b></p>
<b>4.</b>	<b>4.6</b>	Demonstration of authorization by manufacturer: <b>Not required</b>

## B. BIDDING DOCUMENTS

5.	7.2	The number of documents to be completed and returned is one original and 2 certified copies of original
6.	8.1	The address for clarification of Bidding Documents is Room, 506th 5th Floor, FBR House, Constitution Avenue, G-5, Islamabad
	8.5	Pre-bid meeting 1, to clarify vendor and industry queries, will take place on <u>21-07-2025 at 11:00 AM at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad</u>  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 <u>28-07-2025 at 11:00AM at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad</u>

## C. PREPARATION OF BIDS

7.	10.1	The Language of all correspondences and documents related to the Bid is: English
8.	11.1 (h)	In addition to the documents stated in <b>ITB 11</b> , the following documents must be included with the Bid: <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 installing and maintaining Central Control Unit (CCU) (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;</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> </ul>

		<p>l. registration with Sales Tax Department of FBR;</p> <p>m. computerized National Identity Cards (CNICs) of the Directors of the incorporated company; and</p> <p>n. undertaking that the company has never been blacklisted by any Government or private department or organization and has not been involved in confirmed cases of fiscal fraud.</p>
9.	12.3 (c)	<p>To ensure that only qualified and capable vendors participate in this procurement, bidders must provide comprehensive documentation covering technical, operational, and financial capability. The following documents must be submitted as part of the bid:</p> <p><b>1. CCU System Design &amp; Implementation Plan</b></p> <p>Bidders must submit a detailed proposal covering the design, installation, and integration of the Central Control Unit (CCU). This can include (but not limited to):</p> <ul style="list-style-type: none"> <li>• <b>Detailed System Architecture &amp; Components</b> <ul style="list-style-type: none"> <li>○ Technical specifications for control room infrastructure and equipment, including processing units (CPU/GPU), storage systems, network infrastructure, and security protocols.</li> <li>○ Physical layout and blueprints showing hardware placement, cabling, connectivity points, and multi-screen setup within the control room and associated infrastructure.</li> <li>○ Communication device setup (phones, intercoms, emergency response systems) for seamless internal coordination.</li> <li>○ Backup power solutions (e.g., UPS systems, generators) to ensure uninterrupted operations.</li> </ul> </li> <li>• <b>Software &amp; Data Integration</b> <ul style="list-style-type: none"> <li>○ Detailed description of the mechanism for data integration, including how the vendor plans to ingest, standardize, and process data from different source systems (e.g., API-based ingestion, ETL pipelines, batch uploads). The proposal must specify how integration will ensure compatibility, data integrity, and minimal latency.</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ Proposed user interface (UI) and dashboards with clear visualization of data from various digital interventions.</li> <li>○ Analytics capabilities, including anomaly detection, predictive analytics, and multi-source integration from interventions (e.g., POS, DI/CTS, Track &amp; Trace, E-way billing, etc.).</li> <li>○ Security compliance measures, ensuring encryption, role-based access control (RBAC), and adherence to recognized cybersecurity standards (e.g., ISO 27001, NIST guidelines).</li> <li>● <b>Implementation Timeline &amp; Milestones</b> <ul style="list-style-type: none"> <li>○ Gantt chart or project schedule outlining key milestones for installation, testing, operationalization, and handover.</li> <li>○ Expected downtime (if any) and contingency plans for mitigating disruptions during implementation.</li> </ul> </li> </ul> <p><b>2. Operational &amp; Maintenance Plan</b></p> <p>To ensure long-term sustainability of the CCU, bidders must provide:</p> <ul style="list-style-type: none"> <li>● <b>Organizational Structure for CCU Operations</b> <ul style="list-style-type: none"> <li>○ Dedicated control room team located at designated FBR site for running operations.</li> <li>○ System administration personnel responsible for monitoring, troubleshooting, and upgrades.</li> <li>○ Data analytics and enforcement specialists to generate reports, analyze discrepancies, and support FBR in enforcement actions.</li> <li>○ Support personnel, ensuring 24/7 technical support, ticketing, and incident resolution.</li> </ul> </li> <li>● <b>Preventive &amp; Corrective Maintenance Strategy</b> <ul style="list-style-type: none"> <li>○ Defined schedule for routine inspections of hardware/software.</li> <li>○ Escalation matrix and response protocols in case of system failures, cyber incidents, or hardware faults.</li> <li>○ Remote troubleshooting capability with defined on-site response timelines (e.g.,</li> </ul> </li> </ul>
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		<p>critical issues resolved within 2 hours of ticket escalation).</p> <ul style="list-style-type: none"> <li>• <b>Training &amp; Capacity Building</b> <ul style="list-style-type: none"> <li>○ Plan for onboarding and continuous training of FBR personnel to operate and manage CCU functions effectively.</li> <li>○ Development and submission of SOPs, technical manuals, troubleshooting guides, and training materials tailored for FBR’s enforcement environment.</li> <li>○ Conduct live training sessions and walkthroughs for FBR staff during UAT phase and post-implementation handover.</li> </ul> </li> </ul>
		<p><b>3. Past Performance &amp; Relevant Experience</b>  Bidders must demonstrate proven experience in similar large-scale IT infrastructure deployments. Documentation should include:</p> <ul style="list-style-type: none"> <li>• <b>List of Similar Ongoing &amp; Completed Projects</b> <ul style="list-style-type: none"> <li>○ Summary of (at least 3) successfully implemented control rooms, enforcement monitoring systems, or digital surveillance solutions in public or private sectors.</li> <li>○ Project details including scope, technologies used, client references, timeline, and outcomes.</li> <li>○ Each project cited must have been live for a minimum of six months.</li> </ul> </li> <li>• <b>Client Purchase Orders (POs) or Experience Certificates</b> <ul style="list-style-type: none"> <li>○ Copies of purchase orders or client contracts for completed or ongoing relevant projects.</li> <li>○ Experience certificates from clients detailing project outcomes, effectiveness, penalties (if any), and performance validation.</li> </ul> </li> <li>• <b>Certificates of Project Completion</b> <ul style="list-style-type: none"> <li>○ Letters of acknowledgment from public-sector clients confirming successful completion and outcomes.</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ Highlight key lessons learned and results achieved in previous deployments.</li> </ul>
		<p><b>4. Customer Satisfaction &amp; Compliance Verification</b></p> <ul style="list-style-type: none"> <li>• <b>Performance Evaluation Reports</b> <ul style="list-style-type: none"> <li>○ Submit third-party audits, ISO certifications, or other compliance reports demonstrating adherence to security, quality, or operational standards.</li> </ul> </li> <li>• <b>Client Satisfaction Certificates &amp; References</b> <ul style="list-style-type: none"> <li>○ At least three (3) client references, preferably from government or regulatory agencies.</li> <li>○ Evidence of high system uptime, issue resolution protocols, and sustained operational performance.</li> </ul> </li> <li>• <b>Non-Blacklisting Declaration</b> <ul style="list-style-type: none"> <li>○ Written declaration that the bidding entity has never been blacklisted by any government or regulatory authority.</li> </ul> </li> </ul>
		<p><b>5. Disaster Recovery Plan</b></p> <p>To ensure uninterrupted operations and resilience against disruptions, bidders must submit a Disaster Recovery (DR) and Business Continuity Plan (BCP) for the Central Control Unit. This must include:</p> <ul style="list-style-type: none"> <li>• <b>Redundant Infrastructure &amp; Failover Mechanisms</b> <ul style="list-style-type: none"> <li>○ Deployment of backup servers, secondary systems, or alternatives to maintain minimum service levels during failures.</li> </ul> </li> <li>• <b>Data Backup &amp; Restoration</b> <ul style="list-style-type: none"> <li>○ Regular automated backups of system data.</li> <li>○ Use of <b>off-site</b> backup storage to safeguard data in case of primary site damage.</li> <li>○ Disaster recovery drills and testing protocols.</li> </ul> </li> <li>• <b>Emergency Response &amp; Crisis Management</b> <ul style="list-style-type: none"> <li>○ Escalation protocols for power outages, cyberattacks, equipment failure.</li> <li>○ Emergency teams with clearly defined response times.</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ Fallback operations for critical functions to ensure real-time continuity.</li> <li>• <b>Cybersecurity &amp; Risk Mitigation</b> <ul style="list-style-type: none"> <li>○ Role-Based Access Control (RBAC) and strict user authentication protocols.</li> <li>○ Regular vulnerability assessments and penetration testing.</li> </ul> </li> <li>• <b>Business Continuity &amp; Operational Resilience</b> <ul style="list-style-type: none"> <li>○ Clear definition of Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs).</li> <li>○ Simulation drills for CCU staff to practice emergency handling.</li> <li>○ Contingency planning for extended downtime, including manual operations if needed.</li> <li>○ Periodic training &amp; simulation exercises for CCU staff to handle disaster scenarios effectively.</li> </ul> </li> </ul>
<b>10.</b>	<b>12.4</b>	<b>Spare parts required for complete duration of contract</b>
<b>11.</b>	<b>13.3 (b)</b>	<p>The qualification criteria required from Bidders in <b>ITB 13.3(b)</b> is modified as follows:</p> <p>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.</p>
<b>12.</b>	<b>15.6 (a) (iii), (iv) (optional)</b>	<p><b>Pricing Structure:</b></p> <p>Bidders must provide a comprehensive cost breakdown under the following 2 categories and cover AT LEAST the mentioned sub-categories:</p> <ul style="list-style-type: none"> <li>• <b>One-Time Costs:</b> Includes all upfront costs for: <ul style="list-style-type: none"> <li>○ Hardware and equipment procurement</li> <li>○ Software licenses and configuration</li> <li>○ System calibration and deployment</li> <li>○ Integration with existing systems</li> <li>○ Training and user onboarding <i>(Vendors must specify quantities, unit prices, and provide justification for each item.)</i></li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• <b>Recurring Costs:</b> Includes operational and maintenance costs such as: <ul style="list-style-type: none"> <li>○ Support services (helpdesk, troubleshooting, upgrades)</li> <li>○ employees-based staffing (e.g., analysts, system admins)</li> <li>○ Software licenses or system updates</li> <li>○ Service fees for continuous system operations <i>(Breakdown must include employees roles, time commitments, and monthly/yearly cost structure.)</i></li> </ul> </li> </ul> <p><b>For goods making information systems manufactured from within Pakistan, the price quoted shall be:</b></p> <p>DDP Islamabad (Delivered Duty Paid to FBR Headquarters, Islamabad)</p> <p><i>Prices must be inclusive of all inland transportation, installation, commissioning, and any incidental services. Vendors shall not quote prices exclusive of transport, installation, or configuration.</i></p>
13.	15.6 (a) (i) & 15.6 (b) (i)  (ii), (iii) (optional) (iv), (v) (optional)	<p><i>For goods offered from abroad, the price quoted shall be:</i></p> <p><b>DDP Islamabad</b></p> <p><i>Delivered Duty Paid – in accordance with the Schedule of Requirements and applicable INCOTERM (Incoterms 2020)</i></p> <p><b>Vendors must ensure that the quoted DDP price includes:</b></p> <ul style="list-style-type: none"> <li>• <i>All costs associated with international shipping and insurance</i></li> <li>• <i>Customs clearance and all applicable import duties, taxes, and levies</i></li> <li>• <i>Inland transportation to the final destination at FBR Headquarters, Islamabad</i></li> </ul>

		<ul style="list-style-type: none"> <li><i>Installation, commissioning, and any other incidental services required to make the equipment and software fully operational on site</i></li> </ul> <p><i>No additional claims shall be entertained for delivery, handling, duties, or service charges beyond the quoted DDP Islamabad price.</i></p>
14.	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to <b>ITB 29</b> .
15.	16.1 (a)	<p>a) For system originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i>;</p> <p>b) For system originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.</p>
16.	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
17.	17.1	The Bid Validity period shall be 180 days or extendable as mutually agreed.
18.	18.1	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 PKR.1,000,000/- (One Million) of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9.
	18.3	The Bid Security shall be in the form of Bank Guarantee or Bank Draft in the favor of FBR, Revenue Division
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Forms)</b> or

		another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITB 29</b> .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to <b>ITB 17</b>. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>(e) the expiry of the Bid Security;</li> <li>(f) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;</li> <li>(g) the rejection by the Procuring Agency of all Bids;</li> </ul> <p>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>
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to <b>ITB 42</b> , or furnishing the performance guarantee, pursuant to <b>ITB 43</b> .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>c) if a Bidder: <ul style="list-style-type: none"> <li>iii) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the</li> </ul> </li> </ul>

		<p>bidder on the Form of Bid except as provided for in <b>ITB 17.2</b>; or</p> <p>iv) does not accept the correction of errors pursuant to <b>ITB 31.2</b>; or</p> <p>d) in the case of a successful Bidder, if the Bidder fails:</p> <p>iii) to sign the contract in accordance with <b>ITB 42</b>; or</p> <p>to furnish performance security (or guarantee) in accordance with <b>ITB 43</b>.</p>
<b>19.</b>	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for 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.
	19.3	If so allowed in the <b>BDS</b> , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
<b>20.</b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.

	20.2	Bids requested to be withdrawn in accordance with <b>ITB 20.1</b> shall be returned unopened to the Bidders.
<b>21.</b>	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the <b>BDS</b> , clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the <b>BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

#### **D. SUBMISSION OF BIDS**

<b>27. Sealing and Marking of Bids</b>	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <b>Note:</b> <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a) be addressed to the Procuring Agency at the address given in the <b>BDS</b>; and</li> <li>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the <b>BDS</b>, the Invitation to Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: “DO NOT OPEN BEFORE,” to be completed</li> </ul>

		with the time and the date specified in the <b>BDS</b> , pursuant to <b>ITB 23.1</b> .
	22.3	In case of <b>Single Stage Two Envelope Procedure</b> , The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: <ul style="list-style-type: none"> <li>c) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</li> <li>d) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</li> <li>e) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</li> </ul>
	22.4	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>c) be addressed to the Procuring Agency at the address provided in the Bidding Data;</li> <li>d) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to <b>ITB 23.1</b>.</li> <li>e) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</li> </ul>
		If all envelopes are not sealed and marked as required by <b>ITB 22.2, ITB 22.3 and ITB 22.4</b> or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
<b>28. Deadline for Submission of Bids</b>	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the <b>BDS</b> .
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case all rights and obligations of the Procuring Agency

		and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>29. Late Bids</b>	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b> .
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
<b>30. Withdrawal, Substitution, and Modification of Bids</b>	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the Procuring Agency prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 21 and 22 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL” as appropriate. The notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

## E. OPENING AND EVALUATION OF BIDS

<p><b>31. Opening of Bids</b></p>	<p>26.1</p>	<p>The Procuring Agency will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The Bidders’ representatives present shall sign a register as proof of their attendance.</p>
	<p>26.2</p>	<p>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.</p>
	<p>26.3</p>	<p>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.</p>
	<p>26.4</p>	<p>Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.</p>
	<p>26.5</p>	<p>Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the</p>

		Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to <b>ITB 24</b> .
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and

		affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
<b>50. Confidentiality</b>	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>51. Clarification of Bids</b>	28.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:

		<ul style="list-style-type: none"> <li>g) evaluation &amp; qualification criteria;</li> <li>h) required scope of work or specifications;</li> <li>i) all securities requirements;</li> <li>j) tax requirements;</li> <li>k) terms and conditions of bidding documents.</li> <li>l) change in the ranking of the bidder</li> </ul>
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
<b>52. Preliminary Examination of Bids</b>	29.1	<p>Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>f) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>g) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>h) has been properly signed;</li> <li>i) is accompanied by the required securities; and</li> <li>j) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> <li>d) affects in any substantial way the scope, quality, or performance of the Services;</li> <li>e) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or</li> </ul>

		f) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under <b>ITB 11, 12 and 13</b> have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i><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 or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p>(d) <i>Submit the number of copies of signed bids required by the invitation;</i></p> <p>(e) <i>Furnish required information concerning the number of its employees;</i></p> <p>(f) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></p>
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable

		period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
<b>53. Examination of Terms and Conditions; Technical Evaluation</b>	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V – Schedule of Requirements, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with <b>ITB 29</b> , it shall reject the Bid.
<b>54. Correction of Errors</b>	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> <li>e) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total</li> </ul>

		<p>price as quoted shall govern and the unit price shall be corrected;</p> <p>f) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>g) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>h) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 18.9.</b>
<b>55. Conversion to Single Currency</b>	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of ) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the <b>BDS.</b>
<b>56. Evaluation of Bids</b>	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29.</b>
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical

		Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	<p>The Procuring Agency’s evaluation of a Bid will take into account:</p> <ul style="list-style-type: none"> <li>a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and</li> </ul>
	33.3	<p>The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.</p>
		<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the <b>BDS</b>, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> <li>i) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination.</li> <li>j) delivery schedule offered in the Bid;</li> <li>k) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>l) the cost of components, mandatory spare parts, and service;</li> <li>m) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid;</li> </ul>

		<ul style="list-style-type: none"> <li>n) the projected operating and maintenance costs during the life of the equipment;</li> <li>o) the performance and productivity of the equipment offered; and/or</li> <li>p) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</li> </ul>
	33.5	<p>For factors retained in <b>BDS</b>, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the <b>BDS</b>:</p> <p><i>(i) Delivery schedule.</i></p> <ul style="list-style-type: none"> <li>ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. <b>No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.</b> Within this acceptable range, an adjustment per week, as specified in the <b>BDS</b>, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</li> </ul> <p><i>(j) Deviation in payment schedule.</i></p> <ul style="list-style-type: none"> <li>i) Bidders shall state their Bid price for the payment schedule outlined in the <b>SCC</b>. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.</li> </ul> <p style="text-align: center;"><b>Or</b></p> <ul style="list-style-type: none"> <li>ii) The <b>SCC</b> stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered</li> </ul>

acceptable to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS**.

