



NATIONAL STANDARD BIDDING DOCUMENTS

**AUTHORIZED VENDORS FOR SUPPLY,
INSTALLATION AND MAINTENANCE OF
PRODUCTION MONITORING SYSTEM IN
HOUSEHOLD ELECTRONICS SECTOR
(Three years from authorization)
(National Competitive Bidding)**



Revenue Division

Pakistan

July , 2026







Standard Bidding Documents for Procurement of Information System

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 - Technical Specifications, Schedule of Requirements

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

Section VI - Standard Forms

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

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

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

Section VIII - Special Conditions of Contract (SCC)



This Section consists of Contract Specific general and special conditions. The 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 Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

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



PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS



	FEDERAL BOARD OF REVENUE Procurement Notice (PN) 5(3)/TDU/IR/2026
REQUEST FOR BIDS	
AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS SECTOR	

1. The Federal Board of Revenue (FBR) invites sealed bids from eligible vendors for the authorization of design, supply, deployment, operation and maintenance of an Electronics Manufacturing Production Monitoring System for manufacturers operating in the Household Electronics Sector. The proposed solution shall be capable of deployment across diverse manufacturing environments including, but not limited to, assembly, testing, packaging and dispatch operations relating to televisions, air conditioners, refrigerators, freezers, washing machines, microwave ovens and other household appliances. The bidder shall submit indicative prices for all required hardware, software, communications infrastructure, licenses, cloud or on-premises services, implementation services, training, maintenance and support in accordance with the specifications provided in this bidding document. The bidder shall further conduct a proof-of-concept demonstration and testing exercise at an FBR-designated facility or manufacturing site to establish operational capability, system accuracy, interoperability, scalability and compliance with the requirements specified in this RFP.
2. Bidding documents are available on e-PADS and FBR/PPRA Websites i.e. <https://www.ppra.gov.pk> & <https://www.fbr.gov.pk> and can be downloaded free of cost. Encrypted electronic bids duly completed and in conformity with Bidding Documents must be submitted online on e-Pak Acquisition and Disposal System (e-PADS) website till **2:00 PM – 27th July, 2026**.
3. The procurement shall be carried out in accordance with PPRA's Two Stage Bidding Procedure:
 - a. Stage 1: Bidders shall submit a technical proposal, including the indicative price per installation point and breakdown of price per component, which will be evaluated based on the Technical Evaluation Criteria defined in Section V. Successful bidders will be required to conduct a POC which will be evaluated based on POC Evaluation Criteria defined in Section V. Afterwards, FBR will conduct a Bidders Conference to discuss all solutions and their feasibility of implementation. Post the Bidders Conference, FBR will, at its discretion, finalize a specific production counting solution for implementation. A revised RFP with FBR's finalized solution will be circulated with all bidders after the Bidders Conference.



- b. Stage 2: All eligible bidders will be required to submit a technical proposal, including the indicative price per installation point and breakdown of price per component, and conduct a POC test for the solution finalized by FBR. Upon evaluation, FBR will shortlist successful bidders and issue authorization.
4. A pre-bid meeting, to clarify vendor queries, will take place 2:30 PM on 13th July, 2026 in Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad. The bidders who wish to join the meeting virtually can join by using the following link [<https://zoom.us/j/95856498495?pwd=bBtDNjtpBzLIVYYnX57HOQXOFADas0.1>]
Meeting ID: 958 5649 8495 Passcode: 137237
 5. All bids must be accompanied by a Bid Security PKR. 1,000,000 (One Million Only) in an acceptable form in the amount of PKR. 1,000,000 (One Million Only) or freely convertible currencies in case of foreign Bidders.
 6. The original bid along with *two copies*, properly filled in, and enclosed in sealed envelope(s) must be delivered to the address Room No.510, 5th Floor, FBR House, Constitution Avenue, G-5, Islamabad at or before **2:00 PM 27th July, 2026**. The bids (or technical part of the bids as the case may be) will be opened promptly on the same day at 02:30 PM thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Room No.358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad.
 7. Interested eligible bidders may request for further information/clarification by email at secretary.admin@fbr.gov.pk during official business days and timings, within Seven (07) days before the proposal submission deadline.
 8. FBR may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004.

Farrukh Amir Sial
Secretary (Administration)
Room 506, Fifth Floor,
Federal Board of Revenue (HQ) Islamabad
Email: secretary.admin@fbr.gov.pk
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Contents

PREFACE	Error! Bookmark not defined.
Invitation to Bids	Error! Bookmark not defined.
SECTION II: INSTRUCTION TO BIDDERS (ITBs)	7
A. INTRODUCTION	8
B. BIDDING DOCUMENTS	14
C. PREPARATION OF BIDS	17
D. SUBMISSION OF BIDS	25
E. OPENING AND EVALUATION OF BIDS	28
F. AWARD OF CONTRACT	37
F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM	40
G. MECHANISM OF BLACKLISTING	43
SECTION III: BID DATA SHEET Bid Data Sheet (BDS)	46
A. Introduction	52
B. Bidding Documents	57
C. Preparation of Bids	57
D. Submission of Bids	64
E. Opening and Evaluation of Bids	65
F. Award of Contract	69
G. Review of Procurement Decisions	69
Section IV. Eligible Countries	70
SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION	71
Schedule of Requirements	Error! Bookmark not defined.
A. Background	73
B. Business Functions and Performance Requirement	77
Related Information Technology Issues and Initiatives	87
C. Technical Specification	88
General Technical Requirements	88
Computing Hardware Specifications	91
Network and Communications Specifications	93
D. Testing and Quality Assurance Requirements	108
E. Implementation Schedule	Error! Bookmark not defined.
SECTION VI: STANDARD FORMS	115
SECTION VII: GENERAL CONDITIONS OF THE CONTRACT	138
Definitions	139
Application and interpretation	142
Conditions Precedent	143
Governing Language	144
Applicable Law and Effectiveness of the contract	144
Country of Origin	144
Scope of the Information System	144
Supplier's Responsibilities	145
FBR's Responsibility	147
Prices	Error! Bookmark not defined.
Payment	Error! Bookmark not defined.
Taxes and Duties	150



Software License.....	152
Agreements.....	152
Confidential Information	154
Project Plan	156
Sub-contracting.....	157
Procurement and Delivery	158
Transportation	159
Documents	160
Product Upgrades.....	161
Inspections and Test	162
Installation of the System.....	163
Commissioning.....	165
Operational Acceptance Tests.....	166
Operational Acceptance	167
Partial Acceptance.....	169
Warranty/ Defect Liability Period	170
Intellectual Property Rights Indemnity.....	171
Insurance	172
Limitation of Liability.....	172
Related Services.....	172
Change Orders.....	173
Contract Amendments	174
Assignment	174
Sub-contracts.....	174
Delays in the Supplier's Performance	174
Liquidated Damages.....	175
Termination for Default	175
Termination for Force Majeure	177
Termination for Insolvency	178
Termination for Convenience.....	178
Disputes Resolution.....	179
Procedure for Disputes Resolution.....	179
Replacement of Arbitrator	180
Notices	180
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)	181
Definitions (GCC 1).....	182
Governing Language (GCC 4).....	182
Applicable Law (GCC 5)	182
Country of Origin (GCC 6)	182
Scope of the System (GCC 7)	182
The Scope of the System is.....	182
Price (GCC 10)	186
Performance Guarantee (GCC 12)	187
Taxes and Duties (GCC 13).....	187
Copy Rights (GCC 14)	187



Software License Validity (GCC 15)	188
Confidential Information (GCC 16)	188
Project Plan (GCC 17)	189
Sub-Contracting (GCC 18)	194
Transportation (GCC 19)	194
Documents (GCC 21)	194
Products Upgrade (GCC 22)	194
Inspections and Tests (GCC 23)	194
Installations (GCC 24)	195
Operational Acceptance Test (GCC 26)	196
Defect Liability (GCC 29)	196
Intellectual Property Rights Indemnity	197
Insurance (GCC Clause 31)	Error! Bookmark not defined.
Related Services (GCC Clause 33)	197
Change Orders (GCC 34)	197
Assignment (GCC 36)	197
Liquidated Damages (GCC Clause 39)	197
Procedure for Dispute Resolution (GCC Clause 45)	198
Notices (GCC Clause 48)	200
SECTION IX: CONTRACT FORMS.....	201
Form of Contract	202
Performance Security (or guarantee) Form	204
Integrity Pact	205



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 authorization of the Design, Supply, Installation, Integration, Operation and Maintenance of an Electronics Manufacturing Traceability and Production Monitoring System for the Household Electronics Sector, as specified in the BDS and Section V – Technical Specifications & Schedule of Requirements. The proposed solution shall comprise the design, supply, deployment, integration, commissioning, operation and maintenance of a complete production monitoring and compliance verification system, which may include, as applicable, secure product serialization and unique identification, digital stamps, QR Code and/or Data Matrix Code-based traceability, barcode and QR code verification, computer vision-based detection, identification and counting, video-based production monitoring and verification, automated production event capture, centralized monitoring dashboards, reporting and analytics platforms, and all associated hardware, software, networking and communication infrastructure, application software, databases, interfaces, installation, configuration, testing, training, documentation, maintenance and support services required to deliver a fully functional, operational and integrated solution in accordance with the requirements of this RFP. The successful Bidder(s) shall be expected to supply, install, configure, integrate, commission, operate and maintain the system within the specified period and implementation timeline(s) as stated in the BDS.
	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 is referred in Clause-2 of Invitation for Bids.



