BIDDING DOCUMENTS

SECOND-STAGE REQUEST FOR BIDS
FOR AUTHORIZATION OF VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR
***(Three years from authorization)*]**

(Under Two-Stage Bidding Procedure – Rule 36(c) of Public Procurement Rules, 2004)

For

FEDERAL BOARD OF REVENUE
(FBR)

(National Competitive Bidding)

Revenue Division

Government of Pakistan

October, 2026

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

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

Section III- Bid Data Sheet (BDS)

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

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Scope of Work

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 and Price Schedules 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 FBR may customize the general conditions of the contract section, in accordance with the requirements.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of 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

Bid No. 1(13)/TDU/IR/2026

A.INVITATION TO BID

[*AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR (Three years from authorization)*]

1. The Stage-Two bidders shall submit revised Technical Proposal along with the Financial Proposal in accordance with the requirements of this RFP. The proposed solution shall comply with the finalized technical requirements specified in Section V – Scope of Work, including the mandatory requirements for production counting and SKU identification and verification. The system shall be capable of accurately identifying the SKU of each counted unit based on brand, product type (cooking oil / vegetable ghee), pack size and pack type (e.g., pouch, bottle, tin, jerry can, bucket and carton etc.), in accordance with the approved SKU master data and applicable tolerances.
2. The solution shall be evaluated on the basis of the Technical Evaluation Criteria specified in Section V. Bidders shall be required to achieve a minimum technical evaluation score of **70 out of 100 marks** and shall comply with all **mandatory technical and functional requirements** specified in Section V, including the requirements relating to production counting and SKU identification and verification.
3. The Bidding Documents are available on e-PADS and the FBR/PPRA websites, i.e. PPRA website and FBR website, and may be downloaded free of cost. Encrypted electronic bids, duly completed and in conformity with the Bidding Documents, must be submitted online through the e-Pak Acquisition and Disposal System (e-PADS) **on or before 11:00 hours, November 5, 2026**.
4. The instant procurement for authorization of vendors is being carried out under the Public Procurement Rules, 2004, the E-Pak Procurement Regulations, 2023, and the applicable PPRA Public Procurement Framework. The procurement structure has been designed keeping in view Rule 4 and other relevant provisions of the Public Procurement Rules, 2004, including, but not limited to, Rules 15, 21 and 29 and the rules connected thereto. The relevant provisions of the Public Procurement Rules, 2004 and their application to the procurement structure have been incorporated in the instant Bidding Document.
5. The procurement shall be carried out in accordance with PPRA's **Two-Stage Bidding Procedure:** The instant RFP constitutes Stage Two of the procurement process and shall be conducted as follows:

   a. Stage Two – Revised Technical and Financial Proposals: Only bidders declared eligible to participate in Stage Two shall submit their revised Technical Proposals incorporating the finalized requirements specified in this RFP, along with their revised Financial Proposals or supplementary Financial Proposals to their originally submitted Financial Proposals, as applicable. The Financial Proposal shall clearly indicate the price per Installation Point and a complete breakdown of the price of each component, including hardware, software, installation, integration, support, maintenance and other applicable costs.

   b. Technical Evaluation:
   The revised Technical Proposals shall be evaluated against the Stage-Two Technical Evaluation Criteria specified in Section V. Bidders shall be required to obtain a

minimum score of **70 out of 100 marks** and comply with all mandatory technical and functional requirements specified in the Bidding Documents to qualify for further consideration.

c. Final Selection and Authorization:
Upon completion of the evaluation process prescribed in this RFP, FBR shall evaluate and process the qualifying bids in accordance with the provisions of this RFP and applicable procurement rules and may authorize the successful bidder(s) as Authorized Vendors for the supply, installation and maintenance of the Production Monitoring System in the Edible Oil and Ghee Manufacturing Sector.

d. Finality of Stage Two:
Stage Two constitutes the final technical competition and selection stage of the Two-Stage Bidding Procedure. The technical requirements specified in this RFP represent the finalized requirements of FBR for the procurement. No further stage for technical solution finalization is envisaged under this RFP.

6. The original bids (e-PADS Tender Prints), along with two copies, properly completed and enclosed in sealed envelopes, must be delivered to Room 506, Fifth Floor, FBR House, Constitution Avenue, G-5, Islamabad, on or before 11:00 hours, November 5, 2026. The electronic bids submitted through e-PADS shall be opened at 11:30 hours on November 5, 2026 in the presence of the bidder representatives who choose to attend at Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad. Submission of a manual bid without submission of the corresponding electronic bid through e-PADS shall result in rejection of the bid.
7. FBR reserves the right to reject any or all bids at any time prior to the acceptance of a bid, in accordance with Rule 33 of the Public Procurement Rules, 2004.

Farrukh Amir Sial
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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The FBR (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Authorization of Vendors to supply, install and maintain production monitoring and counting system (utilizing AI-Based Video Analytics), provided it meets the Technical Evaluation Criteria and all mandatory technical and functional requirements defined in Section V – Scope of Work, across the Edible Oil and Ghee Manufacturing sector as specified in the BDS and Section V Scope of Work.
	1.2	Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).
2. Source of Funds	2.1	Source of funds for launching this intervention has been stated in Clause 2 of Section III - Bid Data Sheet
3. Eligible Bidders	3.1	Public sector or Government-owned enterprises are not eligible to participate and only bidders who have successfully qualified in Stage One of the bidding process shall be eligible to participate in Stage Two. Other conditions of the eligibility criteria as specified in Stage I RFP remain the same.
	3.2	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: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the FBR to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the FBR regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.

		g) Vendors having Commercial relationships with monitored manufacturers h) Vendors having equity, revenue sharing, or consultancy links with monitored manufacturers
	3.3	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (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; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (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. (f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.4	Bidders shall provide to the FBR evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.5	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the FBR, as the FBR shall reasonably request.
4. Eligible Information Systems	4.1	For the purposes of these Bidding Documents, the Information System means all: a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made

		operational (collectively called "the Goods" in some clauses of the ITB); and 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 successful Bidder and as specified in the Contract.
	4.2	All Information System made up of goods and services to be supplied shall have their origin in eligible source countries. 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.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FBR shall in no case be

		responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The Contents of the Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I -**Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Scope of Work **Section VI** Standard Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS.**
	7.4	The 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.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents, Pre-Bid Meeting and Site Visit	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the FBR in writing or in electronic form that provides record of the content of communication at the FBR's address indicated in the **BDS.**
	8.2	The FBR will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 21.1.**
	8.3	Copies of the FBR's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.

		In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the FBR deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the FBR exclusively through the use of an Addendum pursuant to **ITB 9.** Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering 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 **ITB Clause 8.5.** Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the FBR for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify the Bidding Documents by issuing addenda.

	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the FBR. The FBR shall promptly publish the Addendum at the FBR's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the FBR may, at its discretion, extend the deadline for the submission of Bids: Provided that the FBR shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the 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.
11. Documents Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - i) Revised Technical Proposal demonstrating compliance with the finalized requirements of Section V; ii) Financial Proposal containing the final quoted price per Installation Point/Production Line and component-wise price breakdown; iii) Details of the Sample(s) where applicable and requested in the **BDS.**

		iv) Documentary evidence established in accordance **with ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process; v) Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the manufacturer to deliver the goods and services making Information System into Pakistan, where required and where the bidder is not the manufacturer of those goods and service making Information System; vi) Documentary evidence established in accordance with I**TB 12** that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; vii) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid**;** and viii) Any other document required in the **BDS**.
12. Documents Establishing Eligibility of the Information System and Conformity to Bidding Documents	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and services related to the information system which the Bidder proposes to deliver.
	12.2	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: a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the FBR's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a

		statement of deviations and exceptions to the provisions of the Scope of Work c) any other procurement specific documentation requirement as stated in the **BDS**.
	12.3	For purposes of the commentary to be furnished pursuant to **ITB 12.2(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the FBR in its Scope of Work, 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 Scope of Work
	12.4	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to **ITB 11,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the 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".
	13.3	The documentary evidence of the Bidder's qualifications to perform the obligations as an Authorized Vendor if its Bid is accepted shall establish to the satisfaction of FBR that: a) in the case of a Bidder offering to supply and install Information System under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to supply and install the information system in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the obligations as an Authorized Vendor; c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented

		by an Agent in Pakistan equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Scope of Work d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Validity Period	15.1	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.
	15.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the FBR may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **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.
16. Bid Security or Bid Securing Declaration	16.1	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)**.
	16.2	The Bid Security or Bid Securing Declaration is required to protect the FBR against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 16.9.**
	16.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

		a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the 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; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**
	16.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the FBR prior to the Bid submission.
	16.5	The Bid Security shall be payable promptly upon written demand by the FBR in case any of the conditions listed in **ITB 16.9** are invoked.
	16.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 16.1 or 16.3** shall be rejected by the FBR as non-responsive, pursuant to **ITB 29**.
	16.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the FBR pursuant to **ITB 15**. 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: (a) the expiry of the Bid Security; (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; (c) the rejection by the FBR of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.

	16.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 37,** or furnishing the performance guarantee, pursuant to **ITB 38**.
	16.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the FBR, and referred by the bidder on the Form of Bid except as provided for in **ITB 15.2**; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with **ITB 39**; or ii) to furnish performance guarantee in accordance with **ITB 40.**
17. Alternative Bids by Bidders	17.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Scope of Work. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 17.2** shall prevail.
	17.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for Information System.
	17.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the FBR, including technical specifications and other relevant details.
18. Withdrawal, Substitution, and Modification of Bids	18.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	18.2	Bids requested to be withdrawn in accordance with **ITB 18.1** shall be returned unopened to the Bidders.

19. Format and Signing of Bid	19.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the **BDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	19.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	19.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids	20.1	This RFP relates to the Second Stage of the Two-Stage Bidding Procedure being conducted under the Public Procurement Rules, 2004 and applicable Regulations, following completion of the First Stage. Under the Second Stage: i. Eligible bidders shall submit their revised/final technical proposals in accordance with the finalized technical requirements communicated by FBR. ii. Bidders shall also submit their revised/final financial proposals, specifying the price per installation point/production line along with a component-wise breakdown of the proposed solution. iii. The revised/final technical proposals shall be opened on the date, time and venue specified in the Bidding Data and communicated to the bidders. iv. The technical proposals shall be evaluated in accordance with the evaluation criteria prescribed in this RFP. Only bidders meeting the prescribed technical qualification requirements shall qualify for further consideration in accordance with the applicable procurement procedure. v. The procuring agency shall allow bidders sufficient time for submission of their revised/final technical and financial proposals in accordance with the applicable Public Procurement Rules and Regulations.

		The envelopes containing the ORIGINAL and copies shall be placed in one sealed envelope and addressed/identified as provided in Sub-Clause 21.2.
	20.2	The inner and outer envelopes shall: a) be addressed to the FBR at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data and pursuant to **ITB 21.1.** c) In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to **ITB 22**.
	20.3	If all envelopes are not sealed and marked as required by **ITB 20.2** and **ITB 20.3** or incorrectly marked, the FBR will assume no responsibility for the misplacement or premature opening of Bid.
21. Deadline for Submission of Bids	21.1	Bids shall be received by the FBR no later than the date and time specified in the **BDS.**
	21.2	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 **ITB 9**, 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.
22. Late Bids	22.1	The FBR shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 21**.
	22.2	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.
23. Withdrawal, Substitution, and Modification of Bids	23.1	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).
	23.2	The Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB 19 and ITB 20 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. The

		notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
	23.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 23.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	23.4	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	23.5	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 23.

E. OPENING AND EVALUATION OF BIDS

24. Opening of Bids	24.1	The FBR will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
	24.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	24.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	24.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid

	24.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the FBR may consider appropriate, will be announced by the Procurement Evaluation Committee.
	24.6	The envelopes holding the Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the FBR may consider appropriate.
	24.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	24.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the FBR against any claim or failure to read out the correct information contained in the Bidder's Bid.
	24.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 22.**
	24.10	The FBR shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	24.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	24.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	24.13	
25. Confidentiality	25.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially

		concerned with such process until the time of the announcement of the respective evaluation report.
	25.2	Any effort by a Bidder to influence the FBR processing of Bids or award decisions may result in the rejection of its Bid.
	25.3	Notwithstanding **ITB 25.2** 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.
26. Clarification of Bids	26.1	To assist in the examination, evaluation and comparison of Bids of the Bidders, the FBR may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by the FBR shall not be considered.
	26.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the FBR in the evaluation of Bids should be sought in accordance with **ITB 31**.
	26.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	26.4	From the time of Bid opening to the time of authorization 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.
27. Preliminary Examination of Bids	27.1	Prior to the detailed evaluation of Bids, the FBR will determine whether each Bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per the format and contents defined by the FBR in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents.