*(k) Cost of spare parts*

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

**Or**

v) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

**Or**

vi) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.

*(l) Spare parts and after sales service facilities in Pakistan*

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding

		<p>Documents, if quoted separately, shall be added to the Bid price.</p> <p><i>(m) Operating and maintenance costs</i></p> <p>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the <b>BDS</b> or in the Technical Specifications.</p> <p><i>(n) Performance and productivity of the equipment.</i></p> <p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the <b>BDS</b> will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the <b>BDS</b> or in the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the <b>BDS</b> or in the Technical Specifications.</p> <p><i>(o) Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>BDS</b> and/or the Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of

		multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the <b>BDS</b> .
<b>57. Domestic Preference</b>	34.1	If the <b>BDS</b> so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>58. Determination of Most Advantageous Bid</b>	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	<b>Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
<b>59. Abnormally Low Financial Proposal</b>	36.1	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:  (f) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;  (g) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;  (h) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement

		<p>proceedings and promptly communicated to the Bidder concerned;</p> <p>(i) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(j) An abnormally low Bid means, in the light of the Procuring Agency’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(iv) Comparing the bid price with the cost estimate; (v) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and (vi) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	36.2	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.
	36.3	The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
	36.4	Procuring Agency may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in

		view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.5	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

<b>60. Criteria of Award</b>	37.1	<p>Subject to <b>ITB 36 and 38</b>, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p>d) eligible in accordance with the provisions of ITB 3;</p> <p>e) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>f) Successful negotiations have been concluded, if any.</p>
<b>61. Negotiations</b>	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p>(h) a minor alteration to the technical details of the statement of requirements;</p> <p>(i) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(j) a minor amendment to the special conditions of Contract;</p> <p>(k) finalizing payment arrangements;</p> <p>(l) delivery arrangements;</p> <p>(m) the methodology for provision of related services; or</p> <p>(n) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for

		negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
<b>62. Procuring Agency's Right to reject All Bids</b>	39.1	Notwithstanding <b>ITB 37</b> , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
<b>63. Procuring Agency's Right to Vary Quantities at the Time of Award</b>	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>64. Notification of Award</b>	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to <b>ITB 43</b> , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the

		successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
65. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and <b>after fulfillment of all conditions precedent</b> of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
66. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the <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.
	43.2	<p>If the Performance Security 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> <ul style="list-style-type: none"> <li>(e) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(f) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</li> <li>(g) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>(h) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> shall constitute sufficient grounds for the annulment

		of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
<b>67. Advance Payment</b>	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in <b>ITB 44.2</b> .
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency’s “Notice to Commence” as specified in the <b>SCC</b> .
<b>68. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the <b>SCC</b> .
<b>69. Corrupt &amp; Fraudulent Practices</b>	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. REVIEW OF PROCUREMENT DECISIONS

<b>19.</b>	<b>48.1</b>	The address of FBR - Room 506 <sup>th</sup> , 5 <sup>th</sup> Floor, FBR House, Constitution Avenue, G-5, Islamabad
	<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

## ***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***

## Scope of Work

### 1. Introduction

The Central Control Unit (CCU) is designed to be a critical enforcement mechanism for the Federal Board of Revenue (FBR), designed to monitor, collect, and analyze data from deployed digital interventions (e.g., production tracking, POS, Digital invoicing, Cargo tracking system, E-way billing, Faceless assessment and others (subject to change in the future). The system should ensure enforcement visibility, identifying data discrepancies, and facilitating immediate enforcement actions.

The CCU is to be implemented with a **two-fold purpose**:

1. **Monitor all deployed digital interventions and solutions** at taxpayer facilities
2. **Collect, store, and analyze data** from these solutions to build a historical data repository for various FBR use cases

The Central Control Unit (CCU) must be designed to support integration and monitoring of **two broad categories of digital interventions**:

1. **Production Monitoring Interventions**: These include newly deployed systems such as video analytics, scanners, and counters that directly monitor physical production activities. These interventions will require full integration—including real-time data ingestion, automated alerts, analytics, dashboards, and video playback functionalities
2. **Data-Only Integrations**: This includes systems where structured data is already available through already up-and-running enforcement platforms (e.g., Digital Invoicing, E-Way Billing, or POS systems). For such interventions, the CCU will primarily be responsible for ingesting and visualizing the data, generating analytics, enabling reporting, and where needed setting up rule-based alerts to flag non-compliance, anomalies, or operational issues

*The vendor's proposed system must accommodate both categories seamlessly, ensuring flexible integration paths and an intuitive interface that enables FBR personnel to access, analyze, and act on both real-time and structured datasets as per defined enforcement needs.*

The CCU's primary objectives are:

- **Real-Time Alerts & Monitoring** – Ensuring continuous data transmission from digital interventions deployed by FBR at various locations, detecting system failures, and flagging potential compliance risks.
- **Operational Analysis & Compliance Insights** – Processing and analyzing collected data from digital interventions to identify discrepancies, patterns, and site-level anomalies for enforcement support.
- **Integration & Scalability** – Enabling seamless integration with relevant enforcement and infrastructure systems, with future scalability to include additional industries, technologies, and monitoring mechanisms.

The selected vendor will be responsible for the end-to-end design, procurement, installation, operationalization, and long-term management of the CCU while ensuring full compliance with FBR’s enforcement framework and regulatory requirements.

**Current planned interventions (non-exhaustive):**

<b>Intervention name</b>	<b>Description</b>	<b>Sample data analysis and visualizations</b>
Production Tracking & Track and Trace	Counting of goods produced at various manufacturing sites across key industries	Count of produced items (bags, bales etc.), no. of taxpayer sites with solution deployed, Alerts (e.g., for hardware, production drops), Production count (filterable by line, period, SKU), scanner status, deviations, potential manipulations
Point of Sales	Integration of FBR system with POS solution of provinces (restaurants, services)	Number of transactions (filterable by geography, tax-office, period), deviations, national heatmap, revenue collection
Digital Invoicing	E-invoicing across FMCG, public sector, and other priority sectors	Integrations status by Licensed integrator, Invoices generated (filterable by taxpayer, period, invoice type), integration status, API uptime, tax return comparison
Cargo Tracking System	Tracking movement of priority goods via e-way billing for suppliers, transporters, buyers	EWBs generated, route heatmap, integration status, vehicle risk status, value triangulation to DI
Digital Enforcement Station	Checkposts across major chokepoints in Indus and Balochistan to counter smuggling	Inspections and impounded vehicles at key checkpoints, enforcement coverage
Faceless Assessment	Automated and anonymous clearance of goods	Number of GD’s filed, number of documents called (vs. exempted), average clearance time, revenue collection
CRM and Litigation dashboards	Tracking of litigations across of onboarded lawfirms across all courts e.g., ATIR, SC, HC	CRM cases status, litigation process updates, deadlines (filterable by court, tax-office)
Data Integrations	Tracking of return filing and enforcement status for priority high value non-filing individuals	Notices status, notice deadlines, taxpayer filing status, null filing instances (filterable by tax-office, tax-officer)
Social Media Scraping	Access to major news channels / social media platforms and collection and analysis of data from various social media platforms	Social media trends and sentiments, digital campaign performance, traditional media coverage, trending keywords related to tax, enforcement, or public complaints. Volume of posts or mentions related to tax, Sentiment analysis of public commentary (positive, neutral, negative), Geo-tagged content showing location-specific buzz, Screenshots or flagged posts routed as alerts to enforcement teams
Chatbot	AI assistant for taxpayer facilitation for return filing and tax related queries	Number of queries raised (filterable by category, period), user satisfaction level

*FBR will designate the site(s) where the CCU system will be installed. The vendor will be responsible for setting up all necessary infrastructure at these designated locations and ensuring compliance with operational requirements. The vendor shall also be expected coordinate closely with the FBR teams/personnel to ensure timely response and resolution of system alerts and operational issues*

## **2. Functional Responsibilities of the Vendor**

*Below mentioned items are indicative only – vendor would be responsible for setting up tracking metrics, alerts, data types requested by FBR based on enforcement requirements*

The vendor must provide a comprehensive solution covering the following functional areas:

### **A. Alerts & Monitoring**

The vendor must design a system that actively monitors data system status and data flow at all times. The CCU must ensure:

- Identification of system failures if interventions deployed at taxpayer site stops sending data or if intervention hardware (e.g., video analytics, bottle serialization) malfunctions.
- Generate automated alert to cover (but not limited to):
  - Camera disconnections or video feed interruptions.
  - Failure to receive data within pre-defined intervals.
- Ensure high system uptime, providing a fallback mechanism for uninterrupted monitoring and data processing.

### **Suggested Table: Alert Categories & Response Mechanisms (non-exhaustive)**

<b>Alert Type</b>	<b>Trigger Condition</b>	<b>System Response</b>
Camera Disconnection	No video feed received for 30 minutes	Automated alert to CCU, vendor must investigate
Data Transmission Failure	No data received for 1 hour	System retries data collection, escalates if unresolved
Internal Hardware Failure	Components of CCU offline or any error	Escalation to vendor’s maintenance team
Facility Server Downtime	Unavailability of facility servers for over 15 minutes	Failover mechanism triggered; vendor alert raised
Abnormal Production Spike/Dip	Real-time values deviate >+/- 30% from moving average	System flags potential anomaly, alerts CCU analyst
Video Feed Tampering Detected	Interrupted or corrupted frame pattern	Flag raised for manual review and field validation

*Aforementioned items are indicative only – vendor would be responsible for setting up tracking metrics requested by FBR based on need and enforcement requirement*

## B. Data Collection & Analysis

The CCU shall be designed to receive and process data from multiple sources and formats, including both real-time feeds and periodic reports. These may include (but are not limited to) production data, system diagnostics, enforcement activity logs, and audit trails. The system shall support structured ingestion of at least different data types, with varying frequencies such as real-time, daily, weekly, and monthly. The CCU must (but would not be limited to):

- Aggregate production data from multiple tax enforcement interventions
- Allow data query and trend analysis over customizable timeframes (e.g., daily, weekly, monthly views).
- Provide real-time visibility into production trends across industries.

### Suggested Table: Data Analysis Categories (non-exhaustive)

Metric	Frequency	Methodology
Production Count	Daily, MTD, YTD	Show count of number of units (e.g., bales, bottles, cement bags) captured by sensors or video analytics systems.
Intervention Uptime	Daily, MTD, YTD	Calculate % of time each intervention was connected and sending data during the day.
Object Detection Accuracy	Weekly, Monthly	Compare detected objects (e.g., bales) against a manually validated sample over short time windows.
Production Lines Covered, %	Weekly, Monthly	Count how many production lines have at least one active intervention vs. target production lines.
System Health & Diagnostic Reports	Daily, Weekly	Track hardware status (e.g., CPU load, storage levels) and generate summary from system logs.
CPU/Memory Usage	Daily, Weekly	Average CPU and memory usage from local server logs over a defined period.
Data Backup and Retention	Weekly, Monthly	Check if scheduled backups occurred and how many days of data are stored in the system.

*Aforementioned items are indicative only – vendor would be responsible for setting up tracking metrics requested by FBR based on need and enforcement requirement*

## C. CCU Integration & Scalability

- The vendor must ensure near real-time data sharing with enforcement dashboards.
- The system must be modular and scalable, allowing for:
  - Future expansion into additional industries.
  - Integration with new enforcement technologies (e.g., advanced analytics, remote auditing tools).

- Cloud-based or hybrid deployment options to support expansion without hardware overhauls.

The vendor must ensure near-real-time data integration between the CCU platform and various digital interventions, and system must be designed with modular architecture and scalable infrastructure, allowing for both horizontal and vertical expansion without requiring major system overhauls. The system should support:

- **Integration with evolving digital interventions**, including AI-powered analytics, remote auditing tools, GPS tracking devices, or third-party regulatory platforms, without interrupting existing operations.
- **Standardized integration protocols (e.g., APIs, data pipelines)** to ensure seamless interoperability with new digital interventions—whether raw feeds (e.g., camera streams) or structured datasets (e.g., e-way billing, POS, Track and Trace).
- **Expansion of visualization and analytics modules**, including the ability to configure new dashboards, KPIs, and data categories without backend re-engineering.
- **Future expansion across sectors and geographies** by enabling quick onboarding of new taxpayer categories, industries, or locations with minimal configuration.
- **Flexible deployment options**, including cloud-based, on-premise, or hybrid infrastructure, ensuring scalability of data storage, processing power, and system availability across deployment environments.

#### D. Compliance, Monitoring & Vendor Responsibilities

- The vendor must adhere to strict Service Level Agreements (SLAs) for system uptime, response times, and data accuracy.
- Ensure real-time tracking of deployed hardware to maintain data integrity.
- Provide continuous monitoring and iterative system enhancements to ensure future scalability.
- Vendor must submit regular reports to FBR on system performance, flagged violations, and recommended improvements.
- Coordinate closely with the FBR teams/personnel to ensure timely response and resolution of system alerts and operational issues

#### Suggested Table: Tentative Performance Metrics (non-exhaustive)

Example responsibilities	Example required Performance Standard	Example penalty for Non-Compliance
System uptime	≥ 99.5% uptime for CCU software and interfaces	5% deduction in monthly payment per incident of unplanned downtime
Integration with FBR Systems	Real-time data sync	Contract review if repeated failures occur

Example responsibilities	Example required Performance Standard	Example penalty for Non-Compliance
Data Ingestion & Synchronization	≥ 98% of expected data received from connected locations	Written notice for first breach; penalty on recurring violations
Alert accuracy	≥ 95% accuracy and completeness of alerts generated	Mandatory system review and tuning at vendor's expense
Dashboard Responsiveness	Key dashboards load within 3 seconds	2% deduction per week of continued non-compliance
Reporting & Submissions to FBR	Weekly performance reports delivered on time	Deduction per missed submission
Data Backup & Retention Compliance	≥ 99% of required data retained and restorable	10% holdback on milestone payments until compliance confirmed
User Access & Security Logs	All administrative and role-based access logged properly	Escalation to FBR with formal audit if gaps are detected

*Aforementioned responsibilities are indicative only*

## E. Coordination with Hardware Vendors for Issue Resolution

### Implementation Responsibility:

- The vendor shall coordinate closely with the FBR teams/personnel to ensure timely response and resolution of system alerts and operational issues
- The vendor must work proactively with FBR and third-party hardware providers to maintain system reliability

The vendor shall be responsible for liaising with solution vendors who have deployed enforcement solutions at taxpayer facilities to ensure seamless issue resolution when operational failures occur. This includes:

- **Establishing communication protocols** with hardware vendors for fault detection and troubleshooting.
- **Providing first-level diagnostics** to identify whether an issue originates from the **CCU software, data transmission, or the hardware itself.**
- **Coordinating with digital solution vendors** e.g., deployed video analytics, bottles production counting etc. to facilitate timely resolution of issues related to deployed interventions (e.g., cameras, sensors, barcode scanners, etc.)