3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the FBR.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the FBR and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6 .	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international



		competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the FBR along with their bid, however, the final award will be subject to the complete registration process.
	3.7	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.
	3.8	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 firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the FBR evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the FBR, as the FBR shall reasonably request.
4. Eligible Information Systems	4.1	For the purposes of these Bidding Documents, the Electronics Manufacturing Traceability and Production Monitoring System means all: a) For the purposes of these Bidding Documents, means all: a) the required information and operational technologies, including all hardware, software, communication equipment, product serialization and identification systems, digital stamps, barcode and QR code generation and verification systems, computer vision enabled detection and counting, video-assisted production monitoring and verification equipment, servers,

		storage systems, networking infrastructure, cloud and/or on-premises platforms, mobile devices, supplies, consumables, and all associated documentation, together with any other materials, equipment and goods required to be supplied, installed, integrated and made operational under the Contract (collectively referred to as the “Goods” in certain clauses of the ITB); and b) the related software development, customization, configuration, integration, testing, transportation, insurance, installation, commissioning, data migration, system interoperability, training, change management, technical support, help desk services, maintenance, repair, upgrades, cybersecurity services, and any other professional, operational or managed services necessary for the successful implementation, operation and sustainability of the Electronics Manufacturing Traceability and Production Monitoring System, as specified in the Contract and to be provided by the selected Bidder.
	4.2	All Electronics Manufacturing Traceability and Production Monitoring System made up of goods and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to the supply and installation information systems. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.3	For purposes of this Clause, “origin” means the place where the goods and services making Electronics Manufacturing Traceability and Production Monitoring System are produced in or supplied from. An Electronics Manufacturing Traceability and Production Monitoring 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 supplier that supplies and install the Electronics Manufacturing Traceability and Production Monitoring System shall not determine the origin of the goods.
	4.5	To establish the eligibility of the Goods and Services making Electronics Manufacturing Production Monitoring 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 Electronics Manufacturing Traceability and Production Monitoring System (or in respective country in case of procurement by the Pakistani Missions abroad), the Electronics Manufacturing Traceability and Production Monitoring 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 Technical Specifications, Schedule of Requirements Section VI Forms – Bid 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 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	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 for the deployment of the Electronics Manufacturing Traceability and Production Monitoring System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into 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: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) 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 supplier is not the manufacturer of those goods and service making Information System;

		e) Documentary evidence established in accordance with ITB 12 that the goods and services making Information System to be supplied by the Bidder are eligible, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) 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 making information system which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the Electronics Manufacturing Traceability and Production Monitoring System shall consist of a statement in the Price Schedule of the country of origin of the goods and services making Electronics Manufacturing Traceability and Production Monitoring System offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the Goods and Services comprising the Electronics Manufacturing Traceability and Production Monitoring System to the Bidding Documents may be in the form of technical literature, system architecture diagrams, drawings, brochures, datasheets, process workflows, demonstration reports and other supporting documentation, and shall consist of: a) a detailed description of the proposed solution, including its technical architecture, product serialization



		and identification mechanisms, digital stamp and/or QR/Data Matrix code capabilities, production event capture processes, computer vision enabled detection and counting, video-assisted monitoring and verification technologies, material reconciliation functionality, reporting modules, cybersecurity features, integration capabilities and performance characteristics of the Goods and Services; b) an item-by-item commentary on the FBR's Technical Specifications demonstrating substantial responsiveness of the proposed Goods and Services to those specifications, including evidence of compliance with requirements relating to traceability, production monitoring, product authentication, data capture, reconciliation, reporting, interoperability and system scalability, or a statement identifying any deviations and exceptions to the provisions of the Technical Specifications; c) detailed implementation methodology, deployment architecture, project execution plan, operations and maintenance framework, service level commitments, training approach, and proof of capability to deploy the proposed solution across diverse household electronics manufacturing environments; d) any other procurement-specific documentation requirements as stated in the BDS.
	12.4	For purposes of the commentary to be furnished pursuant to ITB 12.3(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 Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the FBR's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying



		documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to 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-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of FBR that: a) in the case of a Bidder offering to supply and install Electronics Manufacturing Traceability and Production Monitoring 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 Contract, meets the qualification criteria specified in BDS. 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 Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 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 as the case may be.
	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 18 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 18 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 not exceeding five percent of the estimated value of procurement determined by the FBR and in the amount and currency specified in the BDS or Bid Securing Declaration as 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 18.9 .
	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 18.9 are invoked.
	16.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 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 17. 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 Bidding 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 Bidding 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 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
	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 ii) does not accept the correction of errors pursuant to ITB 31.2; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 42; or ii) to furnish performance security (or guarantee) in accordance with ITB 43.
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 Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	17.2	When alternative schedule for supply and installation of Electronics Manufacturing Traceability and Production Monitoring System is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for Electronics Manufacturing Production Monitoring 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, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the FBR.
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	PPRA's Two Stage Procedure should be followed under the PPRA Rules 2004 and its corresponding Regulations First Stage: I. The bidders shall first submit, according to the required specifications, a technical proposal including the indicative price per installation point and breakdown of price per component. II. The technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features; III. After such discussions, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements of the FBR; IV. Successful bidders will be required to conduct a POC which will be evaluated based on POC Evaluation Criteria defined in Section V. Afterwards, FBR will conduct a Bidders Conference to discuss all solutions and their feasibility of implementation. Post the Bidders Conference, FBR will, at its discretion, finalize a specific production counting solution for
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		implementation. A revised RFP with FBR's finalized solution will be circulated with all bidders after the Bidders Conference. V. The FBR may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria not inconsistent with these rules: Provided that such revisions, deletions, modifications or additions are communicated to all the bidders equally at the time of invitation to submit final bids, and that sufficient time is allowed to the bidders to prepare their revised bids: Provided further that such allowance of time shall not be less than fifteen days in the case of national competitive bidding and thirty days in the case of international competitive bidding; Second Stage: I. Eligible bidders who are willing to conform their bids to the revised technical requirements of the FBR, shall be invited to submit a revised technical proposal including the indicative price per installation point and breakdown of price per component; II. The revised technical proposal shall be opened on respective specified, date and venue announced and communicated to the bidders in advance; III. The revised technical proposal shall be evaluated in the manner prescribed above. The vendors with proposals qualifying technical evaluation and POC criteria will be issued authorization for implementing the solution. IV. Provided that in setting the date for the submission of the revised technical proposal including the indicative price per installation point and breakdown of price per component, the FBR shall allow sufficient time to the
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		bidders to incorporate the agreed upon changes in the technical proposal accordingly. The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	20.4	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. pursuant to ITB 21.1. c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB 22.
		If all envelopes are not sealed and marked as required by ITB 20.2 , ITB 20.3 and ITB 20.4 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,	23.1	A Bidder may withdraw, substitute, or modify its bid



<i>Substitution, and Modification of Bids</i>		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 Clauses 19 and 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 considered 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.
	23.6	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

<i>24. Opening of Bids</i>	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
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		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 Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	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, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the FBR may consider appropriate, will be announced by the Procurement Evaluation Committee.



	24.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the 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.
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.
	22.2	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 of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the 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 Contract award if any Bidder wishes to contact the FBR on any matter related to the Bid it should do so in writing or in



		electronic forms that provide record of the content of communication.
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: <i>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 –</i> <i>(a) Submit the number of copies of signed bids required by the invitation;</i> <i>(b) Furnish required information concerning the number of its employees;</i> <i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
	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 - Schedule of Requirements, Technical Specifications of the Bidding Documents 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 and compare 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 terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	29.2	The FBR's evaluation of a Bid may consider: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the

		contract is awarded to the Bidder; and
	29.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination} in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
		In evaluating the Bidders, the evaluation committee will, in addition to the indicative prices quoted in accordance, take account of one or more of the following factors as specified in the BDS: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) the cost of components, mandatory spare parts, and service; d) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; e) the projected operating and maintenance costs during the life of the equipment; f) the performance and productivity of the equipment offered; and/or g) other specific criteria indicated in the TBS and/or in the Technical Specifications.
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	31.1	In case where the FBR adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price



<i>Advantageous Bid</i>		from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	31.2	The FBR would evaluate bids based on quality of overall bid as stated in this RFP document In case there are a large number of qualifying bidders, the FBR reserves the right to limit the number of vendors based on market response, quantum of production lines/manufacturers, etc. The FBR reserves right to limit / define number of licenses General provisions of PPRA rules state: (h) “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 award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of ITB 3; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
33. Negotiations	33.1	Negotiations may be undertaken with the Most Advantageous Bid 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 Bidding 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;
	33.2	Where negotiation fails to result into an agreement, the FBR may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the FBR shall not reopen earlier negotiations.
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 contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
36. Notification of Award	36.1	Prior to the award of 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 whose Bid has been accepted will be notified of the award by the FBR prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the FBR will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	36.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with ITB 38 and signing of the contract in accordance with ITB 37.2 .
	36.4	Upon the successful Bidder's furnishing of the performance security guarantee pursuant to ITB 38 , the FBR will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing

		Declaration of the Bidders pursuant to 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.
	37.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
38. Performance Security (or 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 Security 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 (d) surety bond callable upon demand issued by any reputable surety or insurance company.

		Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	38.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 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 the 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.

F. 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.

G. 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; ii. Fails to perform his contractual 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 or contractor; (b) the maximum period for which the FBR proposes to debar the bidder or contractor from participating in any public procurement of the FBR; and (c) the statement, if needed, about the intention of the FBR to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	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 or contractor fails to submit written reply within the requisite time, the FBR may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the FBR shall decide the matter on the basis of available record and personal hearing, if availed.
	43.5	In case the bidder or contractor submits written reply of the show cause notice, the FBR may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

	43.6	The FBR shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the FBR for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	43.7	The FBR shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	43.8	The FBR shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	43.9	Such blacklisting or barring action shall be communicated by the FBR to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the FBR.
	43.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

	43.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the FBR. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	43.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

The 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 FBR and private party, in terms of which the private party is allowed to –

(i) perform a FBR’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 FBR’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 technology solutions for product identification, traceability, verification, monitoring and reporting of household electronic appliances, it incorporates the broadest possible specifications in accordance with 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 incorporated into the bidding document.

To accommodate the scale and diversity of the household electronics sector and to avoid exclusivity with a single authorized vendor while facilitating timely implementation, FBR intends to engage multiple authorized vendors capable of deploying and maintaining compliant Production Monitoring Systems. This approach is intended to promote competition, encourage innovation, ensure

technology neutrality and provide manufacturers with the opportunity to engage any eligible authorized vendor meeting the requirements prescribed by FBR.

The following specific data for introducing a pool of authorized vendors for installation, operation, maintenance and support of Household Electronics Production Monitoring Systems (including hardware, software, identification, verification, monitoring and reporting components) shall complement, supplement or amend the relevant provisions contained in the Instructions to Bidders and other sections of the bidding document.

Definitions

In this RFP, unless there is anything repugnant in the subject or context:

- a. **“FBR” or “Board”** means the Federal Board of Revenue, responsible for authorizing vendors, overseeing implementation of the Household Electronics Production Monitoring System, and ensuring compliance with the technical, operational and reporting requirements specified in this RFP.
- b. **“Authorized Vendor or “Vendor” or Supplier”** means a company authorized by FBR to deploy, operate, maintain and support the Production Traceability and Monitoring System in accordance with the requirements of this RFP.
- c. **“Manufacturer” or “Taxpayer” or “Client”** means a household electronics manufacturing or assembly entity required to implement the prescribed Production Monitoring System.
- d. **“Household Electronics Facility” or “Manufacturing Facility”** means any factory, assembly plant or production site engaged in the manufacture, assembly, packaging or dispatch of household electronic appliances.
- e. **“Finished Appliance” or “Finished Product”** means a completed household electronic product intended for sale, distribution or dispatch, including but not limited to air conditioners, refrigerators, washing machines, televisions, microwave ovens, water dispensers and other products notified by FBR.
- f. **“Production Monitoring System” or “Production Traceability and Monitoring System” or “System” or “Solution”** means the integrated hardware, software, networking, identification, verification, monitoring and reporting solution deployed by the Vendor for capturing, recording, transmitting and monitoring production information relating to finished household electronic appliances.

g. **“Unique Identifier”** means a unique product-level identifier assigned to a finished appliance by the manufacturer or using a technology approved by FBR, including but not limited to QR codes, Data Matrix codes, RFID tags, serialized labels, digital identifiers or other approved methods.

h. **“Product Identification”** means the process of assigning and associating a Unique Identifier or visually identifying and counting a finished appliance for the purpose of monitoring, verification and traceability.

i. **“Product Verification”** means the process of validating the identity and authenticity of a finished appliance by confirming the existence and validity of its associated Unique Identifier or visual record/log and related system records.

j. **“Traceability Record”** means the electronic record associated with a finished appliance containing information relating to its identification, production, verification, monitoring and other relevant events captured by the System.

k. **“Evidence Capture”** means the collection and storage of images, videos, transaction records or other supporting information associated with production monitoring and product verification events.

l. **“Installation Point”** means the location within a manufacturing facility where components of the proposed solution are deployed for product identification, verification, evidence capture or monitoring purposes.

m. **“Alert”** means an automated notification generated by the System in response to predefined events, exceptions, anomalies, communication failures or compliance-related conditions.

n. **“Proof of Concept (POC)”** means the demonstration conducted by a Bidder at a designated manufacturing facility to validate the functionality, performance and operational capability of the proposed solution against the requirements of this RFP.

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

The bidding process shall comprise the following stages:

1. Stage One

a. Submission of a Technical Proposal, including the indicative price per installation point and breakdown of price per component by bidders for the proposed Product Identification, Traceability and Monitoring Solution, provided that the proposed solution meets the Technical Evaluation Criteria and Proof of Concept (POC) requirements specified in Section V – Scope of Work and demonstrates a cost-effective and scalable approach for the household electronics sector.

b. Proof of Concept (POC) conducted at one designated manufacturing or assembly facility.

Upon submission of proposals, bidders shall be evaluated based on the Technical Evaluation Criteria specified in Section V. To qualify for the POC stage, bidders must achieve a minimum technical evaluation score of 70% based on the technical assessment criteria outlined in Section V – Scope of Work. Proposals failing to meet the minimum threshold shall be considered non-responsive and shall not be considered further.

Eligible bidders shall thereafter conduct a POC demonstrating the operational capability of their proposed solution, which shall be evaluated in accordance with the POC criteria specified in Section V – Scope of Work.

Following completion of the POC evaluations and bidder consultations, FBR may, at its sole discretion, finalize the technical approach, business requirements, implementation framework and operational parameters for deployment across the household electronics sector.

A revised RFP incorporating FBR's finalized requirements may be issued to all eligible bidders for participation in Stage Two.

2. Stage Two

a. Submission of a Technical Proposal against the revised RFP, including the indicative price per installation point and breakdown of price per component for the finalized solution requirements.

b. Proof of Concept (POC) conducted at one designated manufacturing or assembly facility.

In this stage, eligible bidders shall submit revised technical proposals in accordance with the finalized requirements specified by FBR.

Upon submission of proposals, bidders shall be required to conduct a final POC, which shall be evaluated against the criteria prescribed in the revised RFP.

Following successful completion of Stage Two, Letters of Authorization shall be issued to the selected bidders for deployment, operation and maintenance of the approved Household Electronics Production Traceability and Monitoring System across the designated household electronics manufacturing and assembly sector.

Note: FBR reserves the right to limit the number of authorized vendors based on the results of the technical evaluation, POC assessment and overall suitability of the proposed solutions.

Bid Data Sheet (BDS)

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	The Federal Board of Revenue (FBR) intends to authorize vendors for the deployment, maintenance, operation and support of an Electronics Manufacturing Production Monitoring System, inclusive of associated hardware, software, communication infrastructure and managed services, for manufacturers operating in Pakistan's Household Electronics Sector. The objective of the system is to establish a secure, real-time and auditable mechanism for monitoring production activities, authenticating finished goods, reconciling production with material consumption, and providing manufacturers access to a competitive pool of authorized vendors for deployment of the prescribed solution. The proposed system shall facilitate end-to-end production monitoring across the manufacturing lifecycle, including but not limited to assembly operations, testing and quality assurance processes, packaging, warehousing and dispatch of finished goods. The system shall establish a unique digital record for finished products through secure serialization mechanisms such as QR Codes, Data Matrix Codes, digital stamps, RFID tags, computer vision, or other FBR-approved technologies, enabling product-level traceability and verification. The scope of the solution includes the supply, installation, integration, configuration and commissioning of all hardware and software components required for production monitoring and traceability. Vendors shall deploy barcode/QR code generation