		The FBR's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	27.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the FBR's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	27.3	The FBR will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	27.4	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. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The 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 –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;*

		(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.*
	27.5	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.
	27.6	If a Bid is not substantially responsive, it will be rejected by the FBR and may not subsequently be evaluated for complete technical responsiveness.
28. Examination of Terms and Conditions; Technical Evaluation	28.1	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.
	28.2	The FBR shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 20,** to confirm that all requirements specified in **Section V – Scope of Work** have been met without material deviation or reservation.
	28.3	If after the examination of the terms and conditions and the technical evaluation, the FBR determines that the Bid is not substantially responsive in accordance with **ITB 27,** it shall reject the Bid.
29. Evaluation of Bids	29.1	The FBR shall evaluate only the Bids determined to be substantially responsive, pursuant to **ITB 27**.
	29.2	In evaluating the Technical Proposal of each Bid, the FBR shall use the criteria and methodologies listed in the BDS and in Scope of Work. No other evaluation criteria or methodologies shall be permitted.

	29.3	In evaluating the Bidders, the evaluation committee will, in addition to the technical specifications, take account of one or more of the following factors as specified in the **BDS** a) The availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; b) the projected operating and maintenance costs during the life of the equipment; c) the performance and productivity of the equipment offered; and/or d) other specific criteria indicated in the Scope of Work
30. Domestic Preference	30.1	If the **BDS** 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.
31. Determination of Most Advantageous Bid	31.1	In case where the FBR adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	31.2	FBR would evaluate bids based on quality of overall bid as stated in this RFP document General provisions of PPRA rules state: (a) "most advantageous bid" means,- (i) a bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposals document; and (ii) evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority;

F. AWARD OF CONTRACT

32. Criteria of Award	32.1	Subject to **ITB 33**, the FBR will authorize the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the obligations satisfactorily; and c) Successful negotiations have been concluded, if any.
33. Negotiations	33.1	Negotiations may be undertaken with the responsive bidders relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
34. FBR's Right to reject All Bids	34.1	Notwithstanding **ITB 32**, the FBR reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the FBR the justification of those grounds.
	34.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	34.3	The FBR shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
35. FBR's Right to Vary Quantities at the Time of Award	35.1	The FBR reserves the right at the time of authorization to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements)
36. Notification of Award	36.1	Prior to the authorization, the FBR shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

	36.2	Where no complaints have been lodged, the Bidder(s) whose Bids have been accepted will be notified of the award by the FBR prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the scope of works as prescribed by the license.
	36.3	The notification of award will constitute the formation of the Authorization, subject to the Bidder furnishing the Performance guarantee in accordance with **ITB 38** and signing of the authorization in accordance with **ITB 37.2.**
	36.4	Upon the successful Bidder's furnishing of the performance guarantee pursuant to **ITB 38**, the FBR will promptly notify each unsuccessful Bidder, the name of the successful Bidder(s) and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 16.7.**
37. Signing of Contract	37.1	Promptly after notification of award, FBR shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	37.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the FBR shall sign the contract.
38. Performance Guarantee	38.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the FBR a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	38.2	If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or Any Performance Guarantee submitted shall be enforceable in Pakistan.
	38.3	Failure of the successful Bidder to comply with the requirement of **ITB 38.1** 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.
39. Arbitrator	39.1	The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
40. Corrupt & Fraudulent Practices	40.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

41. Constitution of Grievance Redressal	41.1	FBR shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
42. GRC Procedure	42.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	42.2	Any Bidder feeling aggrieved by any act of the FBR after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	42.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	42.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	42.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	42.6	Any bidder or the FBR not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	42.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	42.8	The committee shall call the record from the concerned FBR or the GRC as the case may be, and the same shall be provided within prescribed time.
	42.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	42.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

H. MECHANISM OF BLACKLISTING

43. Mechanism of Blacklisting	43.1	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: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules including, commiting Deliberate system manipulation and Aiding or abetting tax fraud (Section 2(1), Sales Tax Act; ii. Fails to perform his obligations; and iii. Fails to abide by the id securing declaration;
	43.2	The show cause notice shall contain: (a) precise allegation, against the bidder; (b) the maximum period for which the FBR proposes to debar the bidder 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 from participating in public procurements of all the procuring agencies.
	43.3	The FBR shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	43.4	In case, the bidder fails to submit written reply within the requisite time, the FBR may issue notice for personal hearing to the bidder authorize representative of the bidder and the FBR shall decide the matter on the basis of available record and personal hearing, if availed.
	43.5	In case the bidder 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 for personal hearing.
	43.6	The FBR shall give minimum of seven days to the bidder 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, if availed
	43.7	The FBR shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

	43.8	The FBR shall communicate to the bidder the order of debarring the bidder from participating in any public procurement with a statement that the bidder may, within thirty days, prefer a representation against the order before the Authority.
	43.9	Such blacklisting or barring action shall be communicated by the FBR to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the FBR.
	43.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	43.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the FBR. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	43.12	The Authority on the basis of decision made by the committee either may debar a bidder from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

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

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

Furthermore, the entire procurement structure has been designed in accordance with Rule 4 of PPR, 2004, to ensure fairness, transparency, value for money, and efficiency. The rule states:
"4. Principles of procurements-
Procuring agencies, while engaging in procurements, shall ensure that the procurements are conducted in a fair and transparent manner, the object of procurement brings value for money to the agency and the procurement process is efficient and economical".

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

The following specific data for introducing a range of authorized vendors for supply, installation and maintenance of production monitoring system in edible oil and ghee sector (including hardware and software) for production monitoring in edible oil and ghee sector shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

Definitions: In this bidding document, unless there is anything repugnant in the subject or context;

a. **"FBR" or "Board"** refers to the Federal Board of Revenue, responsible for authorizing vendors to deploy the specified system and ensuring compliance with the technical and operational requirements specified in this RFP
b. **"Authorized vendor" or "Vendor" or "Supplier"** refers to any registered company authorized by the Board to deploy a production counting and monitoring system specified by FBR after solution is finalized.

c. **"Edible Oil and Vegetable Ghee Manufacturing Facility"** refers to any industrial facility engaged in the refining, processing, blending, hydrogenation (for Banaspati), and packaging of edible oils and vegetable ghee. This includes standalone oil refineries, integrated ghee mills, and repackaging units. It encompasses all functional zones from raw material storage (crude oil tanks), processing (neutralizers, bleachers, deodorizers, chillers), filtration, and filling/packaging lines, up to the final warehousing and dispatch areas.

d. **"Filling and Packing Line"** refers to the machinery where refined edible oil or ghee is filled into consumer packs (pouches, bottles, tins, jerry cans and buckets), sealed or capped, and packed into cartons. For the purpose of this RFP, the Filling and Packing Line is identified as the potential "Production Control Point" where the product is converted into a packed, taxable finished good.

e. "Installation Point" may refers to the specific physical location within the manufacturing line where the Monitoring Equipment (Cameras and associated hardware) must be deployed.

Filling Line Outfeed: The conveyor section immediately after filling and sealing/capping, where each filled unit is counted and its SKU identified.

End-of-Line Packing Conveyor: The cartoning/case-packing conveyor before the warehouse, where each carton/case is counted and its SKU identified.

f. **"Video Analytics System"** refers to the industrial cameras, lighting and associated AI/computer-vision software used to detect, count and identify the SKU of each unit and carton passing the Installation Point, and to retain time-stamped video evidence of the count.

g. **"Production Count"** refers to the final reconciled data set representing Taxable or Exempt Output. It shall be derived from the reconciliation of:
Unit Count: The count of filled units, by SKU, at the Filling Line Outfeed.
Carton Count: The count of cartons/cases, by SKU, at the End-of-Line Packing Conveyor, multiplied by the approved units per carton.
Video Evidence: The time-stamped video record supporting each count.

h. **"Pro Hostile Operational Environment"** refers to the mandatory industrial standard the installed hardware must survive. In the context of an Edible Oil and Ghee Factory, this implies an operating zone characterized by:

Ambient Temperature: >45°C (near hot-filling of ghee, deodorizers and steam lines).

Contaminants: Oil mist and aerosols, steam and high humidity, and water/chemical wash-down.

Vibration: Constant mechanical vibration from filling machines, conveyors and packing equipment

The procurement process shall be conducted in accordance with the Public Procurement Regulatory Authority (PPRA) Rules under the **Two-Stage Bidding Procedure**.

This bidding document constitutes Stage II of the Two-Stage Bidding Procedure. Stage I has already been completed. Only Stage-II Eligible Bidders shall participate in this procurement. The requirements contained in this RFP constitute FBR's finalized technical and functional requirements for Stage II.

Note: *FBR reserves the right to limit the number of Authorized Vendors based on the results of the Technical Evaluation and in accordance with the selection methodology specified in this RFP.*

A. INTRODUCTION

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders

1.	**1.1**	Name of Procuring Agency: **Federal Board of Revenue (FBR)** The FBR seeks to address revenue leakage in the Edible Oil and Ghee Manufacturing sector. The objective is to deploy a video analytics-based solution to monitor the real-time production output of: Edible Oil and Ghee Manufacturing Units: Counting and SKU identification of packed edible oil and ghee (for e.g. pouches, bottles, tins, jerry cans, buckets and cartons) produced. The selected vendor will be responsible for supplying and installing production monitoring equipment (AI-based video analytics cameras) at filling lines, end-of-line packing conveyors or any other potential installation point, capturing and transmitting data to an Industrial PC for product identification and count recording. The vendor will also integrate the solution with FBR's system, mapping products (by brand, product type, pack size and pack type) through visual recognition for all edible oil and ghee manufacturers. The performance of the deployed solution shall be verified following installation and commissioning through inspection, testing and Operational Acceptance Testing in accordance with the Technical Requirements, agreed Project Plan and applicable contractual requirements. Additionally, vendors will provide ongoing technical support, maintenance, and periodic updates to ensure system efficiency, timely troubleshooting, and compatibility with FBR's evolving specifications. Pricing proposals must align with FBR's prescribed requirements. The procurement process shall be conducted in accordance with the Public Procurement Regulatory Authority (PPRA) Rules under the Two-Stage Bidding Procedure. **Locations:** Nationwide edible oil refineries, vegetable ghee / banaspati units, filling and packing facilities, or any other facility where edible oil, cooking oil or vegetable ghee or any related item is manufactured or packed. Commencement date for delivery: Vendors must commence installation of system within 2 weeks of receiving Purchase Order from manufacturers

2.	**2.1**	**Financial year for the operations of the FBR:** FY'27-28, FY'28-29 and FY'29-30 **Source of Funds for the bidding process:** Government of Pakistan as part of Transformation Plan for FBR **Name of Project:** AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR **Name of system financing institution:** Manufacturers of Edible Oil and Ghee in line with Sales Tax Rules and Act
3.	**3.4**	Joint Venture is applicable: Maximum number of members in the joint venture, consortium or association shall be 3 members.
4.	**4.6**	Demonstration of authorization by manufacturer is not required

B. BIDDING DOCUMENTS

5.	**7.2**

The number of documents to be completed and returned:

- **a.** Submission on e-PADS within the deadline is mandatory
- **b.** One original document of the e-PADS Tender Prints
- **c.** Two copies of original document

6.	**8.2**	The address for clarification of Bidding Documents is e-PADS and can also be addressed to secretary (Administration), Room 506, Fifth Floor, Federal Board of Revenue (HQ) Islamabad, Email: secretary.admin@fbr.gov.pk, Phone No: 051-9203679
	8.5	**Pre-bid meeting** N-A

C. PREPARATION OF BIDS

7.	**10.1**	The Language of all correspondences and documents related to the Bid is: English
8.	**11.1 (h)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid: a. comprehensive profile of the company; b. brief about managerial and technical personnel indicating name, position, qualification and experience; c. total number of current employees; d. list of major clientele; e. documents showing relevant capacity of deploying production monitoring systems (detailed in section V; f. in case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. g. complete history of activities undertaken and synopsis of the projects done; h. current commitments and status of in-hand projects; i. incorporation certificate under the Companies Act, 2017, and in case of Consortium or joint venture at least one member has such incorporation certificate; National Tax Number (NTN) certificate; j. audited accounts of the last three financial years; k. Income Tax returns for the last three years; l. registration with Sales Tax and Income Tax Department of FBR;

		m. computerized National Identity Cards (CNICs) of the Directors of the incorporated company; and 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.
9.	**12.3 (c)**	Other specific documentation requirements for the production monitoring and counting solution (AI-Based Video Analytics) proposed by the vendor, provided it meets both the Technical evaluation criteria defined in Section V – Scope of Work and is cost-effective are: a. Proposed design for installation of hardware for production monitoring and counting system: a. Detailed specifications of the monitoring equipment, Industrial PC, and connectivity hardware to be deployed (including ratings for heat and oil mist, humidity and wash-down resistance). b. Installation blueprints showing coverage of the filling and packing lines (filling line outfeeds and end-of-line packing conveyors), including placement of cameras for accurate unit and carton counting and SKU identification. c. A timeline for installation activities, including milestones for setup, testing, and handover. b. High-level and low-level diagrams of hardware installations in line with the needs of the proposed system: a. High-Level Diagram: Overview of the system architecture, including how monitoring units (cameras), processing units (IPCs), and connectivity interfaces interact. b. Low-Level Diagram: Detailed schematics showing physical hardware layout, cabling, heat-shielding and vibration-dampening measures, and connectivity points within the edible oil and ghee manufacturing facilities. c. Integration plan for connecting hardware with FBR's monitoring systems or any specified dashboards.