## Schedule of Requirements

*All deliveries must follow **Incoterm DAP (Delivered at Place)**, with the vendor responsible for all costs, risks, and import duties until the equipment is delivered and installed at the designated FBR site.*

FBR intends to implement the **Central Control Unit (CCU)** in the following structured phases:

### Deployment Timeline

Vendor would be required to complete the phases within the specified timeframes from the contract signing date (or any other reasonable plan agreed upon between FBR and vendor):

#### Phase 1: Installation (8 weeks)

Architecture definition (4 weeks)

Setup of infrastructure, hardware, software, including network, power, and physical security at designated site (4 weeks)

#### Phase 2: Pre-Commissioning & Testing (10 weeks)

Build phase (6 weeks): System calibration, data connectivity verification, and preliminary functionality testing.

User Acceptance Testing (UAT) (4 weeks) - all stakeholders participate and sign off.

#### Phase 3: Full Operationalization & Go-Live (8 weeks)

Pilot (4 weeks) - Limited deployment to validate operations, reporting, and compliance.

Go-live (4 weeks) - Full-scale CCU operations, enforcement dashboards active, and real-time data analytics enabled.

### Roles of Key Stakeholders

To ensure secure, coordinated, and efficient CCU operations, the following roles shall be assumed by key stakeholders:

#### 1. CCU Vendor:

The selected vendor will be responsible for setting up and running the CCU, integrating data from designated sources, and ensuring smooth operation of dashboards, alert mechanisms, and enforcement tools. The vendor will work closely with:

- The embedded **FBR team** to align on monitoring and compliance priorities and to provide structured data exports and insights required for discrepancy analysis and decision-making when required
- On-ground **enforcement teams** to provide direction to conduct enforcement activities i.e., field visits to taxpayer sites based on CCU alerts etc.

2. **Federal Board of Revenue (FBR):**

FBR will provide strategic oversight, and on-ground monitoring support. It will:

- Embed compliance officers into vendor operations for shadowing and decision-making.
- Provide on-ground enforcement teams for mobilization
- Act as a coordination bridge between the vendor and the internal analytics, enforcement, and operations teams.

3. **Designated technical support and data storage entity:**

Will act as the designated data infrastructure host. It will:

- House processed data for CCU usage of all deployed digital interventions at various locations i.e., taxpayer sites etc.
- Share processed data with CCU vendor of deployed digital interventions to enable development of dashboards, alerts, and other monitoring activities
- Validation of deployed hardware and software for successful monitoring of digital interventions i.e., data pipeline security, etc.
- Ensure all data processes follow defined cybersecurity protocols

## Technical Requirements

<b><i>A. Background</i></b>	
01.	<p>The Federal Board of Revenue (FBR) is undertaking a comprehensive digitalization initiative to enhance oversight, compliance monitoring, and enforcement capabilities within Pakistan.</p> <p>The CCU system will function as a centralized enforcement hub, enabling FBR to monitor manufacturing activities in real-time. It will serve as a live control room, aggregating production data, triggering alerts, and enabling structured analysis of data across multiple enforcement streams and from various data sources. The CCU will support video analytics, serialization data, and other digital interventions to ensure real-time visibility into taxpayer operations.</p> <p>To achieve this, the vendor must:</p> <ul style="list-style-type: none"><li>• Procure, install, and deploy the required hardware and software to run the CCU system, ensuring end-to-end operationalization as per FBR’s specifications.</li><li>• Design, develop, and implement CCU software (as required) based on FBR’s enforcement workflows, ensuring seamless integration with monitoring and compliance systems.</li><li>• Retrieve and process data from FBR’s designated data center where data will be securely stored. The vendor must ensure seamless retrieval, integration, and processing of data for analytics, monitoring, and dashboard rendering through the CCU system from the designated data center</li><li>• Run the day to day operations of CCU (with oversight from FBR) and ensure continued operation, maintenance, and support.</li><li>• Provide ongoing maintenance and support, ensuring that all components function optimally and adhere to performance benchmarks.</li><li>• Provide training and capacity-building for FBR personnel where necessary.</li></ul>
02.	<p><b>Business Objectives of the FBR;</b></p> <p>The Federal Board of Revenue (FBR) recognizes the critical role of technology in enhancing production monitoring, ensuring compliance, and improving data accuracy within Pakistan’s manufacturing sector. The CCU project is a key enforcement initiative, providing real-time visibility into production, operational and compliance-related activities from digital interventions (non-exhaustive) by centralizing data collection, processing, and monitoring.</p> <p>The vendor will be responsible for:</p> <ol style="list-style-type: none"><li>1. Centralized Data Aggregation<ul style="list-style-type: none"><li>○ The CCU system must collect, process, and store production data from all FBR designated digital interventions and locations.</li><li>○ The system must ensure near real-time transmission, enabling FBR to track, verify, and enforce tax compliance effectively.</li></ul></li></ol>

- 2. System Infrastructure & Hardware Deployment
  - The vendor must install, maintain, and manage all necessary equipment.
  - The system should be modular and scalable, allowing future integration with additional industries and enforcement technologies.
- 3. Data Analytics & Compliance Monitoring
  - The vendor must supply and implement a data analytics platform, enabling automated anomaly detection and predictive analytics (where required)
  - The CCU must analyze real-time production data, flagging discrepancies
- 4. Testing & Performance Verification
  - The vendor must verify that all hardware, software, and network components meet the operational and performance criteria before full-scale implementation.
- 5. Ongoing Maintenance & Support
  - The vendor must ensure system uptime, provide troubleshooting, and implement timely software updates.
  - Dedicated technical support teams must be provided, responsible for system audits, maintenance, and optimization

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

<b>Acronym</b>	<b>Definition</b>
AI	Artificial Intelligence
API	Application Programming Interface
BYOD	Bring Your Own Device
CPU	Central Processing Unit
CMS	Content Management System
DBMS	Database Management System
DRAM	Dynamic Random-Access Memory
DNS	Domain Name System
DOS	Disk Operating System
FPGA	Field Programmable Gate Array
GPU	Graphics Processing Unit
HDD	Hard Disk Drive
IoT	Internet of Things
IP	Internet Protocol
IPS	Intrusion Prevention System
ISO	International Standards Organization
LAN	Local Area Network
ML	Machine Learning
NVR	Network Video Recorder

OS	Operating System
PLC	Programmable Logic Controller
RAM	Random Access Memory
RDBMS	Relational Database Management System
SQL	Structured Query Language
SSD	Solid State Drive
TCP/IP	Transmission Control Protocol / Internet Protocol
UPS	Uninterruptible Power Supply
VLAN	Virtual Local Area Network
VPN	Virtual Private Network
WAN	Wide Area Network

***Business Functions and Performance Requirement***

**01. Business Requirements to Be Met by the Central Control Unit**

The proposed Central Control Unit (CCU) system shall serve as the central platform for receiving, storing, and analyzing data from a range of digital interventions deployed across taxpayer locations. It shall support real-time monitoring, visualization, and compliance analysis by centralizing operational and enforcement-related information.

The CCU must be capable of handling two categories of digital interventions:

1. **Production Monitoring Interventions:** These include newly deployed systems such as video analytics, scanners, and counters that directly monitor physical production activities. These interventions will require full integration—including real-time data ingestion, automated alerts, analytics, dashboards, and video playback functionalities
2. **Data-Only Integrations:** This includes systems where structured data is already available through already up-and-running enforcement platforms (e.g., Track & Trace, E-Way Billing, or POS systems). For such interventions, the CCU will primarily be responsible for ingesting and visualizing the data, generating analytics, enabling reporting, and where needed setting up rule-based alerts to flag non-compliance, anomalies, or operational issues.

The CCU system shall centrally store all incoming data, enable seamless integration of various sources, and ensure secure access for compliance tracking, reporting, and enforcement planning. The system shall include the following elements (Refer to Annexure-A for details):

**1. Data Capture:**

The system will be designed to receive data captured by hardware and sensors installed at each taxpayer premise, focusing on compliance purposes.

**2. Data Transmission:**

Data from local servers (where applicable) shall be securely transmitted to the central control unit. Vendors' systems shall facilitate secure and efficient data transfer for aggregation, visualization, and reporting.

**3. Data Aggregation:**

The CCU system shall aggregate data, ensuring that data from various sources is compiled into a unified format for easier processing and analysis.

**4. Data Cleaning:**

Implement data cleaning processes to remove any inconsistencies, errors, or duplicates in the received data to ensure high-quality and reliable data for analysis.

**5. Data Analysis:**

Process the aggregated and cleaned data. This includes applying algorithms to identify patterns, trends, and anomalies in production, operational and compliance-related activities from digital interventions (non-exhaustive).

**6. Near Real-time Processing:**

Ensure that the system supports near real-time data processing to provide up-to-date information on production, operational and compliance-related activities from digital interventions (non-exhaustive) enabling timely decision-making and compliance monitoring.

**7. Interactive Dashboards:**

Develop interactive dashboards that allow users to visualize data in various formats, such as charts, graphs, and tables. These dashboards should be customizable to meet the specific needs of different users. Vendor must provide role-specific dashboards to support decision-making, monitoring, and enforcement workflows. These dashboards must be configurable, intuitive, and support drill-down capabilities for investigation and case resolution. All visualizations must be responsive and capable of being refreshed in near real-time

**8. Reporting Tools:**

Include robust reporting tools that enable users to generate detailed reports on production, operational and compliance-related activities from digital interventions (non-exhaustive) and other key metrics. Reports should be exportable in multiple formats (e.g., PDF, Excel).

**9. Alert and Notification System:**

Implement an alert and notification system that can notify relevant stakeholders of any anomalies, compliance breaches, or significant changes in production data. Alerts should be configurable based on predefined thresholds and criteria.

**10. Historical Data Analysis:**

Provide capabilities for historical data analysis, allowing users to compare current production data with historical trends to identify long-term patterns and insights.

**11. User Access Control:**

	<p>Ensure that data visualization tools have user access control mechanisms to restrict access to sensitive information and ensure that only authorized personnel can view or manipulate the data.</p> <p><b>12. Scalable Multi-Site Integration:</b></p> <p>The system shall support monitoring across multiple locations, enabling centralized oversight over all deployed solutions</p> <p><b>13. Compliance with Standards:</b></p> <p>Vendors shall ensure their solutions adhere to cybersecurity and data privacy requirements mandated by FBR.</p> <p><b>14. Dedicated Vendor Team:</b></p> <p>Vendors will be responsible for providing a dedicated team to manage dashboards, run analytics, perform equipment maintenance, and conduct audits to ensure the system's operational efficiency and compliance with regulatory standards.</p>
02.	<p><b>Functional Performance Requirements of the Information System</b></p> <p>The vendor must deliver a <b>high-performance, scalable, and secure CCU system</b> that ensures seamless data collection, compliance monitoring, and enforcement support. The system must meet the following key performance areas:</p> <ol style="list-style-type: none"> <li>1. <b>Uninterrupted Data Flow &amp; System Availability</b> <ul style="list-style-type: none"> <li>○ The system must ensure <b>continuous, near real-time transmission</b> of data without interruptions. <ul style="list-style-type: none"> <li>▪ <i>Illustrative example: If a video feed from a manufacturing plant goes offline, the system should automatically trigger a backup transmission or notify enforcement teams</i></li> </ul> </li> <li>○ Vendors must implement <b>redundancy measures and automated failover mechanisms</b> to prevent downtime.</li> <li>○ The CCU must <b>support local access</b> by authorized users while maintaining high system performance. <ul style="list-style-type: none"> <li>▪ <i>Illustrative example: Multiple users should be able to simultaneously access real-time production data and video analytics dashboards without latency issues.</i></li> </ul> </li> </ul> </li> <li>2. <b>Secure Data Processing &amp; Storage</b> <ul style="list-style-type: none"> <li>○ The vendor must ensure all transmitted data is <b>encrypted and stored securely</b>, preventing unauthorized access or tampering.</li> <li>○ The CCU data retrieval mechanism must be <b>optimized for high-volume data storage and rapid retrieval</b>, allowing enforcement teams to query and analyze data efficiently. <ul style="list-style-type: none"> <li>▪ <i>Illustrative example: A user searching for production count in a specific factory should be able to retrieve historical data from the last six months</i></li> </ul> </li> <li>○ A <b>structured data retention policy</b> must be provided to maintain historical records for regulatory compliance.</li> </ul> </li> </ol>

- *Illustrative example: Data should be archived in compliance with FBR regulations, retaining essential logs for forensic analysis while deleting non-critical data after a set period.*

### 3. **Advanced Data Analytics & Compliance Enforcement**

- The system must incorporate **advanced analytics** to detect unusual production patterns, compliance breaches, and enforcement triggers.
  - *Illustrative example: If production output reported by a factory is consistently lower than historical data collected*
- Vendors must ensure the **seamless aggregation of multiple data sources** into a single compliance dashboard.
  - *Illustrative example: Video-based object detection counts, barcode scanning based bottle serials/SKU counts*
- The system must allow for **custom enforcement rules**, enabling FBR to refine detection parameters as enforcement needs evolve.
  - *Example: If a compliance requirement mandates stricter thresholds on production anomalies, the system should allow users to adjust alert thresholds without requiring vendor intervention.*

### 4. **Intelligent Alerts & Customizable Dashboards**

- Vendors must deploy an **automated alerting system** that categorizes alerts based on urgency and impact.
  - *Illustrative example: A factory that fails to send data for 60 minutes should generate a “High Priority” alert, while minor discrepancies in production trends might generate a “Low Priority” alert.*
- Dashboards must be **configurable**, allowing enforcement teams to prioritize key metrics and reports.
  - *Illustrative example: A senior tax officer should be able to create a dashboard view focused only on the top 10 factories with the highest compliance violations.*
- The system should facilitate **custom report generation** to support targeted investigations and audits.
  - *Illustrative example: Ability able to download a PDF report showing a factory’s production trends over the past three months with all flagged anomalies highlighted.*

### 5. **System Scalability & Futureproofing**

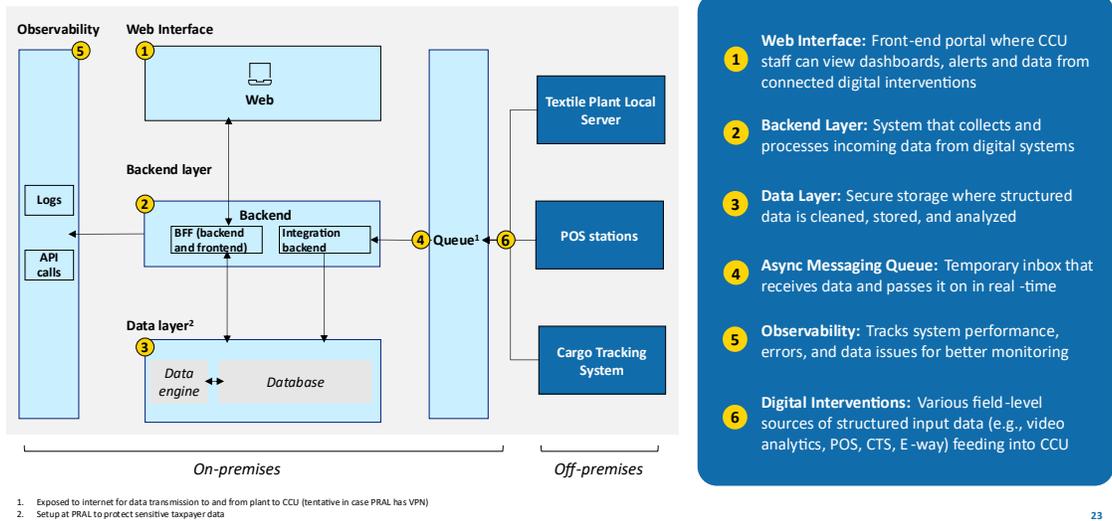
- The system must be **modular and scalable**, allowing for the integration of additional enforcement mechanisms and industries.
  - *Illustrative example: Initially implemented for cement and beverage industries, the system should allow easy expansion to textile manufacturing without requiring a complete system overhaul.*
- Vendors must ensure that **future system upgrades** (e.g., AI enhancements, new data sources) can be integrated **without major system disruptions**.
  - *Illustrative example: If FBR decides to introduce facial recognition-based worker tracking in factories, the system should be able to ingest and process this new data source with minimal downtime.*
- Remote monitoring tools should be included to enable **real-time diagnostics**.