		and/or verification systems or computer vision enabled detection and counting or video-assisted production monitoring and verification technologies, industrial cameras where required or fixed scanners, local processing infrastructure, networking equipment, centralized monitoring platforms and all supporting hardware and software necessary for the successful operation of the system. The deployed solution shall capture and transmit production events to authorized systems, enabling verification of production declarations, monitoring of serialized products, reconciliation of material consumption and finished goods production, and generation of real-time dashboards and reports for regulatory and tax administration purposes. Vendors may propose proprietary or third-party globally recognized technologies, provided that such technologies have demonstrated reliability, scalability and interoperability and fully comply with the requirements specified by FBR. To establish operational capability, vendors shall conduct proof-of-concept demonstrations at one or more FBR-designated manufacturing facilities, demonstrating the effectiveness of their proposed solution in production event capture, product serialization, traceability, verification, reconciliation and reporting. Vendors shall be responsible for ensuring that the proposed solution satisfies all functional, technical and performance requirements specified in this RFP. The authorized vendors shall provide comprehensive maintenance services, technical support, system upgrades, cybersecurity updates and operational assistance throughout the authorization period. Such services shall include preventive maintenance, corrective
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		maintenance, troubleshooting, replacement of defective equipment, software updates, integration support and all activities necessary to ensure continuous and reliable operation of the system. Covered Manufacturing Categories The solution shall be capable of deployment across manufacturers engaged in the production and/or assembly of, including but not limited to: a) Air Conditioners (Split, Window and Commercial Units) b) Refrigerators and Deep Freezers c) Washing Machines d) Televisions e) Microwave Ovens f) Kitchen Appliances g) Small Domestic Appliances h) Any other household electronic or electrical appliance category notified by FBR. Locations a) Nationwide network of Household Electronics Manufacturers and Assembly Facilities. Period of Authorization THREE (03) YEARS FROM THE DATE OF AUTHORIZATION.
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		FBR intends to ensure phased deployment of the Electronics Manufacturing Traceability and Production Monitoring System across all designated manufacturing facilities in accordance with the implementation schedule communicated by FBR. FBR reserves the right to revise deployment priorities, timelines, categories, facilities or implementation targets based on operational requirements, sectoral considerations, risk assessments or regulatory objectives. Schedule for Deployment (Cumulative) a) Within six (06) months of authorization – Deployment at a minimum of 20% of designated manufacturing facilities. b) Within twelve (12) months of authorization – Deployment at a minimum of 50% of designated manufacturing facilities. c) Within eighteen (18) months of authorization – Deployment at 100% of designated manufacturing facilities identified by FBR. Commencement Date for Deployment Within two (02) weeks of receipt of a valid purchase order, work order or deployment instruction issued by the manufacturer and/or as prescribed by FBR.
2.	2.1 & 2.2	Financial year for the operations of the FBR: <i>THREE YEARS FROM AUTHORIZATION</i> Name of Project AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS SECTOR

		Name of financing institution: Manufacturers of Household Electronics Name and identification number of the Contract: [AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS SECTOR No.3(5)-TDU/IR/2026]
3.	3.1	Joint Venture is application: YES In Case yes, Maximum number of members in the joint venture, consortium or association shall be: 3
4.	4.1	Demonstration of authorization by manufacturer: <i>not required</i>

B. Bidding Documents

5.	5.1	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 d. Bid security amount of PKR 1,000,000/-
6.	6.1	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
	6.2	Pre- Bid Meeting will be held on 13th July, 2026 at 14:30 hours. In Room 358, 3rd Floor, FBR House, Constitution Avenue, G-5, Islamabad. The bidders who wish to join the meeting virtually can join by using the following link [https://zoom.us/j/95856498495?pwd=bBtDNjtpBzLIVYYnX57HOQXOFADas0.1] Meeting ID: 958 5649 8495 Passcode: 137237

C. Preparation of Bids

7.	7.1	The Language of all correspondences and documents related to the Bid is: <i>English</i>
8.	8.1	In addition to the documents stated in ITB 11, the following documents must be included with the Bid; a) comprehensive profile of the person; b) brief about managerial and technical personnel indicating name, position, qualification and experience; c) total number of current employees; d) list of major clienteles; e) technical documents showing relevant capacity of the video equipment;

		f) complete history of activities undertaken and synopsis of the projects done; g) current commitments and status of in-hand projects; h) National Tax Number (NTN) and Sales Tax Registration (STRN) certificate; i) audited accounts of the last three financial years; j) Computerized National Identity Cards (CNICs) of the directors and members; k) undertaking that the person has never been blacklisted by any Government or private department or organization and has not been involved in fiscal fraud; and l) any other document required by Board.
9.	9.1	• Other procurement specific documentation requirements are: Proposed Design and Deployment of the Electronics Manufacturing Traceability and Production Monitoring System (EMTPMS) • Detailed specifications of all proposed hardware and software components, including but not limited to industrial cameras, barcode/QR code printers, barcode/QR code scanners, handheld terminals, RFID devices (if applicable), edge computing devices, servers, storage systems, networking equipment and communication infrastructure. • Detailed description of the proposed product serialization and identification mechanism, including QR Codes, Data Matrix Codes, digital stamps, RFID tags or any alternative technology proposed by the bidder. • Proposed deployment architecture for production monitoring, product authentication,

		traceability, verification and reconciliation across manufacturing facilities. • Implementation timeline, including milestones for supply, installation, integration, testing, commissioning, training and operational handover. High-Level and Low-Level System Architecture and Deployment Diagrams • High-Level Architecture Diagram: Overall system architecture showing interaction between factory-level systems, serialization engines, scanners, cameras, local processing systems, central monitoring platforms, reporting systems and FBR monitoring infrastructure. • Low-Level Architecture Diagram: Detailed physical and logical design showing equipment placement, network topology, connectivity mechanisms, data flow, hardware specifications, communication protocols and integration points. • Detailed deployment diagrams for various manufacturing environments including assembly stations, testing stations, packaging stations, warehousing locations and dispatch points. • Integration architecture illustrating connectivity with FBR systems, ERP systems, inventory systems, customs data, e-invoicing systems and other third-party applications, where applicable. Proposed Design for Operations, Support and Maintenance Services • Organizational structure of the operations and maintenance team, including roles, responsibilities, support hierarchy and escalation procedures. • Preventive and corrective maintenance strategy covering hardware, software, communication
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		infrastructure and cybersecurity controls. • Service Level Agreements (SLAs) for incident response, issue resolution, equipment replacement and system availability. • Proposed on-site and remote support arrangements, including regional support presence and help desk operations. Details of Similar Ongoing Projects Including Client Purchase Orders (POs) or Experience Certificates • Details of ongoing projects involving production monitoring, product traceability, serialization, track-and-trace systems, digital tax stamps, industrial automation, computer vision, supply chain monitoring or regulatory technology solutions. • Copies of purchase orders, contracts, work orders, experience certificates or equivalent documentary evidence demonstrating project execution. • Description of project scope, technologies deployed and operational scale. Details of Similar Projects Completed During the Last Five (05) Years, Preferably in the Public Sector • List of completed projects involving production monitoring, product authentication, serialization, supply chain traceability, digital identification systems, tax administration systems, customs monitoring systems or comparable technology deployments. • Project summaries highlighting objectives, implementation methodology, deployment scale and achieved outcomes. • Completion certificates, acceptance certificates or client references confirming successful project completion. Customer Satisfaction Certificates and Client References
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		• Customer satisfaction certificates, performance certificates or reference letters issued by current or former clients. • Contact details of authorized client representatives for verification purposes. • Evidence of successful delivery, operational performance and post-implementation support. System Design and Technical Documentation • Data Flow, Traceability and Processing Architecture • End-to-end data flow demonstrating how production events are generated, captured, verified, transmitted, processed, stored and reported. • Detailed explanation of product serialization, authentication, verification and traceability workflows. • Description of material reconciliation processes linking CKD/SKD imports, component consumption, production declarations and finished goods. • Communication, Integration and API Specifications • Technical specifications of APIs, middleware, communication protocols and interoperability mechanisms. • Integration approach for connectivity with FBR systems, ERP solutions, inventory management systems, customs systems and other authorized third-party platforms. • Security controls governing data exchange and system integration. • Data Storage, Retention and Recovery Requirements • Data retention strategy for serialized product records, production events, images, videos, audit logs and reconciliation data.
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		• Backup, disaster recovery and business continuity arrangements. • Archival and retrieval mechanisms for regulatory and audit purposes. Functional Requirements, Analytics and Alert Mechanisms Core Functional Capabilities • Unique product serialization and identification at unit level. • Generation, management and verification of secure QR Codes, Data Matrix Codes, digital stamps and/or RFID-based identifiers. • Production event capture through scanners, cameras, machine interfaces or other approved technologies. • Product traceability across assembly, testing, packaging, warehousing and dispatch stages. • Automated reconciliation between raw materials, CKD/SKD kits, components and finished goods. • Real-time dashboards, analytics and management reporting. • Detection of duplicate, invalid, unauthorized or suspicious product identifiers. • AI-assisted verification of production events and supporting evidence. • Minimum 95% accuracy for production event verification and product identification mechanisms. Alerts and Notifications • Production anomaly alerts. • Duplicate serialization alerts. • Unregistered product detection alerts. • Material-to-production reconciliation variance alerts. • Data transmission failure alerts. • Hardware, scanner, camera or communication
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		equipment failure alerts. • Unauthorized access or cybersecurity incident alerts. • Inventory and production mismatch alerts. Customization and Scalability Requirements • Ability to support multiple product categories and manufacturing processes. • Configurable workflows, dashboards and reporting structures. • Capability to introduce new product categories, production stages, verification methods and business rules without major system redesign. • Multi-tier user access controls and role-based permissions for manufacturers, FBR officials, auditors and other authorized stakeholders. • Scalability to support nationwide deployment across all designated household electronics manufacturers.
10.	10.1	Spare parts required for <i>five</i> of years of operation.
11.	11.1	The qualification criteria required from Bidders in ITB is modified as follows: The qualification criteria required from Bidders in ITB is modified as follows: 1. The Bidders for Vendor Authorization regime shall have experience of at least 05 years in provision/deployment of similar kind of solutions/products globally or in Pakistan
12.	12.1	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 FBR, i.e., FBR.
13.	13.1	The Bid Validity period shall be 120 days.
14.	14.1	The amount of Bid Security shall be PKR 1,000,000/- The currency of the Bid Security shall be: Pakistani Rupee.
15.	15.1	The Bid Security shall be in the form of in the shape of pay order/demand draft/ call deposit/banker's cheque
16.	16.1	Other forms of security are not applicable.
17.	17.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
18.	18.1	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.	19.1	Written confirmation of authorization include: 1. <i>Authority Letter from the Bidder on Organization's Official Letter Head verified by or submitted by CEO.</i> 2. <i>Name, CNIC, Address of authorized personal must be mentioned</i>