		c. Proposed design for maintenance team deployment and operations across the relevant edible oil and ghee manufacturing plants/facilities: a. Structure of the maintenance team, including roles, responsibilities, and escalation protocols. b. Routine maintenance schedule for hardware (e.g., cleaning of camera lenses and protective windows) and software to ensure optimal system performance in harsh industrial environments (heat, oil mist and humidity). c. Plan for providing on-site and remote technical support, including response times for issue resolution. d. Details of similar ongoing projects, including client purchase order (PO) or experience certificate: a. Description of ongoing projects relevant to industrial automation, computer vision, video analytics, hardware deployment, and/or production monitoring systems. b. Copy of the purchase order (PO) or an experience certificate issued by the client, detailing project scope and deliverables. e. Details of similar projects completed in the past 5 years, especially in the Public Sector: a. List of completed projects with key highlights, such as scope, implementation challenges, and outcomes. b. Certificates of project completion or letters of acknowledgment from the respective public sector clients. f. Customer satisfaction certificate along with contact information: a. Certificates issued by previous or current clients affirming the quality of service provided. b. Contact information for the issuing authority to facilitate verification and reference checks.
10.	**13.3 (c)**	Spare parts required for 5 years of operation.
11.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB 13.3(b)** is modified as follows:

		1. The Bidders shall have experience of at least 05 years in provision/deployment of similar kind of solutions/products globally or in Pakistan
12.		The pricing arrangement shall be decided between the vendor and manufacturer. However, to ensure protection against potential overcharging and/or fleecing, FBR may define an upper restriction on the price to be charged for the entire system. The final pricing terms and conditions will be agreed upon between the Manufacturer and the Vendor. To ensure affordability and ease of adoption, vendors may offer flexible payment structures, including: • Phased or instalment-based payments to reduce the financial burden on taxpayers. • Competitive pricing and potential discounts for long-term commitments. • Flexible terms that accommodate affordability without compromising system integrity. **Note:** The upper limit set by FBR may be revised over time at the discretion of the procuring agency, i.e., FBR. Retention of Payment: FBR reserves the right, at its discretion, to instruct the Manufacturer to withhold a portion of the payment due to the Authorized Vendor until the accuracy of the reported production data has been verified.
13.	**15.1**	The Bid Validity period shall be *120* days or extendable as mutually agreed.
14.	**16.1**	No Bid Security or Bid Securing Declaration is required for Stage-II Bids. The provisions of ITB 16 relating to Bid Security shall not apply.
15.	**16.3**	Not applicable.
16.	**16.3 (c)**	Other forms of security are not applicable.
17.	**17.1**	Alternative Bids to the requirements of the Bidding Documents will not be permitted
18.	**19.1**	A hard copy of complete bid in original along with 2 copies shall be submitted and

		An encrypted electronic bid duly completed and in conformity with Bidding Documents must also be submitted online on e-Pak Acquisition and Disposal System (e-PADS)
19.	**19.2**	Written confirmation of authorizations are: 1. *Authority Letter from the Bidder on Organization's Official Letter Head verified by or submitted by CEO.* 2. *Name, CNIC, Address of authorized personal must be mentioned*

D. SUBMISSION OF BIDS

20.	**20.2 (a)**	Bid shall be submitted in Room 506, Fifth Floor, FBR House, Constitution Avenue, G-5, Islamabad
21.	**20.2 (b)**	**Project name:** AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR **ITB title and No:** ***AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR*** **Time and date for submission:** on or before 11:00 hours by November 5, 2026.
22.	**21.1**	The deadline for Bid submission is: a) Day*: Thursday* b) Date*: November 5, 2026* c) Time*: 11:00 hours* The deadline for e-Bid submission is: a) Day*: Thursday* b) Date*: November 5, 2026* c) Time*: 11:00 hours*

E. OPENING AND EVALUATION OF BIDS

23.	**24.1**	The Bid opening shall take place at: Room#358, *Constitution Avenue, G-5 FBR House, Islamabad*
24.	**29.3 (a)**	Cost of spare parts will be an arrangement between vendor and manufacturer
25.	**29.3 (b)**	The Bidder shall establish e-depot facilities with local stock in major

		edible oil and ghee manufacturing cities of Pakistan to support anticipated replacements and ensure prompt service. Remote support and hotline shall be available 24 hours a day, 7 days a week; on-site support shall be available 8 hours a day, 6 days a week (Monday to Saturday)
26.	**29.3 (d)**	Performance and Productivity of the production monitoring and counting system (utilizing AI-Based Video Analytics) proposed by the vendor, will be measured based on: System uptime: to be maintained at 99% daily.
27.	**29.3 (d)**	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Scope of Work – Technical Evaluation Criteria
28.	31.2	**Evaluation Techniques** **Aspects for Ranking the Quality of the Product** In addition to mandatory requirements and technical specifications, FBR may evaluate the following parameters to determine the quality of the proposed solution: **1. Additional Functionalities:** • Advanced analytics features, such as production anomaly detection, predictive maintenance, and real-time alerts (e.g., filling line downtime, abnormal line speeds, camera obstruction, or production outside declared shifts). • Integration capabilities with existing FBR systems or other enforcement tools. **2. Sustainability and Reliability:** • Energy efficiency of the solution, including power consumption of servers, cooling systems, and hardware equipment. • Durability of equipment in harsh industrial environments (oil mist and aerosols, high ambient temperatures near hot-filling and deodorizing areas, humidity/steam, wash-down, and mechanical vibrations). **3. Operational Efficiency:**

		• System uptime and redundancy features to ensure minimal downtime. • Data accuracy and minimal false positives in alert generation (e.g., accurately distinguishing valid filled units from rejected, re-worked or empty packs, and avoiding double counting of units and cartons). **4. Enhanced Security Features:** • Data encryption during transmission and at rest. • Role-based access controls and audit trails for system activities (including camera tamper, obstruction and re-positioning detection logs). **5. Scalability and Flexibility:** • Ability to scale up or down based on the number of manufacturing facilities. • Adaptability to adapt to new camera types or changes in production outputs (e.g., new brands, pack sizes or pack types, and line changeovers). **6. Ease of Maintenance:** • Localized support infrastructure for maintenance and troubleshooting. • Availability of spare parts and replacement components (e.g., cameras, lenses and lighting) in Pakistan. **7. Post-deployment Support:** • Availability of post-deployment support, including system updates and user training. **8. Deployment and Commissioning:** • Comprehensive deployment plan, including setup, configuration, and system testing. • Availability of training programs for FBR enforcement teams.

F. AWARD OF CONTRACT

29.	**38.1**	The Performance Guarantee shall be applicable and will be set at fixed amount of PKR 5,000,000 only. Note: This limit may be revised and lowered. The bank guarantee shall be valid for entire duration of the authorization and shall be encashable in case of violation of these rules or terms of authorization.
30.	**39.1**	Arbitrator shall be appointed by mutual consent of both parties -Which will include a member from FBR, nominee from vendor and Secretary Finance shall be the head of arbitration. The place of arbitration shall be Islamabad

G. REVIEW OF PROCUREMENT DECISIONS

31.	**41.1**	The address is: Chairman GRC, FBR House, Constitution Avenue, G-5, Islamabad
32.	**42.1**	The Address of PPRA to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

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

SECTION V: SCOPE OF WORK

A. SCHEDULE OF REQUIREMENTS

FBR intends to ensure all edible oil and ghee manufacturing facilities in Pakistan are covered as per the following installation schedule:

Cumulative 50% lines to be covered by: December 15, 2026
Cumulative 100% lines to be covered by: December 31, 2026

Authorized vendor(s) should have all required equipment (hardware and software) readily available to be able to deploy the required production monitoring and counting system (AI-Based Video Analytics) across edible oil and ghee manufacturing facilities in Pakistan.

B. TECHNICAL REQUIREMENT

A. **Background**

01. The FBR is undertaking a significant digitalization initiative aimed at enhancing its tax collection capabilities and addressing structural gaps in Pakistan's tax system.

As part of this transformation, FBR seeks to deploy a production monitoring and counting system at all Edible Oil and Ghee Manufacturing facilities (including edible oil refineries, vegetable ghee / banaspati units and packing facilities) in Pakistan to improve tax compliance and prevent revenue leakage within the sector, particularly in the handling of packed edible oil and ghee across various brands, pack sizes and pack types. As part of the agreement, selected vendors will be responsible for providing and installing a production monitoring system (based on AI-Based Video Analytics). Vendors will also be responsible for providing post-installation maintenance and tech support services to the manufacturers. FBR recognizes the critical role of technology in tackling the challenges of tax evasion, unreported production, and discrepancies in edible oil and ghee production data. This production monitoring project aims to deliver real-time visibility into the total production of edible oil and ghee manufacturers. The solution will enable FBR to monitor the production count ensuring accurate reporting, transparent audits, and correct tax payments. A panel of multiple authorized vendors will provide manufacturers access to a pool of competitive vendors

02.

Acronym	Definition
API	Application Programming Interface
BDS	Bid Data Sheet
EMI	Electromagnetic Interference
FBR	Federal Board of Revenue
GCC	General Conditions of Contract
HDR	High Dynamic Range
IP Rating	Ingress Protection Rating
IPC	Industrial Personal Computer
ITB	Instructions to Bidders
OCR	Optical Character Recognition
PLC	Programmable Logic Controller

PPRA	Public Procurement Regulatory Authority
SCADA	Supervisory Control and Data Acquisition
SKU	Stock Keeping Unit
STP	Shielded Twisted Pair
UPS	Uninterruptible Power Supply
VPN	Virtual Private Network

B. Business Functions and Performance Requirement

01. **Business Requirements to Be Met by the Information System**

The solution specified in this bid document will detect, count, identify and record production units (e.g., pouches, bottles, tins, jerry cans, buckets and cartons of edible oil and ghee) on the **Installation Point**, reporting the number of units for each SKU produced in edible oil and ghee manufacturing facilities. It will then store the recorded data in a local server and transmit it to FBR's system.

FBR will access the data and should have access to an interactive dashboard. The user can filter by Product Type (SKU), time frame, and information of the company (e.g., site, Filling Line ID, or Packing Line). The user can analyze data and compare it to reported quantities by the manufacturer.

The solution comprises the following components:

a. Capture data: Industrial vision cameras will be employed to detect, count and identify the SKU of filled units at the Filling Line Outfeed and of cartons at the End-of-Line Packing Conveyor.

b. Ingest, transform and load data: Cameras will be connected to an Industrial PC (IPC), which will ingest the data collected and allocate it to a database with an associated timestamp. The IPC will perform data cleaning to remove duplicate or irrelevant entries (e.g., differentiating rejected, re-worked or empty packs from valid finished units, and avoiding double counting).

c. Store data: Database will be stored in IPC for a determined period (buffer storage). Video evidence shall be retained locally for at least 90 days on a rolling basis, and production count logs shall be retained for the entire authorization period and transmitted to FBR's system.

d. Connect data: Data will be securely published to an internet-based instance, such as a server or cloud-based application. Internet access will be provided by the manufacturing plant, and the system will incorporate cybersecurity features mandated by the FBR, including **VPN access**.

e. Visualize data: User-friendly interface will be provided with interactive buttons to enable filtering of data based on parameters such as time frame, Filling Line ID, or Product SKU.