	<ul style="list-style-type: none"> <li>▪ <i>Illustrative example: If a camera installed at a factory is overheating or failing to capture data, the system should automatically notify the maintenance team before the issue escalates.</i></li> </ul>
<h2><b><i>Technical Specification</i></b></h2>	
01.	<p><b>General Technical Requirements</b></p> <p><b>i. Language Support:</b> All information technologies with the video analytics system must provide support for the [business language(s) of the end-user(s)]. Specifically, all display technologies and software must support the ISO 639-1 EN character set and perform sorting according to ISO/IEC 14651</p> <p><b>ii. DATES:</b> All information technologies <b>MUST</b> properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data (i.e., YYYY-MM-DD).</p> <p><b>iii. Electrical Power:</b> 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.</p> <p><b>iv. Environmental:</b> 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.</p>
02.	<p style="text-align: center;"><b><i>Hardware Specifications</i></b></p> <p>The hardware requirements outlined in this document serve as <b>indicative recommendations</b> to guide vendors in deploying the necessary components for the Central Control Unit (CCU). These specifications are not <b>prescriptive</b> but are meant to establish a baseline for performance, security, and compatibility.</p> <p>Vendors <b>are not restricted</b> to the exact brands or models listed but must ensure that their proposed hardware and software solutions meet or exceed the <b>functional, operational, and security requirements</b> necessary for the successful deployment and operation of the CCU.</p> <p>The <b>primary focus</b> is on achieving the desired system outcomes, ensuring seamless data processing, operational reliability, and compliance with enforcement objectives. Vendors are encouraged to propose <b>equivalent or superior solutions</b>, subject to approval by FBR.</p>

All proposed alternatives must be **fully compatible with the desired CCU ecosystem** and must not compromise on performance, uptime, security, or operational efficiency.

Vendors are recommended to implement a **secure data archiving mechanism** that stores all incoming data to the CCU on a rolling 90-day cycle.

(Detailed in Annexure- B)



### User PC

PC used by CCU operators to monitor the data, and react to events

### Industrial PC Operating System Requirements

Operating System	Service Pack / Update
Windows 10 (64-bit) or equivalent	Version 1809 (OS build 17763) or newer
MacOS	Version 14 or newer

### Hardware System Requirements

Name	Requirement	Indicative Brands (or equivalent)
CPU	<ol style="list-style-type: none"> <li>At least Intel® Core™ i7 12<sup>th</sup> gen or higher processor (or equivalent)</li> <li>Apple M3 or higher processor</li> <li>Must handle basic functionalities</li> </ol>	Intel AMD Apple

Industrial PC	Must be robust industrial design with various ports (ethernet, USB, HDMI, etc.) and necessary peripherals (e.g. monitor, mouse, keyboard, etc.)  Must be able to transmit information to local servers	Lenovo Dell Apple
Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	Eaton Phoenix Contact Mean Well
RAM	Enough RAM to ensure smooth system operations for basic functionalities (use of web browser) <ul style="list-style-type: none"> <li>At least 8 GB DDR5 for Apple-M based PCs</li> <li>At least 16 GB DDR5 of RAM for Windows based PCs</li> </ul>	Samsung ADATA Kingston Crucial
Hard Drive	Enough storage data for operating system and basic software with at least 256GB	Samsung ADATA Crucial
Web Browser	Google Chrome™ (or equivalent)	Google Chrome Mozilla Firefox Microsoft Edge Apple Safari

### Queue

Queuing is an Async communication concept, it is fail-safe, near real-time, and optimized for high traffic systems. External party systems deposit a message in the queue (fire and forget), and CCU systems will pick-up messages one at a time and populate the CCU database.

Operating System	Service Pack / Update
Ubuntu Linux	Version 22.04 LTS or newer
QUEUE CHOICE	VERSION 4.0
RabbitMQ	

Name	Requirement	Indicative Brands (or equivalent)
CPU	At least 2 cores, with at least 2 GHz each	Intel AMD
Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> </ul>	Eaton Phoenix Contact Mean Well

	<ul style="list-style-type: none"> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	
RAM	<ul style="list-style-type: none"> <li>At least 4 GB DDR5 RAM</li> </ul>	Samsung ADATA Kingston Crucial
Hard Drive	512 GB to store high traffic incoming messages if needed	Samsung ADATA Crucial

### Database

The database will be the main data holder on-prem FBR. It's a relational database that will store structured data. Postgres is recommended as a leading open-source and high-performance database solution in the market

#### Database system requirements

System	Service Pack / Update
Ubuntu Linux	Version 22.04 LTS or newer
Postgres	Version 17 (latest)

Name	Requirement	Indicative Brands (or equivalent)
CPU	At least 8 cores, with at least 2 GHz each	Intel AMD
Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	Eaton Phoenix Contact Mean Well
RAM	<ul style="list-style-type: none"> <li>At least 32 GB RAM</li> </ul>	Samsung ADATA Kingston Crucial
Hard Drive	1 TB storage	Samsung ADATA Crucial

### Data Engine

A dedicated data engine to process structured data received from local servers. This component will be responsible for storing, processing, and managing structured enforcement

data (e.g., production logs, anomaly reports, compliance flags). The data engine will not process video feeds directly. Instead, all structured data will be processed locally before being transmitted to the CCU data engine. The vendor must ensure seamless integration with CCU dashboards, analytics modules, and enforcement tracking workflows

**Data engine system requirements**

<b>Operating System</b>	<b>Service Pack / Update</b>
Ubuntu Linux	Version 22.04 LTS or newer

<b>Name</b>	<b>Requirement</b>	<b>Indicative Brands (or equivalent)</b>
CPU	1 instance, 12 cores each, with at least 2 GHz each	Intel AMD
Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	Eaton Phoenix Contact Mean Well
RAM	<ul style="list-style-type: none"> <li>At least 64 GB RAM</li> </ul>	Samsung ADATA Kingston Crucial
Hard Drive	1 TB storage	Samsung ADATA Crucial

**Backend**

Backend will act as the server of the web interface, and as the integration server with the external party systems. Backend will be built using leading market technologies, exposing APIs to be consumed by the web interface.

**Backend system requirements**

<b>Operating System</b>	<b>Service Pack / Update</b>
Ubuntu Linux	Version 22.04 LTS or newer

<b>Name</b>	<b>Requirement</b>	<b>Indicative Brands (or equivalent)</b>
CPU	2 instances (1 for each backend), 2 cores each, with at least 2 GHz each	Intel AMD

Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	Eaton Phoenix Contact Mean Well
RAM	<ul style="list-style-type: none"> <li>At least 4 GB RAM for each sentence</li> </ul>	Samsung ADATA Kingston Crucial
Hard Drive	50 GB storage	Samsung ADATA Crucial

### Observability

Observability and monitoring is crucial for sensitive software. It allows to track actions, events, and allows for efficient debugging on production.

#### Observability system requirements

Operating System	Service Pack / Update
Ubuntu Linux	Version 22.04 LTS or newer

Name	Requirement	Indicative Brands (or equivalent)
CPU	2 instances, At least 2 cores, with at least 2 GHz each	Intel AMD
Power Supply	<ul style="list-style-type: none"> <li>Power supply must be 1.25 times of the system and GPU power requirements</li> <li>Source: AC - DC Single output Industrial DIN rail power supply</li> <li>Output 24Vdc at 5A; metal case</li> </ul>	Eaton Phoenix Contact Mean Well
RAM	<ul style="list-style-type: none"> <li>At least 2 GB RAM for the first instance</li> <li>At least 8 GB RAM for the second instance</li> </ul>	Samsung ADATA Kingston Crucial

Hard Drive	20 GB for the first instance 1 TB for the second instance	Samsung ADATA Crucial
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**Display & Monitoring Screens Requirement:**

The vendor must plan for an initial setup of approximately 25 industrial-grade display screens, with the capacity to scale up to a maximum of 50 screens over the course of the contract period based on operational needs.

The vendor must also provide an indicative staffing plan detailing the number of operator personnel required to monitor each screen across two 12-hour shifts to ensure round-the-clock CCU operations. This plan should consider optimal operator-to-screen ratios and account for both day and night shift coverage to maintain enforcement visibility at all times.

**As a guideline** to ensure adequate coverage of dashboards, video feeds, and enforcement alerts:

- 10–12 operators should be available during the day shift, and
- 5–7 operators during the night shift

The vendor shall define the screen sizes (suggested is at least 55-inch screen size), resolution, and placement for optimal visibility and efficiency. The system must support real-time display of analytics, alerts, and dashboard views as per the functional requirements. The specifications shall include, but are not limited to:

- **Minimum Quantity:** The Bidder shall propose an optimal number of industrial-grade display screens to ensure efficient system operation and enforcement monitoring.
- **Technical Specifications:** Screens must have a minimum resolution of 1920x1080 (Full HD)
- **Connectivity & Integration:** Screens shall support LAN/WAN connectivity, remote access, and compatibility with the Central Control Unit systems
- **Compliance & Certification:** The proposed equipment shall meet **recognized international industry benchmarks** and must be compatible with FBR’s enforcement network.
- **Placement Strategy:** The Bidder shall provide a comprehensive placement strategy, ensuring optimal visibility and accessibility at designated FBR site.

The vendor shall provide a detailed implementation plan for the deployment of display and monitoring infrastructure to support real-time enforcement and compliance tracking at the Central Control Unit (CCU). The system must enable centralized visualization of dashboards, alerts, camera feeds, and analytics related to multiple digital interventions.

The plan must cover both **wall-mounted display screens** and **operator desktop terminals**, with the following specifications and deliverables:

	<p><b>A. Display Screens (Video Wall / Monitoring Wall)</b></p> <ul style="list-style-type: none"> <li>• <b>Minimum Quantity:</b> At least 25 industrial-grade display screens (at least 55-inch screen size) must be proposed for the initial CCU setup with adequate operators to manage these screens across two 12-hour shifts e.g., 10-12 employees in day and 5-7 employees in the night shift</li> <li>• <b>Technical Specifications:</b> Each screen must have a minimum resolution of 1920x1080 (Full HD), with display brightness and contrast suitable for 24/7 operational environments.</li> <li>• <b>Mounting &amp; Configuration:</b> The screens shall be wall-mounted in with video wall configuration to provide a unified view of system-wide dashboards and video feeds. Vendors must design and propose: <ul style="list-style-type: none"> <li>○ Logical layout for grouping interventions (e.g., per sector or system).</li> <li>○ Display matrix configuration (e.g., 5x5) with seamless bezels.</li> </ul> </li> <li>• <b>Connectivity &amp; Integration:</b> Screens must be compatible with the CCU backend infrastructure and support integration via LAN/WAN or HDMI-over-IP, allowing real-time streaming of alerts, dashboards, and video feeds.</li> <li>• <b>Compliance &amp; Certification:</b> Screens should meet recognized industrial standards (e.g., CE, FCC, UL) and be certified for continuous use in mission-critical control rooms.</li> </ul> <p><b>B. Operator Workstations (Desktops / Terminals)</b></p> <p>To enable smooth day-to-day functioning of the Central Control Unit (CCU), the vendor shall propose a sufficient number of operator workstations to support monitoring and data analysis etc.</p> <p><b>Functional Guidelines:</b></p> <ul style="list-style-type: none"> <li>• The vendor must ensure adequate terminals for all on-site CCU operators, aligned with the screen layout and intervention coverage plan.</li> <li>• Each workstation should allow operators to simultaneously view dashboards, live video feeds, and diagnostic consoles.</li> <li>• Terminals must be capable of handling dashboard rendering, video playback, and data monitoring without performance delays.</li> <li>• All terminals must be pre-configured and fully functional upon deployment, with required CCU software, secure login access, and basic protection measures (e.g., antivirus, firewall).</li> <li>• The vendor should also ensure that workstations are scalable—i.e., additional operator terminals can be added seamlessly as CCU scope expands.</li> </ul>
05.	<p><b>Software Specifications</b></p> <p><b>1. Overview</b></p> <p>The selected vendor will be responsible for the design, development, deployment, and continuous enhancement of a custom-built software solution for the Central Control Unit</p>

(CCU). This software will act as the core enforcement monitoring platform, ensuring real-time tracking, automated alerts, production monitoring, and compliance analytics across digital interventions specified by FBR.

The system will be developed in collaboration with FBR to ensure that the functionalities are aligned with evolving enforcement requirements. The vendor must follow an iterative approach that allows for modifications based on feedback from FBR's enforcement teams. The software must be a customized system developed through continuous engagement with FBR to develop and deploy the CCU tracking & alerts system.

## **2. Functional Scope**

The CCU software must support enforcement tracking, risk assessment, and digital intervention monitoring. While the final system design will be refined based on FBR's operational needs, the vendor must ensure at the very least, the following functionalities:

### **2.1. Tracking & Enforcement Dashboard**

- A centralized dashboard for real-time oversight of enforcement data.
- Configurable data views to accommodate various enforcement priorities.
- Role-based access control ensuring data security and proper user permissions.

### **2.2. Automated Alerts & Compliance Notifications**

- Dynamic alerting system that allows FBR to define custom triggers.
- Notifications for equipment malfunction/manipulation, production discrepancies, and compliance risks.

### **2.3. Production & Transaction Monitoring**

- Live production tracking for cement, textile, beverages, and other industries.
- Adaptive data models that allow FBR to refine compliance thresholds.

### **2.5. Reporting and Analytics**

- Automated report generation for compliance reviews.
- Historical data tracking & benchmarking to support long-term enforcement.
- Tamper-proof audit logs to ensure transparency.

## **3. Key Metrics & Dashboard Design**

The CCU software should be able to provide visual dashboards tailored for different FBR user groups.

### **3.1. Key Performance Indicators (KPIs) to Track**

The CCU software will track compliance and enforcement efficiency using data from digital monitoring interventions installed by FBR at various locations.

**1. Production Monitoring & Digital Compliance**

- Real-time tracking from local servers deployed by FBR at various sites for video analytics, barcode scanners, etc.
- Automated alerts for production anomalies, and data gaps.

**2. Compliance & Enforcement Actions**

- Automated risk scoring to flag non-compliant factories.
- Inspection alerts for persistent discrepancies.

**3.2. Dashboard & Visualization Needs**

The CCU software shall include an integrated suite of dashboards that provide targeted visibility for different user personas across **FBR leadership, CCU analysts, and other defined users**. These dashboards will enable data-driven monitoring, investigation, and enforcement decision-making through structured visualizations and real-time alerting

The system shall include the following views (non-exhaustive) with ability to develop other variations to suit their purpose as required:

Dashboard	Audience	Core Functionalities
Executive Overview	FBR Leadership	High-level compliance scores, risk summaries, real-time alert feeds, key performance charts
Sector-Wise Compliance	CCU Analysts, FBR Sector Teams	Industry-specific production and anomaly tracking, variance analysis, site benchmarking
Enforcement & Investigations	Enforcement Units, CCU Analysts	Factory-level drilldowns, compliance heatmaps, site history, investigation logs
Alert Monitoring Panel	CCU Analysts, Field Teams	Live view of triggered alerts, status (open/closed), response tracking, escalation flags
System Health & Infrastructure	Technical Admins	Server uptime dashboards, queue load stats, error logs, API failures
Data Quality Monitor	CCU Analysts	Missing data flags, sync lag visualizations, data volume consistency checks

06. **System Management, Administration, and Security Specifications**

The following team structure presents an indicative framework outlining the key roles and skill sets required for successful implementation, operationalization, and sustained

functioning of the Central Control Unit (CCU). The vendor is expected to staff these roles adequately to ensure seamless execution and continuity of services.

This structure covers both:

- **Build Phase** (e.g., infrastructure setup, system development, deployment), and
- **Run Phase** (e.g., CCU operations, monitoring, data analysis, and user support).