D. Submission of Bids

20.	20.1 (a)	Bid shall be submitted in Room 510, Fifth Floor, FBR House, Constitution Avenue, G-5, Islamabad
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21.	21.1	Title of the subject Procurement or Project name: AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS SECTOR ITB title and No: AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS SECTOR Time and date for submission: 1100 hours by 27th July, 2026
22.	22.1	The deadline for Bid submission is: a) Day: Monday b) Date: July 27, 2026 c) Time: 1400 hours The deadline for e-Bid submission is: a) Day: Monday b) Date: July 27, 2026 c) Time: 1400 hours

E. Opening and Evaluation of Bids

23.	23.1	The Bid opening shall take place at: Room#358, Constitution Avenue, G-5 FBR House, Islamabad
24.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[insert the currency]</i> The source of exchange rate shall be: <i>[insert the source]</i> The date of exchange rate shall be: <i>[insert date of exchange rate]</i>
25.	25.1	Cost of spare parts. Cost of spare parts will be an arrangement between vendor and manufacturer.
26.	26.1	The Bidder shall establish e-depot facilities with local

		stock in major cities of Pakistan (where household electronic manufacturing factories are located) to support anticipated replacements and ensure prompt service. Service availability shall be 8 hours a day, 5 days a week
27.	27.1	Performance and productivity of Information System. • System uptime: The System shall maintain a minimum uptime of 99% on a daily basis. • Product identification and traceability accuracy: The System shall maintain a preferred accuracy of 99% and a minimum acceptable accuracy of 95% during product identification, verification and traceability operations. • Data transmission availability: The System shall ensure timely and reliable transmission of production and traceability data to FBR monitoring systems. • Alert and audit trail integrity: The System shall maintain complete audit records and generate alerts for configured exception events without material loss of data. • Integration performance: The System shall ensure continuous and successful integration with FBR monitoring, reporting and dashboard platforms.
28.	28.1	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Scope of Work – Technical Evaluation Criteria.
29.	29.1	Evaluation Techniques Aspects for Ranking the Quality of the Proposed Solution In addition to the mandatory requirements and technical specifications, FBR may evaluate the following parameters to assess the quality, robustness,

		practicality and long-term suitability of the proposed Household Electronics Production Traceability and Monitoring System: 1. Product Identification & Traceability Capability • Reliability and effectiveness of the proposed product identification and traceability methodology. • Ability to maintain end-to-end product traceability from production through packaging, warehousing and dispatch. • Capability to prevent duplicate records, counting errors and unauthorized product registration. 2. Operational Effectiveness • Accuracy of product identification, verification and monitoring processes. • Ability to operate effectively across different household appliance categories including air conditioners, refrigerators, washing machines, televisions and other notified products. • Ability to distinguish genuine production events from non-production activities such as testing, rework, maintenance or product movement. 3. Monitoring, Analytics & Exception Management • Availability of dashboards, analytics, trend analysis and production monitoring capabilities. • Ability to identify anomalies, unusual production patterns, duplicate records, traceability gaps and other compliance-related exceptions. • Availability of configurable alerts, notifications and automated reporting features. 4. Scalability and Flexibility • Ability to support multiple facilities, production lines, warehouses and product categories through a centralized architecture. • Adaptability to changing manufacturing
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		processes, new product categories and future regulatory requirements. • Ease of expansion without significant redesign or infrastructure replacement. 5. System Reliability and Business Continuity • System uptime, fault tolerance, redundancy and recovery capabilities. • Ability to continue operations during temporary communication, network or power outages and synchronize data upon restoration. • Data retention, backup and disaster recovery mechanisms. 6. Security and Data Integrity • Measures for ensuring integrity, authenticity and protection of production and traceability data. • User authentication, role-based access control, audit logging and secure communications. • Protection against unauthorized modification, deletion or manipulation of records. 7. Ease of Deployment and Maintenance • Practicality of deployment in manufacturing and assembly environments. • Availability of local technical support, spare parts and maintenance resources. • Ease of calibration, configuration, troubleshooting and lifecycle management. 8. Integration Capability • Ability to integrate with FBR monitoring systems, APIs, dashboards and centralized databases. • Compatibility with manufacturers' existing systems, including ERP, warehouse management and production management systems where applicable. 9. Post-Deployment Support • Availability of technical support, software
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		updates, system enhancements and user training. • Service response times, escalation procedures and operational support arrangements. 10. Deployment and Commissioning Approach • Quality and completeness of the implementation methodology. • Deployment schedule, commissioning plan, testing approach and operational acceptance procedures. • Availability of training and knowledge transfer programs for FBR and manufacturer personnel.
F. Award of Contract		
30.	30.1	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
31.	31.1	The performance 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.
32.	32.1	Arbitrator shall be appointed by mutual consent of both parties - which will include a member from FBR, Nominee of vendor and Secretary Finance shall be the head of arbitration

G. Review of Procurement Decisions

33.	33.1	The address of the FBR FBR -, FBR House, Constitution Avenue, G-5, Islamabad
	33.2	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

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL). information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL
SPECIFICATION**

SECTION VII: TECHNICAL REQUIREMENT

Technical Requirement

A. Background	
01.	The Federal Board of Revenue (FBR; i. The Federal Board of Revenue (FBR) is undertaking a sector-specific digital monitoring initiative to strengthen tax compliance, improve production traceability, and reduce revenue leakage in Pakistan’s household electronics sector. For this purpose, FBR intends to deploy a Electronics Manufacturing Production Monitoring System across designated manufacturing and assembly facilities, including units engaged in the production and/or assembly of air conditioners, refrigerators, deep freezers, washing machines, televisions, microwave ovens and other notified household electronic appliances. ii. The proposed solution shall provide end-to-end production monitoring of finished household electronic appliances by establishing a unique identity for each manufactured unit and capturing production, testing and packaging events through approved verification technologies, thereby enabling accurate determination of production volumes and product-level auditability. iii. The solution shall support secure product identification and serialization through QR Codes, Data Matrix Codes, digital stamps, RFID tags or other FBR-approved technologies, together with barcode/QR verification systems, computer vision enabled detection and counting, video-assisted verification technologies, centralized monitoring platforms, analytics dashboards and reporting mechanisms. iv. The system shall further enable reconciliation between production declarations, serialized finished goods and other relevant business transactions, thereby enhancing transparency across the manufacturing value chain and supporting FBR’s efforts to improve compliance, reduce underreporting and strengthen revenue assurance mechanisms. v. The selected vendor(s) shall be responsible for providing a complete turnkey solution comprising all required hardware, software, communication infrastructure, installation, integration, commissioning, testing, training, operationalization, maintenance and technical support services. The system shall be deployed in a manner that enables real-time monitoring, auditability, exception reporting and centralized oversight by FBR, while remaining adaptable to the varying manufacturing layouts, production processes and operating models prevalent within Pakistan’s household electronics sector.
02.	Business Objectives of the FBR