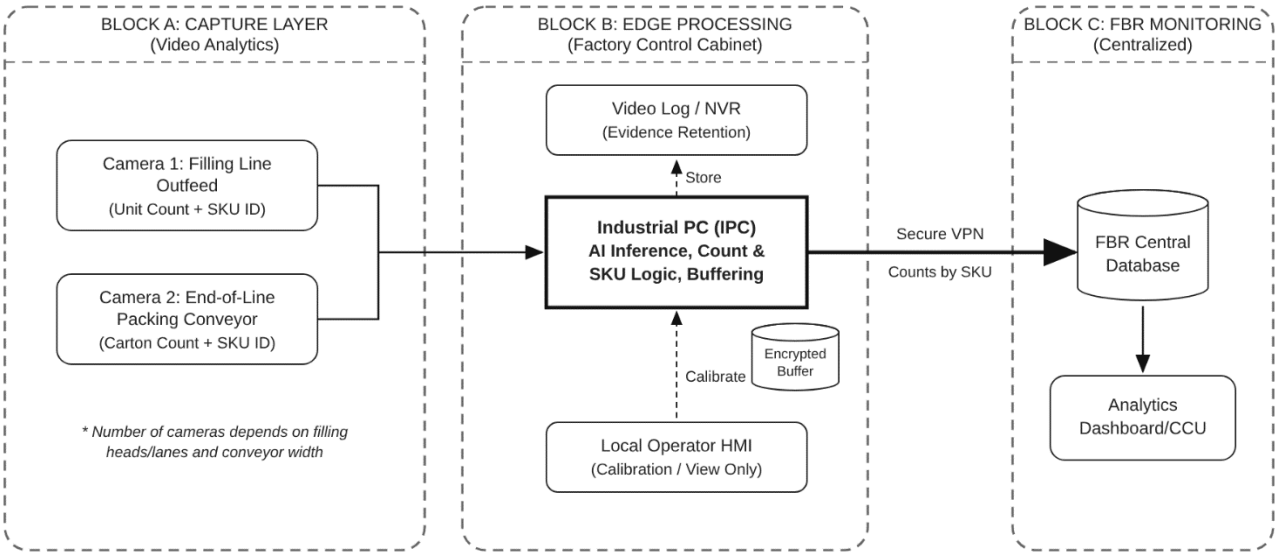

Figure A. High-level overview of technical architecture

Note: *The bidder may propose a fully integrated, turnkey solution where a single prime vendor assumes absolute accountability for the entire system lifecycle, from hardware deployment (cameras, IPCs) to final data transmission. Such proposed architecture must be a unified ecosystem seamlessly combining industrial-grade detection with secure software interfaces delivered as a ready-to-use package without heavy reliance on fragmented third-party dependencies. Bidders are required to demonstrate a holistic design that ensures data integrity from the* ***installation point*** *directly to the* ***FBR Dashboard****, providing a single point of responsibility for installation, integration, and maintenance.*

Hardware Components:

In order to achieve this, the solution at the manufacturer's location should have the following hardware components:

- **Capture Device:** Industrial Video Analytics Cameras. One or more cameras can be deployed depending on the number of filling heads/lanes or the width of the conveyor to ensure coverage of all production streams.
- **Electrical Cabinet:** A robust electrical cabinet, compliant with heavy industrial standards (e.g., IP65/IP66, protected against oil mist, humidity and wash-down, and equipped with Active Cooling/Air Conditioning to withstand ambient heat near hot-filling areas), houses essential components such as a power supply unit, industrial Ethernet switch, and at least one Industrial PC (IPC).

- **Workstation:** A dedicated workstation or table equipped with a mouse, keyboard, and screen enables users to calibrate the system, verify SKU identification, and perform operational tasks.

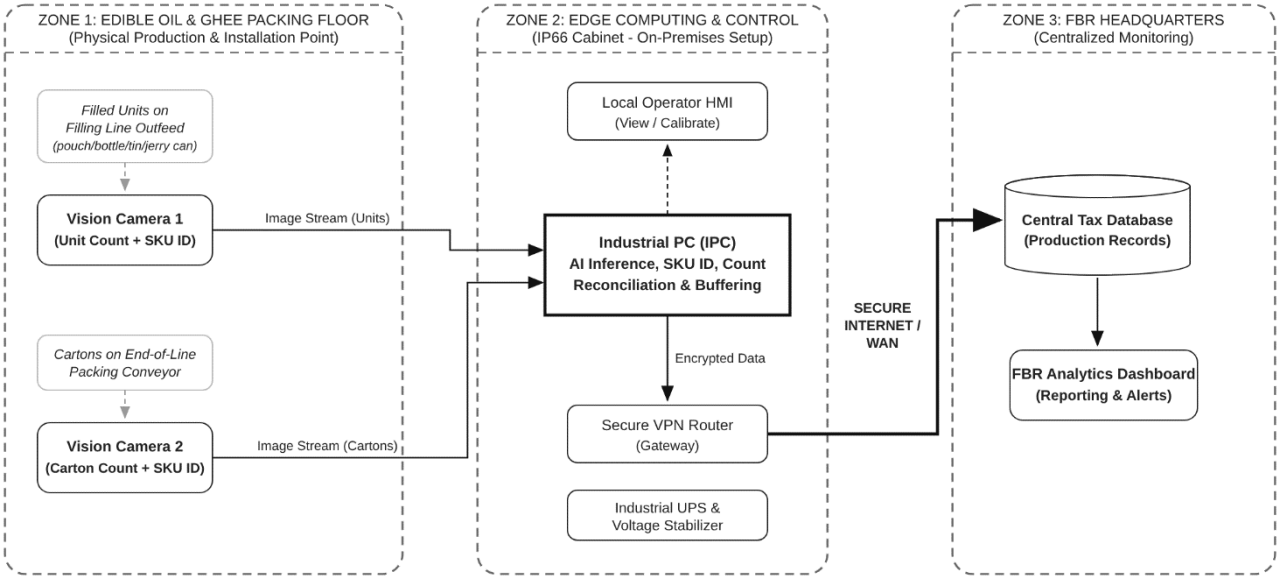

Figure B. High-level components diagram

The brands listed below are indicative to establish a standard of quality and durability expected in a heavy industrial environment. Bidders may propose equipment of **equivalent or higher industrial standards** (provided that it is cost-effective) from reputable international manufacturers.

Sr. No.	Component Category & Function	Indicative Brands (or Equivalent)
1	**Industrial Vision & Imaging Systems** *(For automated counting, SKU identification and optical character recognition (OCR) of packs and cartons on moving conveyors)*	

• **Cognex** (DataMan / In-Sight Series)

• **Keyence** (SR / IV Series)

	• **SICK** (Lector Series) • **Basler** (Ace Series) • **HikRobot** (MV Series)
02.	**Functional Performance Requirements of the Information System** i. The system must maintain an uptime of 99% on daily basis to ensure seamless real-time transfer of data from manufacturer to FBR for live production monitoring.
3.	**Related Information Technology Issues and Initiatives** i. A control center will be established in FBR which would have integrations with FBR specified/authorized monitoring, counting and computing devices present at all edible oil and ghee manufacturing facilities which would be running the software, storing the production count data and, sharing it with FBR via live integrations, allowing them to be documented on daily basis.
C. **Technical Specification**	
01.	**General Technical Requirements** **i. Language Support:** All information technologies must provide support for the English language. **ii. Dates:** All information technologies MUST properly display, calculate, and transmit date data. **iii. Electrical Power:** All active equipment must operate on 220v +/- 20v, 50Hz. For DC, power must be supplied by an industrial Power Supply Source. **iv. Environmental:** All equipment must comply with Heavy Industry standards. Specifically, jigs fixing the cameras (Vibration Dampening Mounts), cables, and enclosures must be heat-resistant and vibration-proof to withstand the operation of filling, capping and packing machines. The equipment must be robust enough to meet IP65/IP66 ratings (specifically providing protection against oil mist, humidity, steam and wash-down). Thermal shielding or Active Cooling must be provided for equipment installed near hot-filling areas, deodorizers or steam lines.
02.	**Computing Hardware Specifications** The hardware requirements outlined below are indicative specifications. The system should meet these specifications or provide equivalent alternatives. **Industrial PC Operating System Requirements** **Component** | **Requirement**

Operating System	Windows 11 Pro / Enterprise (64-bit) **or** Ubuntu Linux 22.04 LTS or newer. Must support GPU acceleration, long-term security updates, and industrial device drivers.
Processor (CPU)	Intel Core i7 / i9 (13th or 14th Gen) **or** Intel Xeon W / Scalable series. Equivalent AMD options: Ryzen 7 / Ryzen 9 or EPYC Embedded. Must support multi-core, multi-threaded parallel processing for video streams and AI workloads.
Graphics Processing Unit (GPU)	**Mandatory for Video Analytics**. NVIDIA GPUs only with CUDA support. Supported series include RTX A-Series (Ada), RTX 4000/5000/6000 Ada, or industrial/OEM RTX 30xx/40xx. Minimum 8–16 GB VRAM (scalable based on workload).
System Memory (RAM)	Minimum **32 GB DDR4 / DDR5**. RAM should be provisioned at **1.5× the peak application working set**. ECC RAM recommended for mission-critical deployments.
Storage	Minimum **1 TB NVMe SSD (PCIe Gen 3/4)**, industrial or enterprise-grade with high endurance (TBW rated).
Power Supply Unit (PSU)	Industrial-grade PSU rated at **minimum 125% (1.25×)** of total system power requirements. Efficiency rating **80 PLUS Gold or Platinum**. Surge and voltage fluctuation protection required.
Operating Duty	System must be rated for **24/7 continuous operation** in industrial environments.
Environmental & Mechanical (Recommended)	Industrial chassis with vibration resistance, controlled airflow or fanless design, wide operating temperature range, and rack-mount or DIN-rail options where applicable.
Equivalency Clause	Equivalent hardware may be proposed provided it meets or exceeds performance benchmarks, is commercially available, and is fully compatible with video analytics, AI inference, and edge processing workloads.

Additional requirements include:

1. Industrial switch: unmanaged switch speed with more than 5 ports
2. PoE injector or PoE switch: number of ports depending on number of cameras and requirements for it
3. Protective circuit breakers to protect against overcurrent and short circuit
4. Mandatory Industrial UPS and Voltage Stabilizers are required.

Capture Device (Camera) Requirements

Vendors must ensure the installed devices meet the following requirements:

1. Vision Cameras

- **Industrial Grade:** IP67 rated metal housing with M12 connectors (vibration proof).
- **Global Shutter:** Mandatory for capturing codes on moving conveyors without motion blur.

	• **Glare and Reflection Handling:** Cameras must reliably detect and identify glossy, transparent and reflective packaging (e.g., PET bottles, metallised pouches and tins). High-power integrated or external lighting (Red/White LED), with polarising filters where required, shall be provided. • **Resolution:** Minimum 5MP or higher, sufficient to identify the brand, pack size and printed text/codes on packs and cartons from the conveyor mounting height. • **Indicative Brands:** Cognex, Keyence, Basler, SICK, HikRobot.
03.	**Specific Technical Requirements – Network and Communication Specifications** 1. **Local Area Network:** Industrial Switches (Ethernet/IP, PROFINET), IP whitelisting. Cabling must use **heat-resistant** and armoured sheathing where necessary. 2. **Wide-Area Network:** IPC must be connected to the internet with REST API to reach external server/cloud. Cybersecurity best practices (VPN Tunnel, DMZ) must be ensured.
04.	**Software Specifications** • **General:** SQL (MySQL, PostgreSQL) for database. • **Business Application:** Interactive user-friendly interface (HTML/CSS or equivalent) to display production counts (units and cartons by SKU).
05.	**System Management, Administration, and Security Specifications** i. General Requirements: In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software components of the System, the System must also provide for the following management, administration, and security features at the overall system level. a. Technical management and troubleshooting b. User and usage administration ***c.*** Security
06.	**Service Specifications** **a. Training:** Professional training for factory staff and FBR officers on system operation, calibration for new product SKUs, and troubleshooting. **b. Technical Support:** Vendor shall provide support for at least 03 years. User support/hotline available 24 hours a day, 7 days a week; on-site support available 8 hours a day, 6 days a week. Vendor will replace faulty components without additional cost during the warranty period. **c. Post-deployment maintenance:** Immediate support for the first 3 months. Afterwards, planned support for adding new Product SKUs (e.g., new brands, pack sizes or pack types) and calibrating cameras.
07.	**Documentation Requirements** i. End user documents: ii. Technical Documents:

Documentation should be shared in paper (located in the electrical cabinet) and digital Documentation must cover the following:

a) User Manual
b) Electrical diagrams
c) Network diagrams
d) Mechanical drawings
e) Bill of Material: list of all components used, with manufacturer, part number, number of parts used
f) Datasheet of most relevant materials used
g) Spare parts and consumables (if needed)
h) Warranties

08. **Consumables and other recurrent cost items**

Vendors shall provide the details of all consumables and Other Recurrent Cost items as per the proposed solution.