The selected vendor should propose a comprehensive staffing plan that aligns with this framework, ensuring sufficient capacity for:

- Capacity to cover all workstations / systems to be setup in CCU
- Effective real-time monitoring and alert response
- Long-term operations and troubleshooting
- Integration with future digital interventions
- Development of additional future software capabilities as per FBR needs

*For operating and managing screens during for 24/7 vendors must suggest adequate employees / people to manage these screens across two 12-hour shifts e.g., 10-12 employees in day and 5-7 employees in the night shift*

Team type	Role	Responsibilities
Technical	DevOps Engineer	Ensure the CCU's backend systems and data flows run reliably, and resolve any system-level issues
	Software Engineer	Develop and maintain dashboards, alert systems, and user access features that power the CCU's operations
	UI/UX Designer	Design user-friendly interfaces for CCU staff and continuously improve usability based on feedback
	Infrastructure Technician	Set up and maintain the CCU's physical hardware (workstations, servers, network) to keep systems running
Business Analysis	CCU Lead	Oversee end-to-end CCU operations, ensure coordination across enforcement and analytics teams, and drive key outputs
	Team Lead	Manage intervention wise teams, validate compliance insights, and synthesize key summaries for escalation and senior review
	Analyst	Monitor intervention data, identify anomalies or patterns, and generate actionable alerts and reports
PRAL	Support Officer	Maintain backend systems and servers, ensure clean data flow into the CCU, and troubleshoot technical issues

*Indicative guide for team setup*

**FBR team role:**

To ensure smooth implementation, enforcement alignment, and long-term sustainability, FBR will deploy a dedicated team throughout the Build Phase and Run Phase of the CCU.

**1. Build Phase – Collaborative Development & System Design**

	<ul style="list-style-type: none"> <li>• FBR will appoint a dedicated liaison team to work closely with the vendor during system design and development.</li> <li>• Requirement validation personnel will work with the vendor to define system requirements, review enforcement functionalities, and formally sign off on all feature specifications before development begins</li> <li>• This team will provide enforcement insights, validate compliance workflows, and ensure the system is aligned with tax monitoring requirements.</li> <li>• Regular joint reviews and testing will be conducted to refine system functionalities before full deployment.</li> <li>• The vendor shall be responsible for building and operationalizing the system end-to-end, with FBR providing oversight and validation throughout the development lifecycle</li> </ul> <p><b>2. Run Phase – Operational Oversight &amp; Enforcement Integration</b></p> <ul style="list-style-type: none"> <li>• As the system transitions to full operationalization, FBR will embed enforcement officers and technical specialists to shadow vendor operations.</li> <li>• These FBR-appointed officials will have decision-making authority over flagged compliance cases, enforcement actions, and system-based alerts.</li> <li>• Knowledge transfer &amp; system handover will be structured to enable FBR’s team to gradually take ownership of enforcement workflows while ensuring vendor support for ongoing maintenance.</li> <li>• Vendor shall continue to operate and maintain the system, ensuring ongoing performance, support, and updates under FBR’s strategic and enforcement oversight</li> </ul>
06.	<p><b>Service Specifications</b></p> <p><b>1. Training &amp; Support</b></p> <ul style="list-style-type: none"> <li>• <b>User Training:</b> The vendor shall provide structured training sessions, including user manuals and system walkthroughs, ensuring FBR personnel can effectively operate the CCU.</li> <li>• <b>Technical Training:</b> Training for IT and enforcement teams on system maintenance, troubleshooting, and software updates.</li> <li>• <b>Management Training:</b> Overview of reporting, analytics, and compliance monitoring tools.</li> </ul> <p><b>2. Technical Support &amp; Maintenance</b></p> <ul style="list-style-type: none"> <li>• <b>Warranty Support:</b> Minimum 1-year coverage, including on-site/off-site issue resolution and system updates.</li> <li>• <b>User Helpdesk:</b> 24/7 support via phone and email for troubleshooting and operational queries.</li> <li>• <b>Technical Assistance:</b> Vendor must ensure the availability of qualified personnel for maintenance and urgent technical resolutions.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Post-Warranty Maintenance:</b> Support services for three years, including software updates, security patches, and system optimizations.</li> </ul> <p><b>3. Data Conversion &amp; Migration</b></p> <ul style="list-style-type: none"> <li>• Vendors must ensure structured data migration, preserving data integrity during transition.</li> <li>• Data validation and quality assurance must be performed before full deployment.</li> <li>• Support for existing data structures and formats to ensure seamless historical data access.</li> </ul>
07.	<p><b>Documentation Requirements</b></p> <p><b>1. End user documents:</b></p> <p>i. <b>Types of End-User Documents:</b></p> <ul style="list-style-type: none"> <li>• User Manuals</li> <li>• Quick Start Guides</li> <li>• FAQs and Troubleshooting Guides</li> <li>• Training Materials (e.g., slides, videos, interactive tutorials)</li> </ul> <p>ii. <b>Language:</b></p> <ul style="list-style-type: none"> <li>• English</li> </ul> <p>iii. <b>Content:</b></p> <ul style="list-style-type: none"> <li>• Detailed instructions on system usage, including login procedures, dashboard navigation, and report generation</li> <li>• Step-by-step guides for common tasks and troubleshooting</li> <li>• Visual aids such as screenshots, diagrams, and flowcharts</li> <li>• Glossary of terms and definitions</li> </ul> <p>iv. <b>Formats:</b></p> <ul style="list-style-type: none"> <li>• PDF documents for downloadable manuals and guides</li> <li>• HTML for online help and knowledge base articles</li> <li>• Video formats (MP4) for training tutorials</li> </ul> <p>v. <b>Quality Control and Revision Management:</b></p> <ul style="list-style-type: none"> <li>• Regular reviews and updates to ensure accuracy and relevance</li> <li>• Version control to track document revisions</li> <li>• User feedback mechanisms to identify areas for improvement</li> </ul> <p>vi. <b>Medium:</b></p> <ul style="list-style-type: none"> <li>• Digital formats available on the company’s intranet</li> <li>• Printed copies upon request</li> </ul> <p>vii. <b>Reproduction and Distribution Methods:</b></p>

	<ul style="list-style-type: none"> <li>• Digital distribution via email, intranet, and company website</li> <li>• Printed copies distributed through internal mail or upon request</li> </ul> <p><b>2. Technical documents:</b></p> <p><b>i. Types of Technical Documents:</b></p> <ul style="list-style-type: none"> <li>• System Architecture Diagrams</li> <li>• API Documentation</li> <li>• Installation and Configuration Guides</li> <li>• Maintenance and Troubleshooting Manuals</li> <li>• Technical Specifications and Data Sheets</li> <li>• Security and Compliance Documentation</li> </ul> <p><b>ii. Language:</b></p> <ul style="list-style-type: none"> <li>• English</li> </ul> <p><b>iii. Content:</b></p> <ul style="list-style-type: none"> <li>• Detailed descriptions of system architecture and components</li> <li>• API endpoints, request/response formats, and usage examples</li> <li>• Step-by-step installation and configuration procedures</li> <li>• Maintenance schedules, diagnostic procedures, and troubleshooting steps</li> <li>• Technical specifications including hardware and software requirements</li> <li>• Security protocols, data encryption methods, and compliance measures</li> </ul> <p><b>iv. Formats:</b></p> <ul style="list-style-type: none"> <li>• PDF documents for comprehensive guides and manuals</li> <li>• HTML for online API documentation</li> <li>• Diagrams in vector formats (e.g., SVG) and image formats (e.g., PNG)</li> <li>• Spreadsheets (e.g., Excel) for technical specifications and data sheets</li> </ul> <p><b>v. Quality Control and Revision Management:</b></p> <ul style="list-style-type: none"> <li>• Peer reviews and technical validation to ensure accuracy and completeness</li> <li>• Version control to manage document updates and revisions</li> <li>• Adherence to technical writing standards</li> <li>• Regular updates to reflect system changes and enhancements</li> </ul> <p><b>vi. Medium:</b></p> <ul style="list-style-type: none"> <li>• Digital formats available on the company’s intranet and developer portal</li> <li>• Printed copies for critical documents (e.g., installation guides) upon request</li> </ul> <p><b>vii. Reproduction and Distribution Methods:</b></p> <ul style="list-style-type: none"> <li>• Digital distribution via email, intranet, and developer portal</li> <li>• Printed copies distributed through internal mail or upon request</li> </ul>
08.	<b>Consumables and Other Recurrent Cost Items</b>

	<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>
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***Testing and Quality Assurance Requirements***

01.	<p><b>Inspections</b></p> <ol 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 manufacturing unit prior to license award.</li> <li>ii. The vendor shall be responsible for the safe and sound delivery of all hardware and software 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> </ol>
02.	<p><b>Pre-commissioning Tests</b></p> <p>Before proceeding to full system acceptance, the vendor shall conduct <b>Pre-Commissioning Tests</b> to validate the <b>basic functionality, connectivity, and data transmission integrity</b> of the CCU. These tests must be completed and certified by FBR before moving to the UAT phase.</p> <p><b>Scope of Pre-Commissioning Tests:</b></p>

	<ol style="list-style-type: none"> <li>1. System Installation &amp; Configuration Verification <ul style="list-style-type: none"> <li>○ Ensure all hardware and software components are installed as per the agreed specifications.</li> <li>○ Validate that data received from local servers at taxpayer locations (where digital interventions are deployed) is structured, complete, and compatible with CCU system requirements for ingestion and monitoring.</li> </ul> </li> <li>2. Connectivity &amp; Data Flow Validation <ul style="list-style-type: none"> <li>○ Confirm end-to-end connectivity between plant local servers and CCU.</li> <li>○ Validate data pipeline from deployed intervention location to database.</li> <li>○ Ensure real-time and batch data transmission are functioning correctly.</li> </ul> </li> <li>3. Initial Dashboard &amp; API Functionality Check <ul style="list-style-type: none"> <li>○ Verify that dashboards display expected production and compliance data.</li> <li>○ Ensure API calls for data retrieval and enforcement alerts work correctly.</li> </ul> </li> <li>4. Security &amp; Access Control Testing <ul style="list-style-type: none"> <li>○ Validate that role-based access controls (RBAC) are enforced.</li> <li>○ Ensure secure login mechanisms and encryption protocols are in place.</li> </ul> </li> </ol> <p><b>Criteria for Completion:</b> Certification of successful connectivity, data transmission integrity, and functional dashboard setup by FBR.</p>
03.	<p><b>Operational Acceptance Tests</b></p> <p>After successful completion of Pre-Commissioning Tests, the system shall undergo User Acceptance Testing (UAT), where senior FBR officers, analysts, and relevant stakeholders will validate the system’s performance in real-world operational conditions.</p> <p><b>Scope of UAT:</b></p> <ol style="list-style-type: none"> <li>1. Functional Testing of Key Features <ul style="list-style-type: none"> <li>○ Verify real-time production monitoring across integrated industries</li> <li>○ Confirm that anomaly detection alerts are correctly triggered based on defined thresholds.</li> <li>○ Test compliance scoring and enforcement dashboards.</li> </ul> </li> <li>2. Performance &amp; Load Testing <ul style="list-style-type: none"> <li>○ Validate system performance under normal and peak data loads.</li> <li>○ Ensure the backend and frontend can handle simultaneous user access.</li> </ul> </li> <li>3. Compliance &amp; Enforcement Mechanism Testing <ul style="list-style-type: none"> <li>○ Test reporting of flagged factories for non-compliance.</li> <li>○ Verify real-time alerts and historical audit logs for inspection teams.</li> </ul> </li> <li>4. End-User Feedback &amp; Issue Resolution <ul style="list-style-type: none"> <li>○ Conduct training sessions for FBR teams to interact with the system.</li> <li>○ Identify and resolve user-reported issues before final acceptance.</li> </ul> </li> <li>5. Penetration and vulnerability testing of the system</li> </ol>

	<ul style="list-style-type: none"> <li>○ Ensure data is encrypted during transmission and protected against tempering and manipulation</li> </ul> <p><b>Criteria for Completion:</b> FBR approval after all tests are successfully passed, ensuring full operational readiness.</p>
04.	<p><b>Technical Evaluation Criteria (Full details in Section V below)</b></p> <p>The evaluation process will follow the Single Stage – Two Envelope Procedure via a Least Cost Based Selection (LCBS) methodology, in accordance with Rule 3(b) of the Public Procurement Rules 2004.</p> <p>Only bids that meet the eligibility, qualification, and responsiveness criteria—and fully comply with all mandatory technical requirements—shall be considered for financial evaluation. Among these, the bid with the lowest evaluated cost shall be selected as the Most Advantageous Bid (MAB).</p> <p>To be eligible for financial evaluation, bidders must meet all mandatory pre-qualification criteria outlined in Section V. Each criterion will be assessed on a Yes/No basis. Bidders who fail to meet any of the required technical specifications, integration capabilities, security provisions, disaster recovery planning, dashboard readiness, or team qualifications will be disqualified from the process.</p>
05.	<p><b>Project Plan</b></p> <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 Cost</b> <ul style="list-style-type: none"> <li>● Provide detailed specifications, quantities, and brands of all equipment being used to deploy the CCU system (including hardware and software).</li> <li>● Include a breakdown of hardware costs, software licensing fees, and any other associated expenses.</li> <li>● Outline potential cost-saving measures or alternatives.</li> </ul> </li> <li><b>2. Project Organization and Management Plan</b> <ul style="list-style-type: none"> <li>● Define roles, responsibilities, and the governance structure for effective project execution.</li> <li>● Include escalation pathways and points of contact for smooth communication and issue resolution.</li> <li>● Establish a project management office (PMO) to oversee project execution.</li> <li>● Detail the project management methodologies and tools to be used.</li> </ul> </li> <li><b>3. Delivery and Installation Plan</b> <ul style="list-style-type: none"> <li>● Provide detailed timelines and logistics for delivering and installing all components of the CCU system.</li> </ul> </li> </ol>

- Specify dependencies such as on-site readiness, power, and connectivity requirements.
- Include a risk management plan to address potential delays or issues during installation.
- Outline the installation team structure and responsibilities.

#### **4. Training Plan**

- Provide comprehensive training modules for FBR's staff covering system operation, data analysis, and troubleshooting.
- Include follow-up refresher sessions, if applicable.
- Offer hands-on training sessions and user manuals.
- Develop a feedback mechanism to continuously improve training content.

#### **5. Pre-Qualification and Operational Acceptance Testing Plan**

- Provide testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning.
- Include criteria for Operational Acceptance.
- Establish a testing schedule and resource allocation.
- Document test results and corrective actions taken.

#### **6. Disaster Recovery Plan**

- Define roles and responsibilities of the Disaster Recovery Team (i.e., Primary contact, Response team, Post-mortem analysis, Operations restoration).
- Provide disaster recovery procedures (i.e., Disaster Recovery calling tree, Activation criteria for activating the plan).
- Provide step-by-step procedures for restoring operations.
- Detail regular backups verification and steps for restoring data from backup.
- Include a business continuity plan to ensure minimal disruption.

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

- Provide details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules.
- Ensure alignment with the warranty requirements
- Include provisions for software updates and patches.
- Outline customer support channels and escalation procedures.

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

- Provide a Gantt chart or similar representation of key tasks, milestones, and associated timelines.
- Provide resource allocation details (e.g., personnel, equipment).
- Identify critical path activities and potential bottlenecks.
- Include contingency plans for resource reallocation.

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

- Outline post-warranty service provisions, including options for extending support agreements.
- Provide details on service-level agreements (SLAs) and support tiers.
- Offer maintenance contracts and regular health checks.
- Include options for system upgrades and enhancements.

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

- Provide details of 24/7 support infrastructure, escalation matrix, and service-level agreements (SLAs).
- Ensure availability of spare parts and maintenance procedures.
- Develop a knowledge base and self-service portal for common issues.
- Include remote support capabilities and on-site visit schedules.

#### **11. CCU System Development**

- Provide a detailed customization plan for the CCU system to meet the specific needs of FBR.
- Include integration with existing systems, data security protocols, and scalability provisions.
- Outline the development process, including requirements gathering, design, implementation, and testing phases.

#### **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.
- Conduct regular audits and compliance checks.
- Include a plan for ongoing compliance monitoring and reporting.

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

- Provide a mechanism for regular progress updates to FBR.
- Include provisions for dashboards or analytics reports to monitor system performance.
- Establish key performance indicators (KPIs) and metrics for success.
- Develop a reporting schedule and stakeholder communication plan.