	i. FBR recognizes the critical role of technology in addressing challenges related to underreporting of production, revenue leakage, product traceability and verification of manufacturing activities within Pakistan's household electronics sector. This initiative aims to establish a real-time Production Monitoring System that provides end-to-end visibility of finished goods manufacturing through unique product identification, production-event verification, and centralized monitoring. ii. The proposed solution shall establish a secure and auditable framework for monitoring production of household electronic appliances by assigning a unique identity to each manufactured unit and capturing key production events throughout the manufacturing lifecycle. The system shall enable FBR to independently validate declared production volumes, improve traceability of finished goods, strengthen tax compliance, and support data-driven enforcement through automated monitoring and analytics. iii. The solution shall leverage product serialization technologies, barcode/QR verification systems, digital stamps, RFID technologies (where applicable), computer vision enabled detection and counting, video-assisted verification mechanisms, analytics platforms and centralized monitoring tools to establish production assurance and product-level auditability across the sector. Scope of the Production Traceability and Monitoring System The implementation of this turnkey solution shall involve the supply, installation, integration, operation and maintenance of hardware, software and supporting infrastructure required to establish production traceability and monitoring at designated household electronics manufacturing and assembly facilities. Depending upon the solution finalized, the authorized vendors shall be required to: • Deploy and operationalize product serialization and identification systems capable of generating, assigning and managing unique identifiers for finished goods through QR Codes, Data Matrix Codes, digital stamps, RFID tags or other FBR-approved technologies. • Deploy scanners, cameras, machine interfaces and other approved technologies required to capture and verify production events associated with assembly, testing, packaging and warehousing of finished household electronic appliances. • Implement local and centralized processing capabilities that enable real-time capture, validation, storage and transmission of production data to designated FBR monitoring systems. • Establish mechanisms for product-level traceability and verification, ensuring that each manufactured unit can be uniquely identified and tracked through relevant production and post-production stages.
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- Implement computer vision enabled detection and counting, video-assisted verification technologies, where applicable, to validate production events, detect anomalies and provide supporting evidence for compliance monitoring.
- Enable reconciliation between production declarations, serialized finished goods, inventory records, dispatch records and other relevant business transactions.
- Ensure seamless integration with FBR's monitoring systems, data repositories, analytics platforms and enforcement dashboards, enabling automated reporting, auditability and centralized oversight.
- Provide secure live access, where required by FBR, to selected production monitoring points, verification systems, audit trails and supporting evidence.
- Provide configurable dashboards, alerts, exception reporting and analytics capabilities to support transparent compliance monitoring and enforcement activities.
- Ensure secure data transmission, storage and access controls in accordance with applicable cybersecurity and data protection requirements.

System Testing, Validation & Maintenance

To validate the effectiveness and operational readiness of the proposed solution, vendors shall conduct a Proof of Concept (POC) at one or more FBR-designated manufacturing facilities to demonstrate:

- Accurate generation, assignment/application and verification of unique product identifiers.
- Accurate capture and validation of production events associated with finished goods manufacturing.
- Product-level traceability and auditability across designated production stages.
- Compliance with all functional, technical and performance requirements specified by FBR.
- Seamless interoperability between hardware, software, communication infrastructure and centralized monitoring systems.
- Real-time data capture, analytics, reporting, reconciliation and integration with FBR's central monitoring platform.

Additionally, the authorized vendors shall be responsible for, including but not limited to:

- Providing comprehensive maintenance, operational support and technical assistance for all deployed hardware, software and communication infrastructure.
- Providing periodic software upgrades, security updates, feature enhancements and system optimizations.
- Ensuring continuous system availability, stability, cybersecurity and performance.
- Performing preventive and corrective maintenance, troubleshooting and timely issue resolution.

	• Supporting integration enhancements and future expansion requirements as directed by FBR. • Delivering training programs for FBR officials, auditors and enforcement personnel to facilitate effective utilization, monitoring and oversight of the system. • Maintaining appropriate service levels, incident response procedures and escalation mechanisms throughout the contract period.																																																																								
03.	Acronyms Used in These Technical Requirements <table> <tr> <th>Term</th><th>Explanation</th></tr> <tr><td>API</td><td>Application Programming Interface</td></tr> <tr><td>ATL</td><td>Active Taxpayer List</td></tr> <tr><td>BOM</td><td>Bill of Materials</td></tr> <tr><td>CCTV</td><td>Closed Circuit Television</td></tr> <tr><td>CKD</td><td>Completely Knocked Down</td></tr> <tr><td>CPU</td><td>Central Processing Unit</td></tr> <tr><td>DBMS</td><td>Database Management System</td></tr> <tr><td>DNS</td><td>Domain Name System</td></tr> <tr><td>ERP</td><td>Enterprise Resource Planning System</td></tr> <tr><td>FBR</td><td>Federal Board of Revenue</td></tr> <tr><td>FPS</td><td>Frames Per Second</td></tr> <tr><td>GB</td><td>Gigabyte</td></tr> <tr><td>GUI</td><td>Graphical User Interface</td></tr> <tr><td>HTTP</td><td>Hypertext Transfer Protocol</td></tr> <tr><td>HTTPS</td><td>Hypertext Transfer Protocol Secure</td></tr> <tr><td>ID</td><td>Identifier</td></tr> <tr><td>IPC</td><td>Industrial Personal Computer</td></tr> <tr><td>IP</td><td>Internet Protocol</td></tr> <tr><td>IP Camera</td><td>Internet Protocol Camera</td></tr> <tr><td>LAN</td><td>Local Area Network</td></tr> <tr><td>LED</td><td>Light Emitting Diode</td></tr> <tr><td>MAC</td><td>Media Access Control Address</td></tr> <tr><td>MB</td><td>Megabyte</td></tr> <tr><td>MES</td><td>Manufacturing Execution System</td></tr> <tr><td>MFA</td><td>Multi-Factor Authentication</td></tr> <tr><td>NTP</td><td>Network Time Protocol</td></tr> <tr><td>NVR</td><td>Network Video Recorder</td></tr> <tr><td>OEM</td><td>Original Equipment Manufacturer</td></tr> <tr><td>OPEX</td><td>Operational Expenditure</td></tr> <tr><td>POC</td><td>Proof of Concept</td></tr> <tr><td>POE</td><td>Power over Ethernet</td></tr> <tr><td>PPRA</td><td>Public Procurement Regulatory Authority</td></tr> <tr><td>QR Code</td><td>Quick Response Code</td></tr> <tr><td>RAID</td><td>Redundant Array of Independent Disks</td></tr> <tr><td>RAM</td><td>Random Access Memory</td></tr> </table>	Term	Explanation	API	Application Programming Interface	ATL	Active Taxpayer List	BOM	Bill of Materials	CCTV	Closed Circuit Television	CKD	Completely Knocked Down	CPU	Central Processing Unit	DBMS	Database Management System	DNS	Domain Name System	ERP	Enterprise Resource Planning System	FBR	Federal Board of Revenue	FPS	Frames Per Second	GB	Gigabyte	GUI	Graphical User Interface	HTTP	Hypertext Transfer Protocol	HTTPS	Hypertext Transfer Protocol Secure	ID	Identifier	IPC	Industrial Personal Computer	IP	Internet Protocol	IP Camera	Internet Protocol Camera	LAN	Local Area Network	LED	Light Emitting Diode	MAC	Media Access Control Address	MB	Megabyte	MES	Manufacturing Execution System	MFA	Multi-Factor Authentication	NTP	Network Time Protocol	NVR	Network Video Recorder	OEM	Original Equipment Manufacturer	OPEX	Operational Expenditure	POC	Proof of Concept	POE	Power over Ethernet	PPRA	Public Procurement Regulatory Authority	QR Code	Quick Response Code	RAID	Redundant Array of Independent Disks	RAM	Random Access Memory
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REST API	Representational State Transfer Application Programming Interface
RFID	Radio Frequency Identification
RBAC	Role-Based Access Control
SLA	Service Level Agreement
SKD	Semi Knocked Down
SKU	Stock Keeping Unit
SQL	Structured Query Language
SSL	Secure Sockets Layer
TCP/IP	Transmission Control Protocol / Internet Protocol
TLS	Transport Layer Security
UI	User Interface
UPS	Uninterruptible Power Supply
URL	Uniform Resource Locator
USB	Universal Serial Bus
UUID	Universally Unique Identifier
VPN	Virtual Private Network
WAN	Wide Area Network
WMS	Warehouse Management System
XML	Extensible Markup Language
JSON	JavaScript Object Notation

B. Business Functions and Performance Requirement

01. **Business Requirements to Be Met by the Production Monitoring System**
- The solution specified in this RFP shall establish a product-level traceability and production monitoring framework for household electronic appliances manufactured and/or assembled in Pakistan. The system shall uniquely identify each finished appliance, verify its production through approved monitoring mechanisms, maintain a complete audit trail of production events, and transmit relevant information to FBR's monitoring systems.
- The solution shall support household electronics manufacturing and assembly operations including, but not limited to, Air Conditioners, Refrigerators, Deep Freezers, Washing Machines, Televisions, Microwave Ovens and other household electronic appliances notified by FBR from time to time.
- The system shall enable FBR to monitor production volumes, verify declared production, analyze production trends, identify anomalies, and compare actual production activity with information reported by manufacturers. The system shall support product-level traceability through secure serialization and verification technologies and provide authorized users access to centralized dashboards and reporting tools.
- In order to achieve this objective, the solution deployed at each manufacturing facility shall comprise the following hardware and software components (indicative and non-exhaustive):