Example of possible consumables and other recurrent cost items are:

- Costs for hosting the application online: cloud or server-based installation (specifically for storing production logs and dashboard analytics).
- Costs for software licenses: Integrated Development Environment (IDE) such as Visual Studio, AI/Computer Vision libraries, or database management tools. Nonetheless, it is highly recommended Open-source tools are used where possible.
- Costs for software licenses involving hardware: necessary software/firmware needed for developing and maintaining the different hardware such as Industrial Cameras.
- Costs for Operating System: Windows IoT/Professional license in installed machines (IPCs) or Windows Server for hosting the application.
- Costs for maintenance consumables: Industrial optical cleaning kits (specifically for camera lenses), protective lens covers or sacrificial windows (to shield cameras from oil mist and residue), replacement high-efficiency air filters for cooling cabinets (critical for blocking oil mist and dust), and desiccant packs (for humidity control inside IP-rated enclosures).

D. Technical Evaluation Criteria

01.

TECHNICAL EVALUATION CRITERIA

Sr. No.	Evaluation Metric	Evaluation Criteria	Maximum Marks	Supporting Documents
1	**Relevant Industrial Solution Deployment**	Proven deployment of **Production Monitoring, Counting, or Track & Trace Solutions** in *any* large-scale	**10**	Purchase Orders, Completion Certificates, Go-Live Letters from Industrial Clients.

			manufacturing industry (e.g., Steel, Cement, Automotive, FMCG, Pharma). • **2 or more live deployments** – 10 marks • **1 live deployment** – 5 marks • **No live deployment** – 0 marks		
	2	**Harsh Environment Capabilities**	Demonstrated experience of deploying hardware in **challenging industrial environments** characterized by heat, oil mist, vibration, or humidity. • **Proven experience in harsh environment** – 10 marks • **Experience in mild/controlled environment only** – 5 marks	**10**	Experience Certificates, Site Environmental Reports, or Project Details highlighting environmental challenges (IP ratings used).
	3	**End-to-End System Integration**	Practical capability to deliver the full stack, not just a hardware seller. Must demonstrate: • **Edge Processing** (IPCs/Controllers) • **Connectivity** (Industrial Networks/VPN) • **Centralized Reporting** (Dashboards/Databases) • **Third-Party Integration** (ERPs/Govt Systems)	**10**	Architecture Diagrams, Integration Case Studies, Software Stack Details.
	4	**Proposed Solution Ruggedness (Edible Oil & Ghee-Specific Design)**	Regardless of past experience, the **Solution Proposed for THIS Tender** must be engineered for the Edible Oil and Ghee Sector: • **Oil Mist & Wash-down Protection:** Enclosures must be specified as **IP65/IP66**. • **Heat Management:** Active cooling/fans specified for hot-filling areas. • **Vibration:** Shock mounts/industrial cabling specified. • **Maintenance:** Design includes lens air-purges or easy-clean mechanisms.	**20**	**Proposal Document:** Detailed Engineering Design, IP Specs of proposed gear, Bill of Materials, Cooling Strategy.

	5	**Implementation & Support Strategy**	Ability to deploy without stopping the factory and keep it running: • **Timeline:** Realistic installation schedule (during maintenance shutdowns). • **Consumables Supply:** Plan for supplying camera spares locally. • **SLA:** Committed response time (e.g., 4-hour on-site). • **Training:** Plan to train factory staff on cleaning lenses/aligning cameras.	**20**	Project Gantt Chart, Support Hierarchy, SLA Draft, Maintenance Schedule.
	6	**Stage-I POC Performance**	Performance of the bidder's solution in the Stage-I Proof of Concept (POC), as recorded in the Stage-I POC Evaluation Reports: • Counting accuracy • SKU identification accuracy • System stability and data transmission during the POC Marks shall be awarded by the Technical Evaluation Committee on the basis of the Stage-I POC Evaluation Reports.	**30**	Stage-I POC Evaluation Reports (ITB 1(13)/TDU/IR/2026).
		Grand Total	**Total Technical Evaluation Score**	**100 Marks**	

Upon submission of proposals, bidders will be evaluated based on the Technical Evaluation Criteria specified above. Vendors must achieve a minimum technical evaluation score of 70%. Any proposal that does not meet this minimum threshold will be considered non-compliant and will not be further considered in the bidding process

02. The Project Plan shall comprehensively address:

Project Organization and Management Plan

- Roles & Governance: Detailed structure of the project team, including the Project Manager, Technical Lead (Automation/Vision Specialist), and Site Engineers. Clear governance model defining communication channels with FBR and Factory Management.
- Escalation Matrix: Defined protocols for escalating issues during deployment (e.g., integration failures with filling or packing lines) and post-go-live support.

Equipment Details

- Comprehensive Bill of Materials (BoM) listing all proposed hardware, including Industrial Vision Cameras, Lighting and IPCs, with make, model, and datasheets, and the Environmental Protection Strategy (IP65/IP66 enclosures, positive-pressure systems, active cooling/heat shields near hot-filling areas).
- Environmental Protection Strategy: Specific technical measures to protect equipment against Oil Mist, Humidity and Wash-down (e.g., IP65/IP66 enclosures, positive pressure systems) and High Heat near hot-filling areas (e.g., active cooling fans, vortex coolers, or heat shields).

SKU Identification Sub-System

- Description of the data source and workflow used to identify brand, product type, pack size and pack type (visual recognition against the approved SKU master data and/or production-order integration), and the method and schedule for calibrating SKU identification and units-per-carton reconciliation.

Delivery and Installation Plan

- Timelines: A detailed Gantt chart outlining procurement, shipping, and installation phases, aligned with factory maintenance schedules to minimize production downtime.
- Dependencies: Clearly defined site requirements to be provided by the manufacturer, such as Stable Power Supply (UPS input), Compressed Air (for lens cleaning), and Civil Works (mounting gantries for cameras).

Disaster Recovery Plan

- Detailed disaster recovery plan which includes details of primary contact, response team, post-mortem analysis of incident, and plan for restoration of operations in case of an on-site disaster (including equipment survival after power surges).
- Detailed communication plan including disaster recovery calling tree with escalation levels and contacts information.
- Detailed activation criteria which include conditions or events that trigger the activation of the disaster recovery plan.
- Detailed recovery runbook which includes guidelines to follow to restore all operations for all components.
- Backup Procedures: Automated local data buffering on the Industrial PC (IPC) to ensure zero data loss during network outages (Store & Forward logic).
- Restoration Plans: Step-by-step protocols for system recovery following hardware failure (e.g., IPC replacement) or corruption, ensuring the integrity of production counts and video logs.
- Detailed backup and restoration procedures to ensure daily backups in place while ensuring minimal production disruption

Training Plan

- Calibration training for different edible oil and ghee SKUs (e.g., brands, pack sizes and pack types), in addition to standard operation, data analysis, and troubleshooting training.
- Include follow-up refresher sessions.

Pre-Commissioning and Operational Acceptance Testing Plan

- Testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning.
- Include criteria for Operational Acceptance (specifically verification of IP66 ratings and counting accuracy against filling machine counters or Physical Production Logs).

Warranty Service Plan

- Details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules.

Task, Time, and Resource Schedules

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

Post-Deployment Service Plan (if applicable)

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

Technical Support Plan

- 24/7 support infrastructure, escalation matrix.
- Availability of spare parts and maintenance procedures.

System Development Plan

- Detailed customization plan for the production monitoring solution proposed by the vendor, provided it meets the Technical evaluation criteria defined in Section V Scope of Work.
- Include integration with existing systems, data security protocols, and scalability provisions.

Compliance and Certification Plan

- Ensure adherence to relevant regulatory and security standards (e.g., PSQCA/IEC-Industrial Safety Standards).
- Provide documentation and timelines for obtaining all necessary certifications.

	Reporting and Monitoring Plan o Mechanism for regular progress updates to the FBR. o Include provisions for dashboards or analytics reports to monitor system performance.

	E. **Testing and Quality Assurance Requirements**
01.	**Inspections** i. The Stage-I Proof of Concept (POC) results of the qualified bidders shall be relied upon. No further POC or pre-award operational test shall be required in Stage II. The performance of the deployed System shall be verified through Operational Acceptance Testing after installation, in accordance with SCC 24.1. ii. The vendor shall be responsible for the safe and sound delivery of all hardware and other products as per the Purchase Order, at the FBR's designated locations as per Schedule within the timescales stated in the Purchase Order. iii. The 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. iv. The 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 the FBR to prove that the Product operate in accordance with the requirements of the FBR as per the Purchase Order and this Agreement. v. Should any inspected or tested Products fail to conform to the specifications as required by the FBR and as per the Purchase Order, the FBR may reject them and the Vendor shall either replace the rejected Products or make alterations necessary to meet specification requirements of the FBR at no cost to the FBR. vi. FBR may conduct Annual technical & compliance audit vii. FBR has the right to revoke authorization without compensation on regulatory breach viii. FBR may modify, suspend, or withdraw authorization in public interest without compensation.
02.	**Operational Acceptance Tests** i. Pursuant to GCC Clause 24 and related SCC clauses, the FBR (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance:

	The FBR, with the assistance of the Authorized Vendor, may conduct Operational Acceptance Testing following installation and commissioning to verify that the System and its Subsystems comply with the Technical Requirements, approved functional requirements, agreed Project Plan and applicable contractual performance requirements. • Production counting accuracy; • SKU identification and verification; • Unit-to-carton reconciliation logic; • Data transmission and latency; • Environmental/operational performance; • System availability/uptime; • Tamper and failure alerts; • Integration with FBR systems; and • Any other mandatory performance requirement specified in Section V.

SECTION VI: STANDARD FORMS

Form 1 Letter of Bid

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

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

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

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

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of bidding process*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

We hereby submit our Stage-II Bid comprising:
(a) the Revised 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 indicative price of equipment and related services required for one Installation Point, based on the technical and functional requirements specified in the Bidding Documents, 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*];

(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 15.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

(h) **Performance Guarantee**: If our Bid is accepted, we commit to obtain a performance guarantee in accordance with the bidding document;

(i) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member, and meet the requirements, other than Alternative Bids submitted in accordance with **ITB 17;**

(j) **Suspension and Debarment**: We, along with any of our, 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 *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ 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: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

1.2 Total annual volume of Supplies delivered *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*

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

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

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

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

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

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

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

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

1.7 Financial reports for the last *3* 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 FBR.

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

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

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

1.12 Statement of compliance with the requirements of ITB 3.4.

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

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each member 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** *[insert number] years, [insert in words]* **(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

Annual turnover data			
Year	**Currency**	**Exchange rate**	**PKR equivalent**
[indicate calendar year]	*[indicate currency]*		
		Average Annual Turnover *	

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

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 goods and services making the Information System 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]*

Software List

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

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.

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.			

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

Not Applicable

Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of FBR	
3.	FBR address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) ☐Prime Supplier ☐ Management Contractor ☐ Subcontractor ☐ 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 / Bid-Securing Declaration

Not applicable. No Bid Security or Bid Securing Declaration is required under this RFP (BDS 16.1).

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

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

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

		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Sales Tax Rules, 2006 (2) Form of Contract, (3) Special Conditions of Contract, (4) General Conditions of Contract, (5) Letter of Acceptance, (6) Certificate of Contract Commencement (7) Specifications (8) Contractor's Bid, and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	**Conditions Precedent**	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance guarantee in the form specified in the **SCC**. b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the 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 authorized vendor a certificate of Contract commencement, which shall confirm the start date.
4.	**Governing Language**	4.1	The Contract and all correspondence and documents relating to the contract exchanged by the Authorized Vendor and the FBR shall be written in the language specified in **SCC**. Subject to **GCC Clause 3.1**, the version of the Contract written in the specified language shall govern its interpretation.

5.	**Applicable Law and Effectiveness of the contract**	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
		5.2	The Contract shall be effective from the date specified in the SCC,
6.	**Country of Origin**	6.1	The origin of goods and services making information systems may be distinct from the nationality of the Authorized Vendor.
7.	**Scope of the Information System**	7.1	Unless otherwise expressly limited in the SCC or Technical Requirements, the Authorized Vendor'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 Authorized Vendors 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.
8.	**Authorized Vendor's Responsibilities**	8.1	The Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor relating to the System as at the date Seven (07) days prior to bid submission. The Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor's and Subcontractor's personnel and entry permits for all imported Authorized Vendor's Equipment. The Authorized Vendor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the FBR and that are necessary for the performance of the Contract.

		8.5	The Authorized Vendor 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 Authorized Vendor. The Authorized Vendor 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 Authorized Vendor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor shall permit the FBR and/or persons appointed by the FBR to inspect the Authorized Vendor's offices and/or the accounts and records of the Authorized Vendor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.
		8.9	Other Authorized Vendor responsibilities, if any, are as stated in the SCC.
9.	**FBR's Responsibility**	9.1	The FBR shall ensure the accuracy of all information and/or data to be supplied by the FBR to the Authorized Vendor, except when otherwise expressly stated in the Contract.