#### **14. Risk Management Plan**

- Identify potential risks and mitigation strategies.
- Develop a risk register to monitor and manage risks.
- Assign risk ownership and establish a risk review process.
- Include contingency plans for high-impact risks.

#### **15. Change Management Plan**

- Outline the process for managing changes to the project scope, schedule, and resources.
- Develop a change request and approval procedure.

	<ul style="list-style-type: none"> <li>• Communicate changes to all stakeholders and update project documentation.</li> <li>• Include training and support for users to adapt to changes.</li> </ul> <p><b>16. Quality Assurance Plan</b></p> <ul style="list-style-type: none"> <li>• Define quality standards and acceptance criteria for project deliverables.</li> <li>• Implement regular quality checks and audits.</li> <li>• Develop a process for continuous improvement and feedback.</li> <li>• Document quality assurance activities and results.</li> </ul>
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## **BOQs guideline for vendors**

The vendor shall submit a detailed Bill of Quantities (BOQ) outlining the costed elements required for the successful setup and operation of the Central Control Unit (CCU), to be established at FBR Headquarters, Islamabad. **(Suggested Table in Annexure – B)**

- The BOQ must clearly separate one-time setup costs and recurring costs and be submitted in the structured format provided in the RFP annex.
- All unit prices must be quoted inclusive of delivery, installation, and commissioning at FBR HQ.
- Vendors must justify any bundled items or package pricing in a short technical note or appendix.

Vendors must provide unit-wise and cost-wise breakdowns for at least the following (non-exhaustive) categories:

1. Hardware and Software Components
  - Display screens (wall-mounted)
  - Operator workstations (PCs, dual-screen setups)
  - Networking gear (switches, routers, cabling)
  - Backup power solutions (UPS)
  - Other misc. items
2. Human Resources
  - Monthly staffing cost (system admin, analysts, managers, support etc.)
3. Services / Support
  - Annual maintenance charges (AMC)
  - SLA-based technical support cost (yearly)
  - Custom configuration or dashboard tuning (initial setup and maintenance)

## Evaluation Criteria

**The evaluation process will follow the Single Stage – Two Envelope bidding methodology using the Least Cost Based Selection (LCBS) approach.**

All bids will undergo a technical evaluation based on the criteria and scoring methodology outlined in Section V. Each criterion is mandatory and will be assessed and scored individually. Only those bidders who secure at least 70% of the total technical score will be eligible for financial evaluation.

For the financial evaluation, only technically qualified bids will be opened. The bidder offering the lowest evaluated financial bid shall be selected for award and considered the Most Advantageous Bid (MAB), in accordance with Rule 36(b) of the Public Procurement Rules, 2004. Partial compliance or failure to meet the minimum technical threshold will result in disqualification from further evaluation.

### **1. Technical evaluation (Total: 175 Marks – 70% required to pass for financial evaluation)**

<b>A. Technical solution (70 marks)</b>			
<b>Criteria</b>	<b>Description</b>	<b>Marking criteria</b>	<b>Documentation required</b>
System Architecture, Modularity & Robustness	Vendor must submit a comprehensive architecture diagram demonstrating the overall system design. This must include: <ul style="list-style-type: none"> <li>• Modularity to allow future expansion (e.g., new interventions, dashboards)</li> <li>• Core components such as servers, switches, processing layers</li> <li>• Data flow from sites to the CCU</li> <li>• Design robustness including high availability, failover, and fault tolerance</li> </ul>	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• Completeness of architecture diagram</li> <li>• Clarity of end-to-end data flow</li> <li>• Modularity for future scalability</li> <li>• Robustness (failover, redundancy, fault isolation)</li> <li>• Separation of concerns</li> </ul>	Architecture description highlighting modularity and mechanism, for adaptability for future expansion.
Integration with Digital Intervention Systems	System must clearly explain/illustrate how data from multiple enforcement solutions (e.g., cameras, counters, meters) will be connected and processed by CCU.	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• Clarity of integration logic</li> <li>• Examples of past integrations</li> <li>• Technical explanation of</li> </ul>	Description of data integration steps, supported formats, and examples of successful integration with other systems.

		APIs/protocols used	
Robust System Architecture	Vendor must submit a complete architecture diagram that clearly shows core components (e.g., servers, switches, processing layers), data flow from sites to CCU, and design choices that ensure robustness (e.g., failover, redundancy, separation of concerns).	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• Completeness of architecture diagram</li> <li>• Coverage of end-to-end data flow</li> <li>• Design robustness (e.g., high availability, failover, redundancy)</li> <li>• Separation of components for fault tolerance</li> </ul>	Annotated architecture diagram showing components, end-to-end data flow, and notes on how the design ensures robustness (e.g., high availability, failover, modularity).
Cybersecurity and data privacy measures	Vendor must clearly describe how data is secured during storage and transmission, including encryption methods and access controls (e.g., RBAC, MFA), in line with global best practices (e.g., ISO 27001, NIST).	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• Security protocols (RBAC, MFA, encryption)</li> <li>• Alignment with standards (ISO 27001, NIST)</li> <li>• On-prem vs. cloud risk mitigation</li> </ul>	Cybersecurity note referencing encryption protocols, access control setup, and alignment with standards like ISO 27001 or NIST etc.
Backup & Disaster Recovery	CCU-specific disaster recovery plan outlining server-level backup strategy, replication protocols, fallback triggers, and RTOs.	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• RTO/RPO detail</li> <li>• Use of replication protocols</li> <li>• Physical/Cloud fallback design</li> </ul>	Detailed CCU DR plan including diagrams or documentation of backup flows, replication paths, failover triggers, and RTO timelines.
Dashboard Prototypes	At least 5 well-designed, user-friendly dashboard prototypes (wireframes) with clear layouts, readable charts, and logical navigation. Should reflect views such as Executive Overview, Sector-	<b>0–10 marks based on:</b> <ul style="list-style-type: none"> <li>• Wireframes and user interface clarity</li> <li>• Coverage of required views</li> </ul>	Visual mockups or screenshots of proposed dashboards with core metrics, filters, and user interface views. Must be clear, intuitive, and

	Wise Compliance, and Enforcement Monitoring.	(Executive, Enforcement, Sectoral) • Analytics features (e.g., alerts, anomaly detection)	professionally presented.
Team structure	Proposed operating team includes personnel with demonstrated certified expertise in domains such as system administration, database management, API integration, and network operations as well as IT infrastructure, data analytics, real-time monitoring, enforcement operations, and managerial oversight (preferably 3-5 years of hands-on experience in their respective fields)	<b>0–10 marks based on:</b> • Mapping of roles to CCU needs (infra, analytics, ops) • Qualifications of team members • Experience in similar projects	Summary of qualifications and CVs of key team members, with role mapping to IT, analytics, and management responsibilities.

**B. Historical experience (75 marks)**

Criteria	Description	Marking criteria	Max marks	Documentation required
Experience in Deploying Similar Solutions	Demonstrated experience in delivering technical solutions for data monitoring, compliance tracking, or enforcement systems OR setting up any central control rooms over the past 5 years. Each referenced project must have been live for at least six months.	5 marks per project (maximum 25 marks)	25	Valid contract or agreement, project completion certificate, or implementation report clearly referencing scope of real-time monitoring and system deployment.
Experience in Integration of Digital Systems	Demonstrated experience in integrating with diverse field systems (e.g., IP cameras, sensors, etc.) and standardizing data from multiple sources into centralized databases.	5 marks per project (max 25)	25	System architecture diagrams, API integration documentation, project reports showing end-to-

	Each referenced project must have been live for at least six months.			end data flow, or client attestations.
Experience with setup of Centralized Dashboards & Alert Engines	Prior deployments where centralized dashboards were used to visualize data and trigger alerts for anomalies. Each referenced project must have been live for at least six months.	5 marks per project (maximum 25 marks)	25	Network diagrams, BoQ documents, deployment photos, integration documentation, or field reports.
<b>C. Company profile (30 marks)</b>				
Adequate and relevant local presence	The bidder must demonstrate availability of on-ground offices and staff presence across key functions including infrastructure, software development, analytics, and operations in Pakistan to support implementation and ongoing operations.	Evaluation based on adequacy and relevance of local presence for project delivery (maximum 10 marks)	15	HR certificate or affidavit from authorized company representative confirming current technical employees strength, including department-wise strength HR certificate or affidavit from authorized company representative confirming current technical employees strength, including department-wise strength  Lease agreement, utility bills, or incorporation certificate with operating history in Pakistan.

Annual Financial Turnover	Average annual turnover over the last five years (in PKR).	5 marks for turnover $\geq$ 50M PKR, 10 marks for $\geq$ 100M PKR, 15 marks for $\geq$ 150M PKR	15	Audited financial statements (Profit and Loss, Balance Sheet, Statement of Cashflows etc.) for last three fiscal years, certified by a chartered accountant.

**Financial evaluation**

- The lowest financial bid (out of those that passed the technical evaluation criteria) will be deemed the Most Advantageous Bid

The Most Advantageous Bid shall be determined through a two-step process: first, by shortlisting all bidders who meet or exceed the minimum technical qualification threshold; and second, by selecting, from among these technically qualified bidders, the one with the lowest evaluated financial bid for contract award.

***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: The Federal Board of Revenue**

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

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

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the FBR based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the 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 [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];*

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

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

- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 17.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the 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 the 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

**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 the Procuring Agency.

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

Other party(ies)	Cause of dispute	Details of 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.

**Average Annual Turnover (Annual Sales Value)**

*[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

<b>Annual turnover data</b>			
<b>Year</b>	<b>Currency</b>	<b>Exchange rate</b>	<b>PKR equivalent</b>
<i>[indicate calendar year]</i>	<i>[indicate currency]</i>		
		Average Annual Turnover *	

\* Total PKR equivalent for all years divided by the total number of years.

## 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. The Procuring Agency will correct any arithmetic error.
7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in the two-stage SBD), no more than 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.

				Unit Prices / Rates			Total Prices		
				Supplied Locally	Supplied from Abroad		Supplied Locally	Supplied from Abroad	
Component No.	Component Description	Country of Origin Code	Quantity	[ 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.*

		Maximum all-inclusive costs (for costs in <i>[insert: currency]</i> )						
Component No.	Component	Y1	Y2	Y3	Y4	...	Yn	Sub-total for <i>[insert: currency]</i>
	Annual Subtotals:							--
Cumulative Subtotal (to <i>[insert: currency]</i> entry for <i>[insert: 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: <b>Local Currency</b> ]</i> Price	<i>[ insert: <b>Foreign Currency</b> ]</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 Procuring Agency	
3.	Procuring Agency address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency                                  Currency                                  Currency	
7.	Equivalent amount PKR Total contract: ____;                  Subcontract: ____;                  Partner share: ____;	
8.	Date of award/completion	
9.	Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed PKR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and the nature of such Information System.	

## Form of Bid Security

*[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 security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

---

*[Signature(s)]*

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

**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: The Federal Board of Revenue

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 the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or 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 the 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/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

***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>“Procuring Agency”</b> means the person named as Procuring Agency 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 effect delivery as specified in the SCC.
		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 SCC.
		q)	<b>“Project Name”</b> means the name of the project stated in SCC.
		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 SCC.
		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.
<b>2.</b>	<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 Security (or guarantee) in the form specified in the SCC;</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 as all correspondence and documents relating to the contract exchanged by the Supplier and the FBR shall be written in the language specified in SCC. 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 SCC.
		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 Procuring agency and that are necessary for the performance of the Contract.
		8.5	The Supplier shall comply with all laws in force in the 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 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The 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. Prices</b>		10.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		10.2	Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the FBR's request for Bid Validity extension, as the case may be.
<b>11. Payment</b>		11.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		11.2	The Supplier's request(s) for payment shall be made to the FBR in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		11.3	Payments shall be made promptly by the FBR, within sixty (60) days after submission of an invoice or claim by the Supplier. If the FBR makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.

		11.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		11.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to <b>GCC Clause 11.4</b>
<b>12.</b>	<b>Performance Guarantee</b>	12.1	The proceeds of the Performance Security (or 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.
		12.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the FBR; or
		b)	A cashier's or certified check.
		12.3	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>13.</b>	<b>Taxes and Duties</b>	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the FBR shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the FBR.
<b>14.</b>	<b>Copy Rights</b>	14.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		14.2	The 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

		14.3	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.
		14.5	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.
		14.6	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are <b>specified in the SCC and in accordance with the SCC</b>
15.	<b>Software License Agreements</b>	15.1	Except to the extent that the Intellectual Property Rights in the Software vest in the FBR, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software. Such license to access and use the Software shall: <ul style="list-style-type: none"> <li>(a) be: <ul style="list-style-type: none"> <li>(i) nonexclusive;</li> </ul> </li> </ul>

			<ul style="list-style-type: none"> <li>(ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41;</li> <li>(iii) valid throughout the territory of the Procuring agency'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>
			<ul style="list-style-type: none"> <li>b) permit the Software to be: <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 use on those other computers to the extent necessary to that access;</li> </ul> </li> </ul>

			<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>
		15.2	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>16.</b>	<b>Confidential Information</b>	16.1	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.
		16.2	For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the FBR or the FBR's use of the System.

	16.3	<p>Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> <li>(a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and</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 16 as if that person were party to the Contract in place of the Receiving Party.</p>
	16.4	<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>
	16.5	<p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> <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>
	16.6	<p>The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.</p>

		16.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
<b>17.</b>	<b>Project Plan</b>	17.1	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.
		17.2	The Supplier shall formally present to the FBR the Project Plan in accordance with the procedure specified in the SCC
		17.3	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 35.
		17.4	The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract.
		17.5	The Progress and other reports <b>specified in the SCC</b> shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements.
<b>18.</b>	<b>Sub-contracting</b>	18.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the 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.
		18.2	The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the FBR's prior approval under GCC Clause 18.3.

		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the 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 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement.
<b>19.</b>	<b>Procurement and Delivery</b>	19.1	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
		19.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements
		19.3	Early or partial deliveries require the explicit written consent of the FBR, which consent shall not be unreasonably withheld.
<b>20.</b>	<b>Transportation</b>	20.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the FBR's instructions to the Supplier.
		20.2	The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
		20.3	Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

21.	<b>Documents</b>	21.1	<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 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p>
22.	<b>Product Upgrades</b>	22.1	At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the FBR the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
		22.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the 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.
			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.

23.	<b>Inspections and Test</b>	23.1	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.
		23.2	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.
		23.3	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.
		23.4	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.
		23.5	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
		23.6	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

24.	<b>Installation of the System</b>	24.1	As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the FBR in writing
		24.2	The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the FBR in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		24.3	If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the 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.

25.	<b>Commissioning</b>	25.1	<p>Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; 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 24.3.</li> </ul>
		25.2	<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>
26.	<b>Operational Acceptance Tests</b>	26.1	<p>The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p>

		26.2	If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the 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.
27.	<b>Operational Acceptance</b>	27.1	<p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when</p> <ul style="list-style-type: none"> <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 27.2.2 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>
		27.2	At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
		27.3	<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 27.1 (b) arises.</li> </ul>

		<p>27.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the 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 27.3. The FBR shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p>
		<p>27.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p style="padding-left: 40px;">(a) the FBR may consider terminating the Contract, pursuant to GCC Clause 41;</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>27.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p>

28.	<b>Partial Acceptance</b>	28.1	If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		28.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the FBR or Supplier.
29.	<b>Warranty/ Defect Liability Period</b>	29.1	The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the 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.

		29.2	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the SCC.
		29.3	The 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.
		29.4	Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the 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
		29.5	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.
<b>30.</b>	<b>Intellectual Property Rights Indemnity</b>	30.1	<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 30.2.</li> </ul>

		30.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
		30.3	Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> <li>(a) is asserted by a parent, subsidiary, or affiliate of the FBR's;</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>31. Insurance</b>		31.1	The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
<b>32. Limitation of Liability</b>		32.1	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>
<b>33. Related Services</b>		33.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	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.
		33.2	Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
<b>34. Change Orders</b>		34.1	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:
		a)	Drawings, designs, or specifications;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		34.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the FBR change order.
		34.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

35.	<b>Contract Amendments</b>	35.1	Subject to <b>GCC Clause 34</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
36.	<b>Assignment</b>	36.1	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.
37.	<b>Sub-contracts</b>	37.1	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.
38.	<b>Delays in the Supplier's Performance</b>	38.1	Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the FBR in the Schedule of Requirements.
		38.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the 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.
		38.3	Except as provided under <b>GCC Clause 41</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 39</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 38.2</b> without the application of liquidated damages.