	Product Identification/ Serialization /Equipment The system shall utilize industrial-grade product serialization technologies capable of generating and assigning/applying unique identifiers to each finished appliance or video analytics systems to accurately detect and count each finished appliance. Depending upon the proposed solution, this may include: • Industrial QR/Data Matrix code printers; • Digital/Paper based stamp generation and application systems; • RFID encoding systems; • AI/ML based Video Analytics Systems; • Label verification equipment; and • Associated software required for serialization management. The proposed solution shall ensure that every finished appliance receives a unique and verifiable identifier prior to packaging and dispatch. Industrial Scanning/Detection Equipment The system shall utilize industrial-grade fixed scanners / cameras for detection, counting and verification of serialized products. Depending upon the solution proposed, Scanning infrastructure shall: • Detect and verify serialized identifiers at designated production stages; • Support automatic detection and counting of product model and SKU; • Validate that identifiers are unique and authentic; • Prevent duplicate counting of finished products; • Support cross-validation of production events across multiple verification points. The bidder shall be responsible for providing protective enclosures, mounting arrangements and safeguards necessary to ensure uninterrupted operation in industrial environments. Detection and Verification Cameras Industrial cameras shall be deployed at designated verification points including, where applicable: • Product serialization stations; • Testing stations; • Packaging stations;
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	• Dispatch and warehousing locations; and • Other monitoring points approved by FBR. The purpose of the cameras shall be to provide visual verification of production events, support auditability, facilitate exception investigation and provide secure live monitoring access where required by FBR. Video footage shall be securely retained locally and/or centrally in accordance with retention policies prescribed by FBR. Local Processing Infrastructure A robust local processing environment shall be deployed at each facility comprising: • Industrial PCs; • Edge servers; • Local databases; • Storage infrastructure; • Network equipment; and • Other supporting components required for system operation. The local infrastructure shall process, validate and securely store production event data prior to transmission to FBR systems. Electrical Cabinet and Site Infrastructure • A robust industrial-grade cabinet shall house critical system components including: • Power supplies; • Network equipment; • Processing devices; • Communication devices; • Backup power components; and • Environmental protection systems. The bidder shall ensure compliance with applicable industrial standards for environmental protection, safety and operational reliability. Workstation The solution shall include a workstation equipped with: • Display screen;
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	• Keyboard and mouse; • Administration software; and • Monitoring tools. The workstation shall enable authorized personnel to perform configuration, diagnostics, calibration, monitoring and operational support activities. Network and Communication Requirements Local Area Network (LAN) The local network shall connect all deployed components including: • Serialization equipment; • Scanners; • Cameras; • Edge servers; • Industrial PCs; • Workstations; and • Other peripherals. Internet Connectivity The manufacturing facility shall provide primary internet connectivity. The Vendor shall provide backup connectivity arrangements to ensure uninterrupted transmission of production and traceability data to FBR systems during connectivity outages. Secure Communications All communications between facility systems and FBR systems shall utilize secure encrypted channels and comply with cybersecurity requirements prescribed by FBR.
02.	Functional Performance Requirements Product Registration and Management System The solution shall provide a centralized product registration and management module enabling registration and management of: • Product categories; • Brands; • Models;

- SKUs;
- Product variants;
- Serialization templates; and
- Manufacturing facility information.

The system shall provide secure role-based access controls and user-friendly interfaces for management of product information.

The bidder shall clearly define procedures for registration of new products, new models and changes to existing product master data.

Capture Production Events

The solution shall capture production events associated with finished appliances at designated verification points.

Production events may include:

- Product serialization;
- Product verification;
- Quality assurance completion;
- Packaging completion;
- Warehouse entry;
- Dispatch confirmation; and
- Other configurable production milestones.

The system shall support verification through scanners, cameras, industrial devices, machine interfaces and other approved technologies.

The system shall maintain an auditable production history for each serialized unit.

Ingest, Transform and Load Data

The local processing infrastructure shall ingest production events generated by scanners, cameras and other devices.

The solution shall:

- Validate captured information;
- Eliminate duplicate transactions;
- Detect anomalies;

	• Associate production events with timestamps; • Associate production events with unique identifiers; and • Prepare structured records for secure transmission to FBR systems. The bidder shall ensure sufficient processing capacity and resilience to site-specific operational conditions. Store Data The solution shall securely store: • Product master data; • Serialization records; • Production events; • Verification records; • Images and videos; • Audit logs; and • System activity records. Data retention periods shall comply with FBR requirements. Connect Data The solution shall securely publish production and traceability data to FBR-designated systems. The Vendor shall ensure: • Secure API integration; • Automated data synchronization; • Secure transmission protocols; • Cybersecurity controls; • Business continuity arrangements; and • Recovery procedures during connectivity outages. The Vendor shall also ensure seamless integration with FBR monitoring platforms, analytics systems and future regulatory systems. Visualize Data The solution shall provide a web-based and mobile-friendly dashboard for authorized users.
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The dashboard shall support filtering and analysis based on:

- Manufacturer;
- Facility;
- Product category;
- Brand;
- SKU;
- Product model;
- Production shift;
- Time period; and
- Other configurable parameters.

The dashboard shall support drill-down from aggregate production figures to individual serialized products.

Indicative metrics include:

Metric Category	Metric
Production Volumes	Total Units Produced
Production Volumes	Total Units Produced by Product Category
Production Volumes	Total Units Produced by Brand
Production Volumes	Total Units Produced by SKU
Production Volumes	Total Units Produced by Product Model
Production Volumes	Total Units Produced by Manufacturing Facility
Production Volumes	Total Units Produced by Production Shift
Production Volumes	Daily /Weekly/Monthly Production Volume
Traceability	Total Serialized Products
Traceability	Total Verified Products
Traceability	Total Packaged Products
Compliance Monitoring	Duplicate Identifiers Detected
Compliance Monitoring	Invalid Identifiers Detected
Compliance Monitoring	Missing Production Events
Compliance Monitoring	Missing Verification Events
Comparative Analysis	Hourly Production Comparison
Comparative Analysis	Daily Production Comparison

	Comparative Analysis	Monthly Production Comparison
	Comparative Analysis	Facility-w

Alert Management System

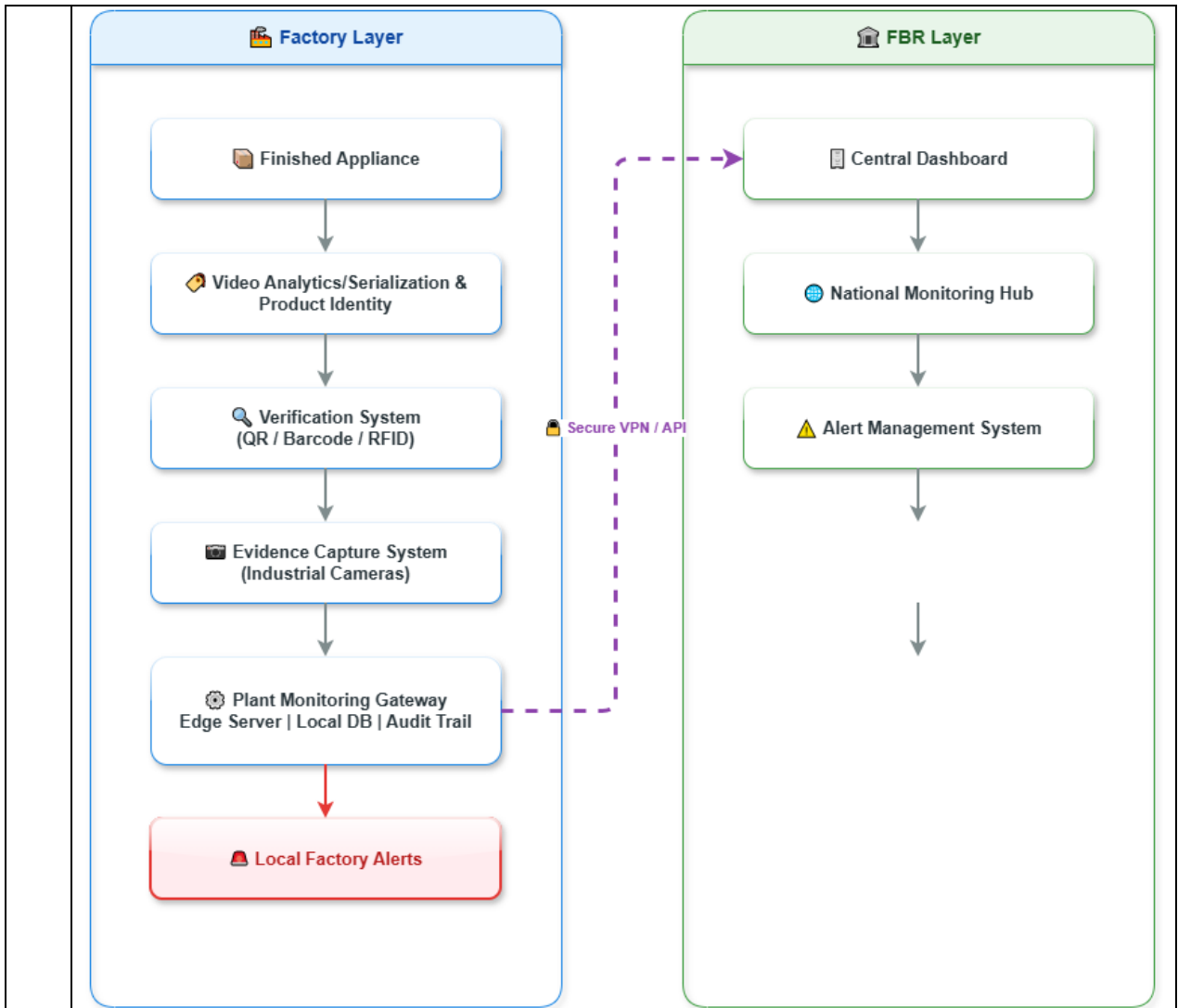
The solution shall provide configurable alerting and exception management capabilities.