		9.2	The FBR shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 15) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 39.
		9.3	The FBR shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the solution.
		9.4	If requested by the Authorized Vendor, the FBR shall use its best endeavors to assist the Authorized Vendor 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 Authorized Vendor or Subcontractors or the personnel of the Authorized Vendor 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 Authorized Vendor, 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 Authorized Vendor 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 Authorized Vendor. Delay by the FBR may result in an appropriate extension of the Time for Operational Acceptance, at the Authorized Vendor's discretion

		9.7	Unless otherwise specified in the Contract or agreed upon by the FBR and the Authorized Vendor, the FBR shall provide sufficient, properly qualified operating and technical personnel, as required by the Authorized Vendor 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 Authorized Vendor 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. However, this shall not limit in any way the Authorized Vendor'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 Authorized Vendor elsewhere in the Contract.
		9.11	Other FBR responsibilities, if any, are as stated in the SCC.
10.	**Performance Guarantee**	10.1	The proceeds of the Performance Security (or Guarantee) shall be payable to the FBR as compensation for any loss resulting from the Authorized Vendor's failure to complete its obligations under the Contract.
		10.2	The Performance Guarantee shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the FBR; or b) A cashier's or certified check

		10.3	The performance guarantee will be discharged by the FBR and returned to the Authorized Vendor not later than thirty (30) days following the date of completion of the Authorized Vendor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.
11.	**Taxes and Duties**	11.1	In caase of a foreign Authorized Vendor, responsibility of taxes and duties will be agreed upon between the Vendor and Manufacturer.
		11.2	If any tax exemptions, reductions, allowances or privileges may be available to the Authorized Vendor in Pakistan the FBR shall use its best efforts to enable the Authorized Vendor to benefit from any such tax savings to the maximum allowable extent.
		11.3	A local Authorized Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the FBR.
12.	**Copy Rights**	12.1	The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
		12.2	The FBR agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by the FBR for use within the scope of the project of which the System is a part, in the event that the Authorized Vendor does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		12.3	The FBR's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC

		12.4	As applicable, the FBR's and Authorized Vendor'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 Authorized Vendor 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 Authorized Vendor shall ensure that the holder of a moral right in such an item does not assert it, and the Authorized Vendor shall, if requested to do so by the FBR, and where permitted by applicable law, ensure that the holder of such a moral right waives it.
		12.5	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are **specified in the SCC** and in **accordance with the SCC**

13.	**Software License Agreements**	13.1	Except to the extent that the Intellectual Property Rights in the Software vest in the FBR, the Authorized Vendor hereby grants to the FBR 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: a) be: (i) nonexclusive; (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 39; (iii) valid throughout the territory of the FBR's Country (or such other territory as specified in the SCC); and (iv) subject to additional restrictions (if any) as specified in the SCC. b) permit the Software to be: (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 Authorized Vendor's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup; (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Authorized Vendor's bid specifies a class of computer to which the license is restricted and unless the Authorized Vendor agrees otherwise in writing, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area

			network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; (iv) reproduced for safekeeping or backup purposes; (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; (vi) as specified in the SCC, disclosed to, and reproduced for use by, support service Authorized Vendors 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 (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.
		13.2	The Standard Software may be subject to audit by the Vendor, in accordance with the terms **specified in the SCC,** to verify compliance with the above license agreements.
14.	**Confidential Information**	14.1	Except if otherwise specified in the SCC, the "Receiving Party" (either the FBR or the Authorized Vendor) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
		14.2	For the purposes of GCC Clause 14.1, the Authorized Vendor is also deemed to be the Receiving Party of Confidential Information generated by the Authorized Vendor itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, Authorized Vendors, employees, or other contacts of the FBR or the FBR's use of the System.

		14.3	Notwithstanding GCC Clauses 14.1 and 142: (a) the Authorized Vendor may furnish to its Subcontractor Confidential Information of the FBR to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the FBR may furnish Confidential Information of the Authorized Vendor: (i) to its support service Authorized Vendors 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, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 14 as if that person were party to the Contract in place of the Receiving Party.
		14.4	The FBR shall not, without the Authorized Vendor's prior written consent, use any Confidential Information received from the Authorized Vendor for any purpose other than the operation, maintenance and further development of the System. Similarly, the Authorized Vendor 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.
		14.5	The obligation of a party under GCC Clauses 14.1 through 14.4 above, however, shall not apply to that information which: (a) now or hereafter enters the public domain through no fault of the Receiving Party; (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party; (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

		14.6	The above provisions of this GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		14.7	The provisions of this GCC Clause 14 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
15.	**Project Plan**	15.1	In close cooperation with the FBR and based on the Preliminary Project Plan included in the Authorized Vendor's bid, the Authorized Vendor shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements.
		15.2	The Authorized Vendor shall formally present to the FBR the Project Plan in accordance with the procedure specified in the SCC
		15.3	If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 33.
		15.4	The Authorized Vendor shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract
		15.5	The Progress and other reports **specified in the SCC** shall be prepared by the Authorized Vendor and submitted to the FBR in the format and frequency specified in the Technical Requirements.
16.	**Sub-contracting**	16.1	List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the FBR. If no Subcontractors are listed for an item, the Authorized Vendor shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Authorized Vendor may from time to time propose additions to or deletions from any such list. The Authorized Vendor 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 Authorized Vendor from any of its obligations, duties, or responsibilities under the Contract

		16.2	The Authorized Vendor may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 16.1. If the Authorized Vendor wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the FBR's prior approval under GCC Clause 16.3.
		16.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Authorized Vendor may employ such Subcontractors as it may select, provided: (i) the Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor as they are specified in GCC Clauses 16.1 and 16.2, in the SCC, or in Appendix of the Contract Agreement.
17.	**Procurement and Delivery**	17.1	Subject to related FBR's responsibilities pursuant to GCC Clause 9, the Authorized Vendor shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site
		17.2	Delivery of the Information Technologies, Materials, and other Goods shall be made by the Authorized Vendor in accordance with the Technical Requirements
		17.3	Early or partial deliveries require the explicit written consent of the FBR, which consent shall not be unreasonably withheld.
18.	**Transportation**	18.1	The Authorized Vendor 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 Authorized Vendor.

19.	**Documents**	19.1	Unless otherwise **specified in the SCC,** the Authorized Vendor will provide the FBR with shipping and other documents, as specified below; (i) For Goods supplied from outside the FBR's Country: Upon shipment, the Authorized Vendor shall notify the FBR and the insurance company contracted by the Authorized Vendor to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Authorized Vendor shall promptly send the following documents to the FBR by mail or courier, as appropriate, with a copy to the cargo insurance company: (a) two copies of the Authorized Vendor's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) certificate(s) of origin; and (d) estimated time and point of arrival in the FBR's Country and at the site. (ii) For Goods supplied locally (i.e., from within the FBR's country): Upon shipment, the Authorized Vendor shall notify the FBR by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Authorized Vendor shall promptly send the following documents to the FBR by mail or courier, as appropriate: (a) two copies of the Authorized Vendor's invoice showing the Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate(s) of origin; and (d) estimated time of arrival at the site.

			(iii)Customs Clearance (a) The FBR will bear responsibility for, and cost of, customs clearance into the FBR's country in accordance 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. (b) At the request of the FBR, the Authorized Vendor 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 Authorized Vendor: (c) the Authorized Vendor shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 24; the Contract Price shall be adjusted to compensate the Authorized Vendor for any additional storage charges that the Authorized Vendor may incur as a result of the delay.
20.	**Product Upgrades**	20.1	At any point during performance of the Contract, should technological advances be introduced by the Authorized Vendor for Information Technologies originally offered by the Authorized Vendor in its bid and still to be delivered, the Authorized Vendor shall be obligated to offer to the FBR the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
		20.2	At any point during performance of the Contract, for Information Technologies still to be delivered, the Authorized Vendor will also pass on to the FBR any additional and/or improved support and facilities that it offers to other clients of the Authorized Vendor in the FBR's Country.

		20.3	During performance of the Contract, the Authorized Vendor 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 Authorized Vendor to other clients of the Authorized Vendor 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 Authorized Vendor in the Recurrent Costs tables in its bid.
21.	**Inspections and Test**	21.1	The FBR or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the FBR.
		21.2	The inspections and tests may be conducted on the premises of the edible oil and ghee manufacturing facility or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Authorized Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the FBR.
		21.3	Should any inspected or tested component fail to conform to the Specifications, the FBR may reject the component, and the Authorized Vendor shall replace the rejected component to meet specification requirements free of cost to the FBR.
		21.4	The FBR's right to inspect, test and, where necessary, reject component after deployment of shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the FBR.
		21.5	If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

22.	**Installation of the System**	22.1	After the purchase order, as soon as the System, or any Subsystem, has, in the opinion of the Authorized Vendor, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with in accordance with the Technical Requirements, the SCC, the Agreed and Finalized Project Plan and applicable contractual requirements, the Vendor shall so notify the FBR in writing
		22.2	The Project Manager shall, within fourteen (14) days after receipt of the Authorized Vendor's notice under GCC Clause 22.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 24.1), has achieved Installation by the date of the Authorized Vendor's notice under GCC Clause 22.1, or notify the Authorized Vendor 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 Authorized Vendor shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Authorized Vendor of. The Authorized Vendor shall then promptly carry out retesting of the System or Subsystem and, when in the Authorized Vendor's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the FBR in writing, in accordance with GCC Clause 22.1. The procedure set out in this GCC Clause 22.2 shall be repeated, as necessary, until an Installation Certificate is issued.
		22.3	If the Project Director fails to issue the Installation Certificate and fails to inform the Authorized Vendor of any defects and/or deficiencies within fourteen (14) days after receipt of the Authorized Vendor's notice under GCC Clause 22.1, or if the FBR puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Authorized Vendor's notice or repeated notice, or when the FBR put the System into production operation, as the case may be.

23.	**Commissioning**	23.1	Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 24.1) shall be commenced by the Authorized Vendor: (a) immediately after the Installation Certificate is issued by the Project Director, pursuant to GCC Clause 22.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 22.3.
		23.2	The FBR shall supply the operating and technical personnel and all materials and information reasonably required to enable the Authorized Vendor 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
24.	**Operational Acceptance Tests**	24.1	The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the FBR (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Authorized Vendor 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 Authorized Vendor'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. At the FBR's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

		24.2	If for reasons attributable to the FBR, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 24.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the FBR and the Authorized Vendor, the Authorized Vendor shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan.
25.	**Operational Acceptance**	25.1	Subject to GCC Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the FBR within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 24.2 above; or c) the FBR has put the System into operation or use for sixty (60) consecutive days. If the System is put into operation or use in this manner, the Authorized Vendor shall notify the FBR and document such use
		25.2	At any time after any of the events set out in GCC Clause 25.1 have occurred, the Authorized Vendor may give a notice to the Project Director requesting the issue of an Operational Acceptance Certificate.
		25.3	After consultation with the FBR, and within fourteen (14) days after receipt of the Authorized Vendor's notice, the Project Director shall: (a) issue an Operational Acceptance Certificate; or (b) notify the Authorized Vendor in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 25.1 (b) arises.

		25.4	The Authorized Vendor 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 Authorized Vendor of. Once such remedies have been made by the Authorized Vendor, the Authorized Vendor shall notify the FBR, and the FBR, with the full cooperation of the Authorized Vendor, 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 Authorized Vendor shall notify the FBR of its request for Operational Acceptance Certification, in accordance with GCC Clause 25.3. The FBR shall then issue to the Authorized Vendor the Operational Acceptance Certification in accordance with GCC Clause 25.3 (a), or shall notify the Authorized Vendor of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 25.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
		25.5	If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 24.1, then either: (a) the FBR may consider terminating the Contract, pursuant to GCC Clause 39; or (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 Authorized Vendor shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.
		25.6	If within fourteen (14) days after receipt of the Authorized Vendor's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Authorized Vendor in writing of the justifiable reasons why the Project Director has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Authorized Vendor's said notice

26.	**Partial Acceptance**	26.1	If so specified in the SCC for GCC Clause 24.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 26.2
		26.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 26.1 shall not relieve the Authorized Vendor of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 25.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		26.3	In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Authorized Vendor shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the FBR or Authorized Vendor.
27.	**Warranty/ Defect Liability Period**	27.1	This warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall remain valid for a period specified in the **SCC.**
		27.2	The FBR shall promptly notify the Authorized Vendor in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

27.		27.3	Upon receipt of notice during the period of approval, the Authorized Vendor 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 Authorized Vendor 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 Authorized Vendor shall remain the property of the Authorized Vendor
		27.4	If the Authorized Vendor, 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 Authorized Vendor's risk and expense and without prejudice to any other rights which the FBR may have against the Authorized Vendor under the Contract.
28.	**Intellectual Property Rights Indemnity**	28.1	The Authorized Vendor 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: (a) installation of the System by the Authorized Vendor or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Authorized Vendor in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the FBR's breach of GCC Clause 28.2.
		28.2	Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Authorized Vendor, where the infringement arises because of such association or combination and not because of use of the System in its own right.