39.	<b>Liquidated Damages</b>	39.1	Subject to <b>GCC Clause 41</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 security (or 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 40</b> .
40.	<b>Termination for Default</b>	40.1	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.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
			a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the FBR or
			b) the Supplier fails to perform any other obligation(s) under the Contract;
			c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the <b>SCC</b> ;
			d) the supplier has abandoned or repudiated the contract.
			e) the FBR or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f) a payment is not paid by the FBR to the Supplier after 84 days from the due date for payment;
			g) 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
			h) 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.

		40.3	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.
		40.4	In the event the FBR terminates the Contract in whole or in part, pursuant to <b>GCC Clause 26.1</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.
<b>41. Termination for Force Majeure</b>		41.1	Notwithstanding the provisions of <b>GCC Clauses 38, 39, and 40</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.  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

		41.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the 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.
<b>42. Termination for Insolvency</b>		42.1	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.
<b>43. Termination for Convenience</b>		43.1	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.
		43.2	The Systems that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the FBR at the Contract terms and price. For the remaining system, the FBR may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<b>44. Transfer of Ownership</b>		44.1	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.
		44.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements

		44.3	Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
<b>45. Disputes Resolution</b>		45.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		45.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
<b>46. Procedure for Disputes Resolution</b>		46.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		46.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.
<b>47. Replacement of Arbitrator</b>		47.1	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.
<b>48. Notices</b>		48.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		48.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

## Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<p><b>Definitions (GCC 1)</b></p> <p>1. In this RFP, unless the context otherwise requires:</p> <ul style="list-style-type: none"> <li>a. “FBR” or “Board” refers to the Federal Board of Revenue (FBR), the procuring agency responsible for the procurement, implementation, and operational oversight of the Central Control Unit (CCU) under this RFP.</li> <li>b. “Vendor” refers to any legally registered entity that submits a proposal in response to this RFP and, if selected, shall be responsible for delivering the required goods, services, and solutions related to the CCU.</li> <li>c. “Central Control Unit (CCU)” refers to the centralized digital platform responsible for monitoring, tracking, compliance, and enforcement across all digital interventions. The CCU shall integrate hardware and software components to enable centralized oversight, alerting, and support for field-level enforcement actions.</li> <li>d. “Build and Operate” refers to the end-to-end responsibility of the vendor to: <ul style="list-style-type: none"> <li>i. Procuring, installing, and configuring the required hardware and software components at the FBR designated location / room</li> <li>ii. Setting up and operationalizing the CCU as per FBR’s specifications, including alert mechanisms, dashboards, integrations, and user interfaces.</li> <li>iii. Operating the CCU under FBR oversight, including its ongoing maintenance, monitoring, and support.</li> <li>iv. Coordinating with FBR teams to ensure timely response to alerts and resolution of technical or operational issues.</li> <li>v. Providing necessary training and capacity-building for FBR personnel to ensure smooth handover and local ownership.</li> </ul> </li> <li>e. “Digital Interventions” refers to technology-enabled monitoring solutions deployed or may be deployed by the Federal Board of Revenue (FBR) to allow for reporting, production monitoring, tax compliance and enforcement.</li> </ul>		
1.	1.1	The FBR is: Federal Board of Revenue
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>

3.	1.1(q)	The title of the subject procurement or The Project is: <b><i>HIRING OF FIRM TO BUILD AND OPERATE A CENTRAL CONTROL UNIT (CCU) FOR DIGITAL INTERVENTIONS</i></b>
<b>Governing Language (GCC 4)</b>		
4.	4.1	The Governing Language shall be: English
<b>Applicable Law (GCC 5)</b>		
5.	5.1	The Applicable Law shall be: Laws of the <b><i>Land</i></b>
	5.2	The Contract shall be effective from the date <b><i>of Acceptance</i></b>
<b>Country of Origin (GCC 6)</b>		
6.	6.1	Country of Origin is Pakistan
<b>Scope of the System (GCC 7)</b>		
7.	7.1	<b>The Scope of the System is TO BUILD AND OPERATE A CENTRAL CONTROL UNIT (CCU) FOR DIGITAL INTERVENTIONS</b>
<b>Supplier S (GCC 8)</b>		
8.	8.1	<p><b>The Supplier shall have the following additional responsibilities:</b></p> <p><b>1. Pre-commissioning Tests</b></p> <p>Before proceeding to full system acceptance, the vendor shall conduct <b>Pre-Commissioning Tests</b> to validate the <b>basic functionality, connectivity, and data transmission integrity</b> of the CCU. These tests must be completed and certified by FBR before moving to the UAT phase.</p> <p><b>Scope of Pre-Commissioning Tests:</b></p> <p>1. System Installation &amp; Configuration Verification</p> <ul style="list-style-type: none"> <li>○ Ensure all hardware and software components are installed as per the agreed specifications.</li> </ul>

		<ul style="list-style-type: none"> <li>○ Verify that local servers at manufacturing plants are correctly set up and can transmit data.</li> </ul> <ol style="list-style-type: none"> <li>2. Connectivity &amp; Data Flow Validation <ul style="list-style-type: none"> <li>○ Confirm end-to-end connectivity between plant local servers and CCU.</li> <li>○ Validate data pipeline from the CCU database.</li> <li>○ Ensure real-time and batch data transmission are functioning correctly.</li> </ul> </li> <li>3. Initial Dashboard &amp; API Functionality Check <ul style="list-style-type: none"> <li>○ Verify that dashboards display expected production and compliance data.</li> <li>○ Ensure API calls for data retrieval and enforcement alerts work correctly.</li> </ul> </li> <li>4. Security &amp; Access Control Testing <ul style="list-style-type: none"> <li>○ Validate that role-based access controls (RBAC) are enforced.</li> <li>○ Ensure secure login mechanisms and encryption protocols are in place.</li> </ul> </li> </ol> <p><b>Criteria for Completion:</b> Certification of successful connectivity, data transmission integrity, and functional dashboard setup by FBR.</p> <p><b>2. Operational Acceptance Tests</b></p> <p>After successful completion of Pre-Commissioning Tests, the system shall undergo User Acceptance Testing (UAT), where senior FBR officers, analysts, and relevant stakeholders will validate the system’s performance in real-world operational conditions.</p> <p><b>Scope of UAT:</b></p> <ol style="list-style-type: none"> <li>6. Functional Testing of Key Features <ul style="list-style-type: none"> <li>○ Verify real-time production monitoring across integrated industries</li> <li>○ Confirm that anomaly detection alerts are correctly triggered based on defined thresholds.</li> <li>○ Test compliance scoring and enforcement dashboards.</li> </ul> </li> <li>7. Performance &amp; Load Testing <ul style="list-style-type: none"> <li>○ Validate system performance under normal and peak data loads.</li> <li>○ Ensure the backend and frontend can handle simultaneous user access.</li> </ul> </li> <li>8. Compliance &amp; Enforcement Mechanism Testing <ul style="list-style-type: none"> <li>○ Test reporting of flagged factories for non-compliance.</li> </ul> </li> </ol>
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		<ul style="list-style-type: none"> <li>○ Verify real-time alerts and historical audit logs for inspection teams.</li> </ul> <p>9. End-User Feedback &amp; Issue Resolution</p> <ul style="list-style-type: none"> <li>○ Conduct training sessions for FBR teams to interact with the system.</li> <li>○ Identify and resolve user-reported issues before final acceptance.</li> </ul> <p><b>Criteria for Completion: FBR approval after all tests are successfully passed, ensuring full operational readiness.</b></p> <p><b>3. Installation &amp; Commissioning</b></p> <ul style="list-style-type: none"> <li>• FBR will designate the site(s) where the CCU system will be installed. The vendor will be responsible for setting up all necessary infrastructure at these designated locations and ensuring compliance with operational requirements.</li> </ul> <p><b>4. 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>5. 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>6. 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:</li> </ul> <p><b>7. PTA-Approved Equipment:</b></p>
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		<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>8. Coordination with Hardware:</p> <ul style="list-style-type: none"> <li>Establish a liaison mechanism with hardware vendors responsible for deployed solutions by FBR.</li> <li><b>Ensure real-time fault tracking</b> and identify whether reported issues stem from CCU software or underlying hardware malfunctions.</li> <li><b>Facilitate issue resolution</b> by engaging with hardware providers, escalating unresolved cases, and maintaining a <b>detailed log of troubleshooting actions</b>.</li> <li><b>Ensure smooth operations</b> by supporting FBR in maintaining uninterrupted monitoring and data collection.</li> </ul>
<b>FBR's Responsibilities (GCC 9)</b>		
9.	9.1	<p><b>The FBR shall have the following additional responsibilities:</b></p> <ol style="list-style-type: none"> <li>Ensure site access for installation and operationalization of CCU system.</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> <li>Provide access to video analytics software for counting of cotton bales.</li> <li>Establish a structured governance mechanism to oversee implementation, resolve operational issues, and ensure agile decision-making in coordination with the vendor – <i>Agile is recommended</i></li> </ol>
<b>Price (GCC 10)</b>		
10.	10.1	<p>The total contract price shall be divided into:</p> <ol style="list-style-type: none"> <li><b>Fixed One-Time Costs:</b> Covering hardware, software, installation, and commissioning (non-exhaustive)</li> </ol>

		<p>2. <b>Recurring Operational Costs:</b> Covering running the CCU system, maintenance, and support over the three-year contract period (non-exhaustive)</p> <p>Prices shall be quoted in <b>Pakistani Rupees (PKR)</b> and must include all applicable taxes, duties, and service charges.</p> <p>Any price adjustments for recurring costs due to inflation, major economic shifts, or operational expansions shall be subject to mutual agreement and FBR approval.</p>
<b>Payment (GCC 11)</b>		
11.	11.1	<p>The method and conditions of payment under this Contract shall be as follows:</p> <p><b>For One-Time Costs (Hardware, Software, Installation, and Commissioning)</b></p> <p>Payment shall be made in <b>Pakistani Rupees (PKR)</b> or as specified in the Bidding Documents, in the following manner:</p> <ol style="list-style-type: none"> <li>1. <b>On Delivery and Installation at FBR premises: 10%</b> of the contract price shall be paid upon successful delivery of all hardware and software to designated site, verified by FBR.</li> <li>2. <b>Pre-Commissioning and User Acceptance Testing: 20%</b> shall be paid after successful system installation and pre-commissioning and user acceptance tests, certified by FBR.</li> <li>3. <b>On Full Operationalization &amp; Acceptance: 70%</b> shall be paid upon completion of all integration, full operational readiness, and final acceptance by FBR.</li> </ol> <p><b>For Recurring Costs (Operational Support, Maintenance, and System Monitoring for 3 Years)</b></p> <ul style="list-style-type: none"> <li>• The Vendor shall provide a <b>yearly cost projection</b> for recurring services for the three-year contract period.</li> <li>• Recurring payments shall be made <b>quarterly for each year (or as agreed between vendor and procuring agency i.e., FBR)</b>, subject to submission of invoices and performance compliance verification.</li> <li>• The <b>annual cost structure</b> may be <b>subject to revision</b> in case of major economic, market, or deployment-related changes, subject to FBR’s approval.</li> </ul>

		<p>All payments shall be made in PKR within <b>sixty (60) days</b> of invoice submission, upon verification by FBR that the required deliverables and services have been provided as per the contract terms.</p> <p><i>The Procuring Agency (FBR) shall retain ownership of all <b>one-time equipment investments</b> required for the implementation of the Central Control Unit (CCU). The Bidder shall submit a <b>detailed breakdown</b> of equipment and integration costs to ensure clear demarcation. The scope of ownership shall include, but is not limited to (finalized during development of contract):</i></p> <ul style="list-style-type: none"> <li>• <b>Core Infrastructure:</b> All servers, storage devices, networking hardware, and any essential backend infrastructure housed at FBR shall remain the property of FBR.</li> <li>• <b>Security &amp; Compliance Assets:</b> All cybersecurity systems, data protection tools, access control mechanisms, and compliance-related hardware/software procured for system deployment shall be transferred to FBR.</li> <li>• <b>Monitoring Equipment:</b> Screens, computing units, and associated hardware procured for monitoring and enforcement shall be owned by FBR to ensure system continuity and future scalability.</li> <li>• <b>Transfer &amp; Documentation:</b> The Bidder shall facilitate the transfer of ownership for all applicable assets to FBR upon installation and commissioning. The Bidder shall also provide complete documentation, warranties, and technical specifications for such assets.</li> </ul>
<b>Performance Guarantee (GCC 12)</b>		
12.	12.1	The amount of performance guarantee, as a percentage of the Contract Price, shall be: <b>5% of the total Contract Price</b>
13.	12.4	After delivery and acceptance of the Information System, <b>75%</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.	13.	The quoted rates shall be inclusive of all applicable taxes will be administered.

<b>Copy Rights (GCC 14)</b>		
15.	14.3	<p>The 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>The FBR will be the sole owner of all the customized software and hardware, 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:</p> <p>Procuring Agency will be the sole Owner for all the customized software or its components and have all the rights on the system.</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 license shall be valid <i>throughout</i> the territory of Pakistan.
19.	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions: <i>none</i>
<b>Confidential Information (GCC 16)</b>		
20.	16.1	<i>Supplier should ensure confidentiality of this contract and shall not disclose any contents specially the technologies and prices to any third party</i>
21.	16.7	<i>The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for “the period specified in the GCC” or 10 years.</i>