		28.3	Such indemnities shall also not apply if any claim of infringement: (a) is asserted by a parent, subsidiary, or affiliate of the FBR's organization; (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 Authorized Vendor's Bid; or (c) results from the alteration of the System, including the Materials, by the FBR or any persons other than the Authorized Vendor or a person authorized by the Authorized Vendor
29.	**Insurance**	29.1	Insurance details are to be agreed upon between the vendor and manufacturer
30.	**Limitation of Liability**	3201	Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: (a) the Authorized Vendor 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 Authorized Vendor to pay liquidated damages to the FBR; and (b) the aggregate liability of the Authorized Vendor 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 Authorized Vendor to indemnify the FBR with respect to intellectual property rights infringement (c) Provided that Limitation of liability shall not apply to fraud, willful misconduct, data tampering, breach of confidentiality, or loss of revenue attributable to system failure or manipulation.

31.	**Related Services**	31.1	The Authorized Vendor 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 Authorized Vendor of any warranty obligations under this Contract; and e.) Training of the FBR's personnel, at the Authorized Vendor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.
32.	**Change Orders**	32.1	The FBR may at any time, by a written order given to the Authorized Vendor**,** make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications; b) The Services to be provided by the Authorized Vendor.
		32.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Authorized Vendor'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 Authorized Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Authorized Vendor's receipt of the FBR change order.
33.	**Contract Amendments**	33.1	Subject to **GCC Clause 32**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34.	**Assignment**	34.1	Neither the FBR nor the Authorized Vendor shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
35.	**Sub-contracts**	35.1	Sub-Contracting is not allowed.
36.	**Delays in the Supplier's Performance**	36.1	Delivery of the Goods and performance of Services making Information system shall be made by the Authorized Vendor in accordance with the time schedule prescribed by the FBR in the Schedule of Requirements.
		36.2	If at any time during performance of the Contract, the Authorized Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Authorized Vendor 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 Authorized Vendor's notice, the FBR shall evaluate the situation and may at its discretion extend the Authorized Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		36.3	Except as provided under **GCC Clause 39**, a delay by the Authorized Vendor in the performance of its delivery obligations shall render the Authorized Vendor liable to the imposition of liquidated damages pursuant to **GCC Clause 37**, unless an extension of time is agreed upon pursuant to **GCC Clause 36.2** without the application of liquidated damages.
37.	**Liquidated Damages**	37.1	Subject to **GCC Clause 39**, if the Authorized Vendor 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 **SCC** until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the FBR may consider termination of the Contract pursuant to **GCC Clause 38.**
38.	**Termination for Default**	38.1	The FBR or the Authorized Vendor, 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.

		38.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Authorized Vendor 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 Authorized Vendor fails to perform any other obligation(s) under the Contract; c) Authorized Vendor's failure to submit performance security (or guarantee) within the time stipulated in the **SCC;** d) the Authorized Vendor has abandoned or repudiated the contract. e) the FBR or the Authorized Vendor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) the FBR gives Notice that the production monitoring solution deployed with a defect is a fundamental breach of Contract and the Authorized Vendor fails to correct it within a reasonable period of time determined by the FBR; and g) if the FBR determines, based on the reasonable evidence, that the Authorized Vendor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. h) FBR inter alia, has the right of immediate **administrative de-authorization** in cases of fraudulent activites/practices not limited to the following: **i. Immediate Termination Triggers upon the following:** • Data tampering • Accuracy manipulation • Security breach

			• Aiding tax evasion "FBR may terminate with immediate effect without cure period." **ii. Suspension Pending Investigation** "FBR may suspend operations during inquiry without liability." **iii. Ordinary Termination** • For convenience, policy change, or restructuring
		38.3	For the purpose of this clause: **"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		38.4	In the event the FBR terminates the Contract in whole or in part, pursuant to **GCC Clause 24.1,** the FBR may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Authorized Vendor shall be liable to the FBR for any excess costs for such similar Goods or Services. However, the Authorized Vendor shall continue performance of the Contract to the extent not terminated.
39.	**Termination for Force Majeure**	39.1	Notwithstanding the provisions of **GCC Clauses 36, 37**, **and 38,** 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

		39.2	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 Authorized Vendor 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.
40.	**Termination for Insolvency**	40.1	The FBR may at any time terminate the Contract by giving written notice to the Authorized Vendor if the Authorized Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Authorized Vendor, 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.
41.	**Termination for Convenience**	41.1	The FBR, by written notice sent to the Authorized Vendor, 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.
42.	**Transfer of Ownership**	42.1	a) The ownership of the Information Technologies and other Goods shall be transferred to the FBR at the time of Deployment or otherwise under terms that may be agreed upon and specified in the Contract Agreement. b) All data, metadata, logs, and analytics outputs are sole property of FBR c) Vendor shall provide full data, documentation, credentials, and reasonable transition support upon termination at no additional cost
		42.2	Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 12 (Copyright) and any elaboration in the Technical Requirements

43.	**Disputes Resolution**	43.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		43.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
44.	**Procedure for Disputes Resolution**	44.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.
		44.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		44.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the **SCC**.
45.	**Replacement of Arbitrator**	45.1	Should the Arbitrator resign or die, or should the FBR and the Authorized Vendor agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
46.	**Notices**	46.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
		46.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1(j)	The FBR is: Federal Board of Revenue
2.	1.1	The Vendor is Authorized Vendor The Client / Manufacturer is Taxpayer – Edible Oil / Ghee Manufacturer.
3.	1.1(q)	The title of the subject procurement or The Project is: AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN EDIBLE OIL AND GHEE SECTOR.
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: ***English***
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the ***Land***
	5.2	The Contract shall be effective from the date ***of Acceptance***
		Country of Origin (GCC 6)
6.	6.1	The Goods may originate from any eligible country as specified in Section IV (Eligible Countries).
		Scope of the System (GCC 7)
7.	7.1	The Scope of the System is to implement an end-to-end production monitoring and counting system (including software, hardware, and integration) utilizing AI-Based Video Analytics proposed by the vendor, provided it meets the Technical Evaluation Criteria and all mandatory technical and functional requirements defined in Section V

		– Scope of Work, across edible oil and ghee manufacturing facilities in Pakistan to accurately monitor the production and to prevent underreporting by manufacturers.
Vendor Responsibilities (GCC 8)		
8.	8.1	**The vendor shall have the following additional responsibilities:** **Compliance with Security Standards:** • The vendor shall submit a security certificate ensuring that the production monitoring and counting system (AI-Based Video Analytics) and all IT/OT equipment provided is free from any hidden backdoors, vulnerabilities, or other exploitable flaws (specifically regarding firmware in industrial cameras and edge processing units). This certificate should be issued by an accredited organization or certified third party. **Evaluation Certification:** • The Vendor shall ensure that all IT/security solutions and equipment provided are certified through a **formal evaluation process** as per the required specifications outlined by FBR. This certification must be submitted at the time of system acceptance. **Inspection and Acceptance:** • The vendor shall facilitate inspection of all provided hardware and software components by the designated FBR team to ensure compliance with specifications (particularly regarding heat resistance and industrial ruggedness). This includes: • Production Monitoring Device (Industrial Video Analytics Camera) • Industrial PC (Ruggedized, Fan-less, and capable of Edge Processing) • Protective Hardware (Thermal Housings, Heat Shields, and Vibration Dampening Mounts) • Peripherals (Industrial-grade Mouse, Keyboard, Screen) • Power Infrastructure (Industrial UPS, Voltage Stabilizer, and Power Supply Unit) • Network Hardware (Industrial Ethernet Switch and Shielded/Armored Cabling) • Electrical Cabinet (IP66/NEMA 4X rated with Active Cooling System)

		• Application with a user-friendly interface (Dashboard/Analytics) **PTA-Approved Equipment:** • If applicable, all equipment, products, or solutions proposed by the vendor must be **PTA-approved** and comply with local telecommunication standards. **Adherence to Specifications:** The vendor shall adhere to the detailed specifications provided by FBR for all system components. The specifications include, but are not limited to: • Accuracy of 99% or higher in counting and identifying (e.g., SKU recognition or Unique ID verification) the entire production (minimum 95% required); • Minimum detection and processing rate in line with the highest capacity Edible Oil and Ghee Manufacturing Plant in Pakistan (i.e., capable of tracking units on high-speed filling lines and cartons on end-of-line packing conveyors); • Required storage capacities for Industrial PCs (IPC), Local Servers, and Video Logs (if Video Analytics is used) to ensure data retention during network outages (specifically ensuring the integrity of count logs, video logs and timestamps). • Retention of video evidence for at least 90 days on a rolling basis, and of production count logs for the entire authorization period; • Integration of local and remote servers with internet-based applications and FBR's centralized dashboard for real-time monitoring.
FBR's Responsibilities (GCC 9)		
9.	9.1	**The FBR shall have the following additional responsibilities:** • Ensure site access for installation and operationalization of the production monitoring and counting system (AI-Based Video Analytics), provided it meets the Technical evaluation criteria defined in Section V Scope of Work and is more cost-effective than the standard monitoring solution.

		• Approve submitted designs and specifications in a timely manner. • Assign a focal point for vendor coordination and project communication.
Price		
10.		The final pricing terms and conditions will be agreed upon between the Manufacturer and the Vendor. To ensure affordability and ease of adoption, vendors may offer flexible payment structures, including: • Phased or instalment-based payments to reduce the financial burden on taxpayers. • Competitive pricing and potential discounts for long-term commitments. • Flexible terms that accommodate affordability without compromising system integrity.
Payment		
11.		**Payment for Goods supplied from abroad:** The payment terms and conditions for goods supplied from abroad will be agreed upon between the manufacturer and the vendor
12.		**Payment for Goods and Services supplied from within Pakistan:** The payment terms and conditions for goods from supplied within Pakistan will be agreed upon between the manufacturer and the vendor
13.		The overall pricing terms and conditions will be agreed upon between the manufacturer and the vendor Notwithstanding that the pricing and payment terms are to be agreed between the Manufacturer and the Authorized Vendor, FBR reserves the right, at its discretion, to instruct the Manufacturer to withhold such percentage of the contract value payable to the Authorized Vendor as FBR may specify, until FBR's Track & Trace Project Office is satisfied, after calibration of the System, with the accuracy of the production data reported by the System. The modalities of retention and

		release shall be notified by FBR. This provision is without prejudice to the Operational Acceptance Testing under SCC 24.1.
Performance Guarantee (GCC 10)		
14.	10.1	The amount of performance guarantee, shall be PKR 5,000,000. The bank guarantee shall be valid for entire duration of the authorization and shall be cashable in case of violation of these rules or terms of authorization.
15.	10.4	After delivery and acceptance of the Information System, the Performance Guarantee shall be withheld during the period of authorization to cover the Authorized Vendor's warranty obligations in accordance with **GCC Clause 27.**
Taxes and Duties (GCC 11)		
16.	11.	The quoted rates shall be inclusive of all applicable taxes that will be administered
Copy Rights (GCC 12)		
17.	12.3	FBR may assign, license, or otherwise voluntarily transfer its contractual rights to use the Standard Software or elements of the Standard Software, without the Authorized Vendor's prior written consent, under the following circumstances: FBR will be the sole owner of all the customized software, its components, and associated materials, with unrestricted rights to use, modify, and integrate these into its systems. However, the vendor may not transfer, assign, or sublicense proprietary elements, middleware, or any other components in any circumstance
18.	12.4	a) FBR will be the sole Owner for all the customized software or its components and materials and have all the rights on the system. b) All data, metadata, logs, and analytics outputs are sole property of FBR c) Vendor shall provide full data, documentation, credentials, and reasonable transition support upon termination at no additional cost
19.	12.5	No software escrow contract is required for the execution of the Contract

Software License Validity (GCC 13)		
20.	13.1 (a)(iii)	The Standard Software license shall be valid throughout the territory of Pakistan or any region administered by the federal government.
21.	13.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions: none.
22.	13.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer
23.	13.1(b)(vii)	N/A
24.	13.1(b)(vii)	In addition to the persons specified in GCC Clause 11.1 (b) (vi), the Software may be disclosed to, and reproduced for use by FBR of its subsidiary subject to the same restrictions as are set forth in this Contract.
Confidential Information (GCC 14)		
25.	14.1	There are no modifications to the confidentiality terms expressed in GCC Clause 14.1
26.	14.7	The provisions of this GCC Clause 14 shall survive the termination, for whatever reason, of the Contract for **[the period specified in the GCC)**
Project Plan (GCC 15)		
27.	15.1	The Project Plan shall comprehensively address the following: **Project Organization:** Roles, governance, escalation. **Equipment Details:** Specs, brands, quantities, and **Heat Dissipation Strategy**. **Delivery & Installation:** Timelines, dependencies (power/civil works). **Disaster Recovery:** Backup procedures, restoration plans. **Training & Support:** Modules for staff, 24/7 support matrix.

		Project Organization and Management Plan o Define the roles, responsibilities, and governance structure for effective project execution. o Include escalation pathways and points of contact for smooth communication and issue resolution. **Equipment Details** o Detailed specifications, quantities, and brands of all equipment being used to deploy the system (including hardware, software, protective enclosures, and vibration mounts). o Heat Dissipation & Environmental Protection Strategy: Detailed methodology on how the equipment will maintain operational temperature and cleanliness in an Edible Oil and Ghee Manufacturing environment (specifically addressing high ambient heat near hot-filling areas and the ingress of oil mist, humidity and wash-down water, e.g., using active cooling, positive pressure air purging, or heat shielding). o Indicative price of deploying the production monitoring and counting system (AI-Based Video Analytics) proposed by the vendor, provided it meets both the Technical Evaluation Criteria and mandatory technical and functional requirements defined in Section V – Scope of Work and is more cost-effective than the standard solution, on one production line (e.g., one filling line together with its end-of-line packing conveyor). **Delivery and Installation Plan** o Detailed timelines and logistics for delivering and installing all components of the monitoring system. o Specify dependencies (e.g., factory/facility shutdown schedules, on-site readiness, power, and connectivity requirements).' **Disaster Recovery Plan** o Detailed disaster recovery plan which includes details of primary contact, response team, post-mortem analysis of incident, and plan for restoration of

		operations in case of an on-site disaster (including equipment survival after power surges). o Detailed communication plan including disaster recovery calling tree with escalation levels and contacts information. o Detailed activation criteria which include conditions or events that trigger the activation of the disaster recovery plan. o Detailed recovery runbook which includes guidelines to follow to restore all operations for all components. o Detailed backup and restoration procedures to ensure daily backups in place while ensuring minimal production disruption **Training Plan** o Comprehensive training modules for the FBR and Edible Oil and Ghee Factory staff covering system operation, calibration for different edible oil and ghee SKUs (e.g., brands, pack sizes and pack types), data analysis, and troubleshooting. Include follow-up refresher sessions. **Pre-Commissioning and Operational Acceptance Testing Plan** o Testing protocols to validate system functionality, integration, and compliance with performance benchmarks prior to commissioning. o Include criteria for Operational Acceptance (specifically verification of IP66 ratings and counting accuracy against filling machine counters or Physical Production Logs). **Warranty Service Plan** o Details of warranty coverage, including response times, replacement policies, and periodic maintenance schedules. **Hardware Warranty:** The Supplier/Contractor shall provide a comprehensive warranty, 24/7 remote support, and next-business-day part replacement (subject to safe site access) for all hardware equipment supplied under this Contract for a period of five (05) years from the date of Final

		Acceptance/Commissioning. The hardware warranty shall cover defects in materials and workmanship (specifically ensuring resilience against heat, conductive dust, and vibration), and shall include repair or replacement (including parts, labor, and logistics) backed by OEM support. **Note:** This warranty explicitly excludes "Maintenance Consumables" (e.g., sacrificial viewport glass, air filters, and external cabling exposed to direct oil splash or wash-down) which shall be replaced under the standard maintenance schedule. o **Software and Services Warranty:** The Supplier/Contractor shall provide a warranty for all software, configurations, integrations, and services delivered under this Contract for a period of three (03) years from the date of Final Acceptance/Commissioning. During this period, the Supplier/Contractor shall rectify, at no additional cost, any defects, bugs, performance issues, or non-conformities identified in the delivered solution (including logic errors in distinguishing valid production from scrap/waste). o **Task, Time, and Resource Schedules** o A Gantt chart or similar representation of key tasks, milestones, and associated timelines. o Resource allocation details (e.g., personnel, equipment). **Post-Deployment Service Plan (if applicable)** o Outline post-deployment service provisions, including options for extending support agreements. **Technical Support Plan** o 24/7 support infrastructure, escalation matrix. o Availability of spare parts and maintenance procedures. **System Development Plan** o Detailed customization plan for the production monitoring solution proposed by the vendor, provided it meets the Technical evaluation criteria defined in Section V Scope of Work.

		○ Include integration with existing systems, data security protocols, and scalability provisions. **Compliance and Certification Plan** ○ Ensure adherence to relevant regulatory and security standards (e.g., PSQCA/IEC-Industrial Safety Standards). ○ Provide documentation and timelines for obtaining all necessary certifications. **Reporting and Monitoring Plan** ○ Mechanism for regular progress updates to the FBR. ○ Include provisions for dashboards or analytics reports to monitor system performance.
28.	15.2	The project plan shall be submitted along with the bidding documents.
29.	15.5	The Authorized Vendor shall submit to the FBR the following reports: (a) **Progress Reports** • **Results Accomplished:** Summary of activities completed during the prior period. • **Deviations:** Cumulative variances from the planned schedule of milestones specified in the Project Plan. • **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 the 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.

<table>
<tr><td></td><td></td><td>(d) Performance Reports

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

Note: Authorized Vendor must provide any additional report required.

Example Progress Report Table:

<table>
<tr><th>Milestone</th><th>Planned Completion Date</th><th>Actual Completion Date</th><th>Deviation</th><th>Corrective Action</th></tr>
<tr><td>[Milestone 1]</td><td>[Date]</td><td>[Date]</td><td>[Details]</td><td>[Details]</td></tr>
</table></td></tr>
<tr><td colspan="3">Sub-Contracting (GCC 16)</td></tr>
<tr><td>30.</td><td>16.1</td><td>There are no Special Conditions of Contract applicable to GCC Clause 16.</td></tr>
<tr><td colspan="3">Transportation (GCC 17)</td></tr>
<tr><td>31.</td><td>17.1</td><td>The Authorized Vendor shall be free to use transportation through carriers registered in any eligible country and shall obtain insurance from any eligible source country.</td></tr>
<tr><td colspan="3">Documents (GCC 19)</td></tr>
<tr><td>32.</td><td>19.1</td><td>The Documents specified in GCC 19 are not applicable for this bid.</td></tr>
</table>

Products Upgrade (GCC 20)		
33.	20.1	The Authorized Vendor shall provide the FBR with all new versions, releases, and updates to all Standard Software during the Warranty Period, for free, as specified in the GCC
Inspections and Tests (GCC 21)		

34.	21.1	The FBR (PA) shall specify and assign an inspection body responsible for conducting audits of the installed equipment.
		
		The inspection body shall:
		
		• Verify compliance with all technical specifications listed in the contract, including operational efficiency, durability, and adherence to safety standards.
		• Conduct inspections at the installation site, including:
		  o Functionality tests
		  o Quality assessments
		  o Operational readiness verification
		• Provide detailed reports of inspections, highlighting any deviations or issues that require corrective actions.
		
		□ The Authorized Vendor shall facilitate the inspection process by granting the specified inspection body access to all relevant equipment, documentation, and personnel as needed.
		□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 the FBR before final approval.
		□The FBR reserves the right to direct or conduct additional inspections, through its own personnel or an assigned inspection body, to ensure full compliance.
		
		□ FBR must have **absolute audit rights including the following:**
		
		• Physical inspection of devices
		• Source code / algorithm review (under NDA)
		• Log extraction
		• Third-party forensic audits
		
		"Audit rights shall prevail over confidentiality and IP claims."

Installations (GCC 22)		
35.	22.1	There are no Special Conditions of Contract applicable to GCC Clause 22
Operational Acceptance Test (GCC 24)		
36.	24.1	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 the FBR). This ensures independent and unbiased compliance validation. **Test Definition:** The inspection body shall clearly outline: • The systems or subsystems to be tested. • The specific tests and procedures to be followed. • The criteria for acceptance, aligned with the technical specifications. **Compliance Scope:** Tests should verify: • Functionality and operational readiness of the system. • Compliance with safety, technical, and contractual requirements. • Robustness and fault tolerance under predefined conditions. **Test Results and Reporting:** The inspection body will: • Document the results of each test. • Highlight discrepancies or issues that require rectification. • Provide final approval for system acceptance upon successful compliance.
Defect Liability (GCC 27)		
37.	27.1	The authorized vendor shall be responsible for fixing any fault identified in Authorized Vendor's provided hardware or software and replacement of faulty components without any additional cost.

38.	27.3	During the Warranty Period, the Authorized Vendor must commence the work necessary to remedy defects or damage within *24 hours* of notification
Intellectual Property Rights Indemnity		
39.	28.1	The FBR shall be the owner of the Information system, software and hardware solution provided by the Authorized Vendor.
Related Services (GCC Clause 31)		
40.	31.1	Related services to be provided are: [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 Authorized Vendor shall be included in the Contract Price.]
Change Orders (GCC 32)		
41.	32.1	There are no Special Conditions of Contract applicable to GCC Clause 32.
Assignment (GCC 34)		
42.	34.1	Contract cannot be assigned without written prior consent
Liquidated Damages (GCC Clause 37)		
43.	37.1	**Scope of Penalty Application:** • The authorized vendor(s) must implement the agreed solution across all committed manufacturing facilities within the specified timeline as outlined in the Project Plan. • Failure to implement the solution in any committed site within the agreed timeframe will result in the following penalties. □ **Liquidated Damages:** • **Rate:** A penalty of 0.2% of the total performance guarantee per day of non-compliance for each affected site.

		• **Maximum Deduction:** The cumulative penalty shall not exceed the value of the performance guarantee submitted by the vendor.
		
		Escalation of Non-Compliance:
		
		• If the delay or failure extends beyond 30 days, the FBR reserves the right to:
		  o Terminate the contract as per GCC Clause 40.
		  o Invoke the performance guarantee to recover damages and initiate reallocation of the project to alternate Authorized Vendors.
		
		Grace Period and Exceptions:
		
		• A grace period of 5 working days may be provided under exceptional circumstances upon prior written approval from the FBR.
		• No penalties shall be applied in cases where the delay is caused by factors beyond the vendor's control, provided the vendor notifies the FBR in writing within 48 hours of identifying the issue.
		• **Service Level Penalties (after Operational Acceptance):**
		• Where, after Operational Acceptance, (a) system uptime falls below 99% in any calendar month, or (b) the accuracy of the reported production data falls below the required level in any verification by FBR, and the deficiency is not rectified within 7 days of FBR's written notice, a penalty of 0.1% of the performance guarantee per day per affected production line shall be deducted from the performance guarantee, subject to the maximum deduction specified above. Repeated failure may lead to suspension or revocation of the authorization.
		
		Enforcement Mechanism:
		
		• The penalty will be calculated and deducted from the performance guarantee. Where the amount of penalty is not recoverable fully in manner above, the procurement agency would serve upon the authorized vendor a notice in writing requiring to make the payment within 30 days
		• Any disputes regarding the imposition of penalties shall follow the Procedure for Dispute Resolution (GCC Clause 45).

Procedure for Dispute Resolution (GCC Clause 43)		
44.	43.1	**Dispute Resolution** **(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider</u>:** If the Authorized Vendor 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 the International Chamber of Commerce (ICC). These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 1. If any dispute of any kind whatsoever shall arise between the FBR and the Authorized Vendor 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 deployment 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. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both the parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in - English language.

		4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the FBR shall pay the Authorized Vendor any monies due to the Authorized Vendor.
Notices (GCC Clause 46)		
45.	46.1	— FBR's address for notice purposes: **Room 506, Fifth Floor, FBR House, Constitution Avenue, G-5, Islamabad** —Authorized Vendor's address for notice purposes:

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name and address of FBR]* of Pakistan (hereinafter called "the FBR") 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 submitted by the Bidder;
    (c) the Schedule of Requirements;
    (d) the Technical Specifications;
    (e) the General Conditions of Contract;
    (f) the Special Conditions of the Contract;
    (g) the FBR's Letter of Acceptance; and
    (h) [*add here: any other documents*]

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: *[name of FBR]*

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

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

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

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Integrity Pact

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

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

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

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

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

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

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

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

_____	_____
[Buyer]	[Seller/Supplier]