## Project Plan (GCC 17)

22.	17.1	<p>Chapters in the Project Plan shall address the following subjects:</p> <ol style="list-style-type: none"><li><b>1. Equipment Cost</b><ul style="list-style-type: none"><li>• Provide detailed specifications, quantities, and brands of all equipment being used to deploy the CCU system (including hardware and software).</li><li>• Include a breakdown of hardware costs, software licensing fees, and any other associated expenses.</li><li>• Outline potential cost-saving measures or alternatives.</li></ul></li><li><b>2. Project Organization and Management Plan</b><ul style="list-style-type: none"><li>• Define roles, responsibilities, and the governance structure for effective project execution.</li><li>• Include escalation pathways and points of contact for smooth communication and issue resolution.</li><li>• Establish a project management office (PMO) to oversee project execution.</li><li>• Detail the project management methodologies and tools to be used.</li></ul></li><li><b>3. Delivery and Installation Plan</b><ul style="list-style-type: none"><li>• Provide detailed timelines and logistics for delivering and installing all components of the CCU system.</li><li>• Specify dependencies such as on-site readiness, power, and connectivity requirements.</li><li>• Include a risk management plan to address potential delays or issues during installation.</li><li>• Outline the installation team structure and responsibilities.</li></ul></li><li><b>4. Training Plan</b><ul style="list-style-type: none"><li>• Provide comprehensive training modules for FBR's staff covering system operation, data analysis, and troubleshooting.</li><li>• Include follow-up refresher sessions, if applicable.</li><li>• Offer hands-on training sessions and user manuals.</li><li>• Develop a feedback mechanism to continuously improve training content.</li></ul></li><li><b>5. Pre-Qualification and Operational Acceptance Testing Plan</b></li></ol>
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		<ul style="list-style-type: none"> <li>• Provide testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning.</li> <li>• Include criteria for Operational Acceptance.</li> <li>• Establish a testing schedule and resource allocation.</li> <li>• Document test results and corrective actions taken.</li> </ul> <p><b>6. Disaster Recovery Plan</b></p> <ul style="list-style-type: none"> <li>• Define roles and responsibilities of the Disaster Recovery Team (i.e., Primary contact, Response team, Post-mortem analysis, Operations restoration).</li> <li>• Provide disaster recovery procedures (i.e., Disaster Recovery calling tree, Activation criteria for activating the plan).</li> <li>• Provide step-by-step procedures for restoring operations.</li> <li>• Detail regular backups verification and steps for restoring data from backup.</li> <li>• Include a business continuity plan to ensure minimal disruption.</li> </ul> <p><b>7. Warranty Service Plan</b></p> <ul style="list-style-type: none"> <li>• Provide details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules.</li> <li>• Ensure alignment with the warranty requirements specified in Section <span style="color: red;">[insert reference]</span>.</li> <li>• Include provisions for software updates and patches.</li> <li>• Outline customer support channels and escalation procedures.</li> </ul> <p><b>8. Task, Time, and Resource Schedules</b></p> <ul style="list-style-type: none"> <li>• Provide a Gantt chart or similar representation of key tasks, milestones, and associated timelines.</li> <li>• Provide resource allocation details (e.g., personnel, equipment).</li> <li>• Identify critical path activities and potential bottlenecks.</li> <li>• Include contingency plans for resource reallocation.</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> <li>• Provide details on service-level agreements (SLAs) and support tiers.</li> <li>• Offer maintenance contracts and regular health checks.</li> </ul>
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		<ul style="list-style-type: none"> <li>• Include options for system upgrades and enhancements.</li> </ul> <p><b>10. Technical Support Plan</b></p> <ul style="list-style-type: none"> <li>• Provide details of 24/7 support infrastructure, escalation matrix, and service-level agreements (SLAs).</li> <li>• Ensure availability of spare parts and maintenance procedures.</li> <li>• Develop a knowledge base and self-service portal for common issues.</li> <li>• Include remote support capabilities and on-site visit schedules.</li> </ul> <p><b>11. CCU System Development</b></p> <ul style="list-style-type: none"> <li>• Provide a detailed customization plan for the CCU system to meet the specific needs of FBR.</li> <li>• Include integration with existing systems, data security protocols, and scalability provisions.</li> <li>• Outline the development process, including requirements gathering, design, implementation, and testing phases.</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> <li>• Conduct regular audits and compliance checks.</li> <li>• Include a plan for ongoing compliance monitoring and reporting.</li> </ul> <p><b>13. Reporting and Monitoring Plan</b></p> <ul style="list-style-type: none"> <li>• Provide a mechanism for regular progress updates to FBR.</li> <li>• Include provisions for dashboards or analytics reports to monitor system performance.</li> <li>• Establish key performance indicators (KPIs) and metrics for success.</li> <li>• Develop a reporting schedule and stakeholder communication plan.</li> </ul> <p><b>14. Risk Management Plan</b></p> <ul style="list-style-type: none"> <li>• Identify potential risks and mitigation strategies.</li> <li>• Develop a risk register to monitor and manage risks.</li> <li>• Assign risk ownership and establish a risk review process.</li> <li>• Include contingency plans for high-impact risks.</li> </ul>
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		<p><b>15. Change Management Plan</b></p> <ul style="list-style-type: none"> <li>• Outline the process for managing changes to the project scope, schedule, and resources.</li> <li>• Develop a change request and approval procedure.</li> <li>• Communicate changes to all stakeholders and update project documentation.</li> <li>• Include training and support for users to adapt to changes.</li> </ul> <p><b>16. Quality Assurance Plan</b></p> <ul style="list-style-type: none"> <li>• Define quality standards and acceptance criteria for project deliverables.</li> <li>• Implement regular quality checks and audits.</li> <li>• Develop a process for continuous improvement and feedback.</li> <li>• Document quality assurance activities and results.</li> </ul>
23.	17.2	<p>Within <b>[30]</b> days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the FBR. The FBR shall, within <b>[14]</b> days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called “non-conformities” below). The Supplier shall, within <b>[5]</b> days of receipt of such notification, correct the Project Plan and resubmit to the FBR. The FBR shall, within <b>[5]</b> days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Procuring agency and the Supplier.</p>
24.	17.5	<p>The vendor shall submit to FBR the following reports and any other reporting required by FBR:</p> <p>(a) <b>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> </ul>

- **Corrective Actions:** Proposed actions to realign the project with the planned schedule, along with revisions to timelines if required.

**(b) Resource Reports**

- Resources needed for the next reporting period, including expectations from FBR or actions to be taken.
- Issues related to resource availability impacting project delivery.

**(c) Issue and Risk Reports**

- Identification of unresolved issues, risks, or problems impacting the project.
- 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:**

Milestone	Planned Completion Date	Actual Completion Date	Deviation	Corrective Action
[Milestone 1]	[Date]	[Date]	[Details]	[Details]

**Example Resource Needs Table:**

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

## Performance Management Mechanism

Before contract signing, FBR and the selected vendor will mutually agree on the Key Performance Indicators (KPIs), weightage, and review cadence. KPIs will be set annually and reviewed quarterly to ensure alignment with enforcement objectives. The final agreed KPIs and weightage allocation will be formally documented in the contract annexure.

### 2. KPI Dimensions

Vendor performance will be assessed across four key dimensions, ensuring comprehensive tracking of system functionality, stability, enforcement support, and responsiveness (*below mentioned KPIs are indicative only*)

#### 2.1. System Stability & Uptime (*Ensuring seamless CCU operations with minimal failures*)

- Service Uptime – Percentage of time the CCU system remains fully operational.
- Crash-Free Sessions – Number of sessions without unexpected system failures or breakdowns.
- P50 Duration (System Responsiveness) – Median response time for retrieving data, generating reports, or triggering enforcement alerts.

#### 2.2. Data Accuracy & Processing Efficiency (*Ensuring compliance insights are generated correctly and on time*)

- Data Processing Accuracy – Percentage of correctly logged production data vs. expected system-generated records.
- Anomaly Detection Effectiveness – Percentage of flagged compliance issues that are verified as legitimate cases upon enforcement review.
- Real-Time Data Capture – Timeliness of production data updates from integrated digital interventions (video analytics, bottle serialization etc.)

#### 2.3. Enforcement Support & Compliance Monitoring (*Ensuring that flagged cases lead to meaningful enforcement action*)

- Alert Accuracy Rate – Percentage of system-generated alerts that correctly indicate discrepancies.
- Inspection Flagging Effectiveness – Percentage of flagged factories/sites that require further compliance action based on CCU data.

#### 2.4. Vendor Performance & System Maintenance (*Ensuring the vendor meets operational expectations for upkeep and responsiveness*)

- Issue Resolution Time – Average time taken to resolve system failures or operational downtime.

- System Update & Maintenance Compliance – Adherence to scheduled software updates, security patches, and feature improvements.
- Support Response Time – Median response time to address issues reported by FBR enforcement teams.

### 3. Link to Payments & Penalties

- The vendor's recurring payments (quarterly service charges) will be directly linked to KPI performance.
- At the end of each quarter, FBR will evaluate vendor performance against the agreed KPIs before releasing the quarterly payment.
- If the vendor fails to meet KPIs for two consecutive quarters, FBR reserves the right to renegotiate contract terms or terminate the contract if necessary.

### 4. Governance & Review Process

- Quarterly Performance Review Meetings between FBR and the vendor to evaluate performance and discuss adjustments.
- Submission of KPI performance reports by the vendor every three months to validate compliance with agreed targets.
- FBR reserves the right to revise KPI targets annually based on evolving enforcement needs.

### Sub-Contracting (GCC 18)

25.	18.1	<i>“There are no Special Conditions of Contract applicable to GCC Clause 18.”</i>
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### Transportation (GCC 19)

26.	19.1	The Supplier shall be free to use transportation through carriers registered in any eligible country and shall obtain insurance from any eligible source country.
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### Documents (GCC 21)

27.	21.1	The Supplier shall provide to the Procuring agency documents as specified in the GCC.
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<b>Products Upgrade (GCC 22)</b>		
28.	22.1	The Supplier shall provide the Procuring agency with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC
<b>Inspections and Tests (GCC 23)</b>		
29.	23.1	<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> </ul> <p>FBR reserves the right to direct or conduct additional inspections, through its own personnel or an assigned inspection body, to ensure full compliance.</p>
<b>Installations (GCC 24)</b>		
30.	24.1	There are no Special Conditions of Contract applicable to GCC Clause 24.

<b>Operational Acceptance Test (GCC 26)</b>		
31.	26.1	<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>		
32.	29.1	For Software, exceptions or limitations to the Supplier’s warranty obligations shall be as follows: <b><i>None</i></b>
33.	29.3	The Supplier warrants that the following items have been released to the market for the following specific minimum time periods: <b><i>No specific minimum time requirements are established for this contract, other than the requirement that information technologies must have been previously released to the market</i></b>
34.	29.4	The Warranty Period (N) shall begin from the date of Operational Acceptance of the System or Subsystem and extend for: <b><i>at least 36 months</i></b>

35.	29.10	During the Warranty Period, the Supplier must commence the work necessary to remedy defects or damage within: <i><b>The supplier must commence defect remediation within 2 working days of notification and complete necessary repairs within 5 working days</b></i>
<b>Intellectual Property Rights Indemnity</b>		
36.	30.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 30</i>
<b>Insurance (GCC Clause 31)</b>		
37.	31.1	The Insurance shall cover the period from <b>[insert effective date of the Contract]</b> until <b>[insert expiration date, aligned with either the contract duration or completion of project milestones]</b>
<b>Related Services (GCC Clause 33)</b>		
38.	33.1	Related services to be provided are: Covered in Section V of this RFP  <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>		
39.	34.1	<i>Any change orders requested by FBR during the contract execution shall:  Be formally submitted and approved in writing.  Define the scope, impact on cost, and timeline adjustments.  Require mutual agreement between FBR and the vendor before execution.</i>
<b>Assignment (GCC 36)</b>		
40.	36.1	Contract can be assigned: <b>No</b>

## Liquidated Damages (GCC Clause 39)

41.	39.1	<ol style="list-style-type: none"><li>1. <b>Scope of Penalty Application:</b><ul style="list-style-type: none"><li>• The Vendor must implement the agreed system within the specified timeline as outlined in the Project Plan.</li><li>• Failure to implement the system within the agreed timeframe will result in the following penalties.</li></ul></li><li>2. <b>Liquidated Damages:</b><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.</li><li>• <b>Maximum Deduction:</b> The cumulative penalty shall not exceed the value of the performance guarantee submitted by the Vendor.</li></ul></li><li>3. <b>Escalation of Non-Compliance:</b><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></li><li>4. <b>Grace Period and Exceptions:</b><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></li><li>5. <b>Enforcement Mechanism:</b><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></li></ol>
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<b>Procedure for Dispute Resolution (GCC Clause 45)</b>		
42.	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 the 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</li> </ol>

		<p>place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>–[Specify language]</i> language.</p> <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 the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
<p><b>Notices (GCC Clause 48)</b></p>		
43.	48.1	<p>— FBR’s address for notice purposes:  <b>Room 506<sup>th</sup>, 5<sup>th</sup> Floor, FBR House, Constitution Avenue, G-5, Islamabad</b></p> <p>—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 Procuring Agency]* of Pakistan (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the 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) the Procuring Agency’s Letter of Acceptance; and
  - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the FBR to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the 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. The 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 the FBR)

Witness to the signatures of the FBR:

.....

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

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

## Performance Security (or guarantee) Form

To: The Federal Board of Revenue

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: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

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

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

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[Buyer]

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[Seller/Supplier]

# Appendix

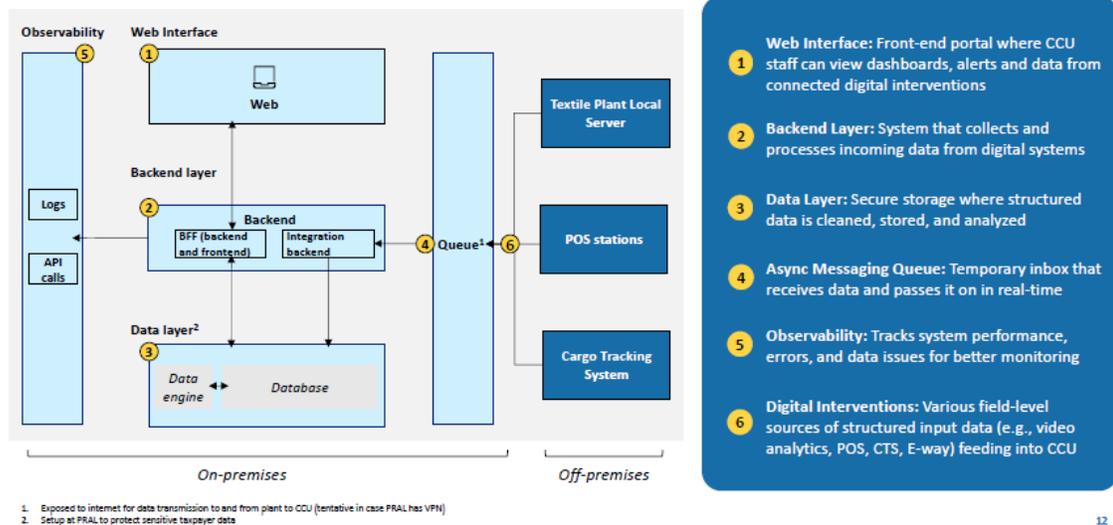
## Annexure – A: Indicative technical specifications (to be used as a guide)

### 1. Principles to design the solution architecture

Themes	Principles	What it ensures
Reliable and Secure Infrastructure	On-prem infrastructure	Dedicated control room at FBR HQ with monitoring infrastructure and staff
	Secure systems	Protects against cyber threats and unauthorized access
	Auditability & Observability	Actions are traceable and system health is continuously monitored
Flexible and Future-Proof Design	Modular and flexible	Allows easy integration of new digital interventions or sectors
	Adaptability	Enables system to evolve with FBR's growing enforcement needs
	No vendor lock-in	Promotes long-term sustainability and reduces dependency risks
Data-Driven Enforcement	Near live data integration	Allows near real-time oversight of taxpayer operations
	User-friendly interface	Ensures that CCU staff can quickly interpret and act on data
	Clean, structured data flows	Enables accurate compliance tracking and alert generation

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### 2. Indicative target architecture



### 3. Indicative data-flow architecture mechanism

From	To	Data
Deployed digital interventions	Async Messaging Queue	Intervention data (quantities, timestamps, batch details, factory ID, etc.)
Async Messaging Queue	Integration Backend	Queued data (ensuring smooth, structured flow)
Integration Backend	CCU Database	Structured data, after processing and validation
CCU Database	Backend for Frontend (BFF)	Live & historical data
Backend for Frontend (BFF)	Web interface	Processed and ready to visualize data
CCU Database	Automated Reports & Alerts	Scheduled reports, compliance alerts, trend analysis
Backend layer	Logging & Observability	System health logs, error tracking, missing data alerts

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### 4. Indicative team setup and employees requirement

Team type	Role	Responsibilities
Technical	DevOps Engineer	Ensure the CCU's backend systems and data flows run reliably, and resolve any system-level issues
	Software Engineer	Develop and maintain dashboards, alert systems, and user access features that power the CCU's operations
	UI/UX Designer	Design user-friendly interfaces for CCU staff and continuously improve usability based on feedback
	Infrastructure Technician	Set up and maintain the CCU's physical hardware (workstations, servers, network) to keep systems running
Business Analysis	CCU Lead	Oversee end-to-end CCU operations, ensure coordination across enforcement and analytics teams, and drive key outputs
	Team Lead	Manage intervention wise teams, validate compliance insights, and synthesize key summaries for escalation and senior review
	Analyst	Monitor intervention data, identify anomalies or patterns, and generate actionable alerts and reports
PRAL	Support Officer	Maintain backend systems and servers, ensure clean data flow into the CCU, and troubleshoot technical issues

## Annexure – B

Following table is indicative to provide guidance to vendors for potential items they must provide disaggregated costing for:

Category	Item Description	Unit	Initial Quantity	For possible modular expansion	Remarks
Hardware Components	Display screens, video wall controller	Per screen	25	50	
Hardware Components	Workstations (PCs, dual-screen setups with firewall)	Per workstation	15	25	
Hardware Components	Networking gear (switches, routers, cabling)	Per set	As required to cover total workstations		
Hardware Components	Backup power solutions (UPS)	Per UPS	As required to cover total workstations		
Hardware Components	Other misc. Items (include breakdown of required items)	Per item	Vendor to suggest cost breakdown as required		
Human Resources	Monthly staffing cost by role (manager, operator, system admin, analyst, etc.)	Employees Per month	10-12 for day shift 5-7 for night shift		
Services / Support	Annual maintenance charges (AMC)	Per year	As required		
Services / Support	SLA-based technical support cost (yearly)	Per year	As required		
Services / Support	Configuration and dashboard tuning (initial setup)	One time	As required		
Services / Support	Configuration and dashboard tuning (maintenance cost)	Per year	As required		