Alerts shall be available both on-site and through FBR monitoring systems.

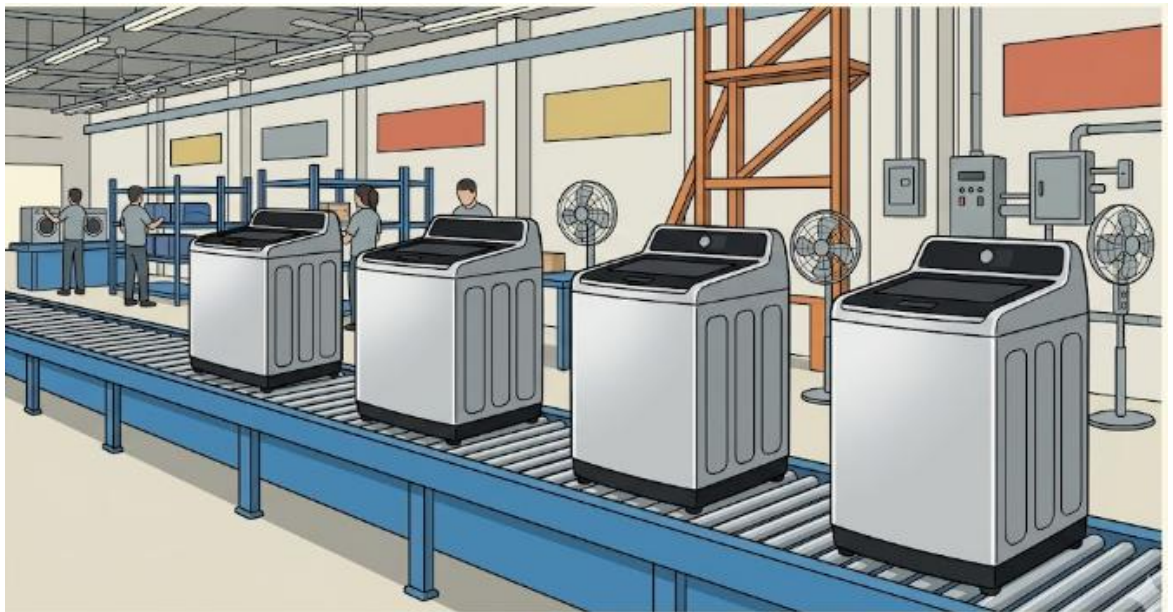
Indicative alerts include:

Alert Category	Alert
System Functionality	Scanner Failure
System Functionality	Scanner Communication Loss
System Functionality	Camera Failure
System Functionality	Camera Obstruction
System Functionality	Server Failure
System Functionality	Storage Capacity Threshold Exceeded
System Functionality	Power Outage
System Functionality	Network Outage
System Functionality	Data Synchronization Failure
System Functionality	System Downtime Exceeding Threshold
Serialization Integrity	Duplicate Identifier Detected
Serialization Integrity	Invalid Identifier Detected
Serialization Integrity	Unreadable QR/Data Matrix Code
Serialization Integrity	Identifier Reuse Detected
Serialization Integrity	Missing Product Identifier
Production Compliance	Production Event Not Recorded
Production Compliance	Verification Event Missing
Production Compliance	Packaging Without Serialization
Production Compliance	Packaging Without Verification
Production Compliance	Unexpected Production Volume Spike

		Production Compliance	Unexpected Production Volume Drop
		Data Integrity	Transaction Mismatch
		Data Integrity	Duplicate Transaction Detected
		Data Integrity	Missing Transaction Record
		Data Integrity	Failed Data Upload
		Security	Unauthorized User Access Attempt
		Security	Failed Authentication Attempts Exceeding Threshold
		Security	Tampering with System Configuration
		Security	Tampering with Serialization Records
		Operational Monitoring	Repeated Verification Failures
		Operational Monitoring	Excessive Exception Generation
		Operational Monitoring	Production Station Not Reporting Data
	High Level Architecture Diagram:		



Indicative Industry Process Overview:



3. **Related Information Technology Issues and Initiatives**

- i. A centralized monitoring platform shall be established at FBR, which shall be integrated with the household electronics production traceability and monitoring systems deployed at designated manufacturing and assembly facilities. The facility-level systems shall capture, process and store serialized product records, production events, verification records and

	associated audit information relating to finished household electronic appliances and shall securely transmit such information to FBR through real-time or near real-time integrations. The centralized platform shall enable FBR to monitor production activities, verify declared production volumes, analyze compliance trends, generate alerts and maintain a comprehensive repository of production and traceability information across all participating manufacturers.
C. Technical Specification	
01.	General Technical Requirements i. Language Support All hardware, software, databases, dashboards, management consoles, monitoring applications, mobile applications, APIs, reports, alerts and associated information technologies comprising the Household Electronics Production Traceability and Monitoring System shall support the English language as a minimum requirement. All display technologies, databases and software applications shall support the ISO 639-1 EN character set and perform sorting, indexing and searching in accordance with recognized international standards, including ISO/IEC 14651 or equivalent. The proposed solution should additionally be capable of supporting future multilingual deployments, including Urdu, without requiring substantial redesign. ii. Date and Time Management All components of the solution shall properly capture, process, display, store, synchronize and transmit date and time information. The system shall support standardized timestamps for all serialization, verification, production, packaging, warehousing, dispatch and audit events. All date and time information shall support 21st Century and future date formats and shall be synchronized through Network Time Protocol (NTP) or equivalent mechanisms to ensure consistency across all deployed facilities and FBR systems. ii. Electrical Power Requirements All active (powered) equipment shall operate on Pakistan standard electrical supply conditions of 220V AC $\pm 20V$ and 50Hz $\pm 2Hz$. For DC-powered industrial equipment, including but not limited to: • Serialization equipment; • Verification scanners; • RFID devices; • Industrial cameras; • Industrial PCs; • Edge servers; • Network switches;

	• Communication devices; and Other field equipment, power shall be supplied through industrial-grade regulated power supplies operating at appropriate voltages, including 12V DC, 24V DC or other manufacturer-recommended industrial standards. All supplied equipment shall include power connectors, plugs and accessories compatible with electrical standards applicable within Pakistan. The Vendor shall ensure appropriate surge protection, power conditioning, grounding and electrical safety arrangements for all deployed equipment. iv. Industrial Environment Compliance All hardware components shall be designed and certified for continuous operation within industrial manufacturing environments. The proposed equipment shall be suitable for deployment within household electronics manufacturing and assembly facilities and shall be capable of operating reliably under conditions typically encountered in industrial production environments including: • Dust; • Vibration; • Electrical noise; • Variable temperature conditions; • Humidity; and • Continuous operational workloads. All mounting structures, brackets, enclosures, cable management systems, junction boxes and protective housings shall be industrial grade and designed for long-term operational reliability. Unless otherwise specified, all field-deployed equipment including scanners, cameras, RFID devices, networking equipment, electrical cabinets and associated infrastructure shall provide a minimum ingress protection rating of IP65, with IP66 or higher preferred for equipment installed in exposed industrial locations. v. Cybersecurity and Information Security Requirements The proposed solution shall incorporate cybersecurity controls aligned with internationally recognized information security standards. The solution shall support: • Secure authentication mechanisms; • Role-based access controls; • Multi-factor authentication for administrative access; • Encryption of data at rest and in transit; • Audit logging; • Secure software updates;
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	• Device hardening; • Malware protection; and • Security event monitoring. The Vendor shall ensure that all communications between manufacturing facilities and FBR systems are protected using secure encrypted communication protocols. vi. Availability and Reliability Requirements All critical components of the proposed solution shall be designed for high availability and continuous operation. The proposed solution shall: • Support 24x7 operation; • Provide automatic recovery mechanisms following communication failures; • Support local buffering during network outages; • Automatically synchronize data upon restoration of connectivity; • Support fault monitoring and diagnostics; and • Maintain a minimum overall operational availability of 99%. vi. Scalability Requirements The solution shall be capable of supporting future expansion without significant redesign. • The architecture shall support: • Additional manufacturing facilities; • Additional product categories; • Additional serialization technologies; • Additional verification technologies; • Increased transaction volumes; • Additional users; and • Future integration with other FBR systems. viii. Interoperability Requirements • The proposed solution shall support integration with: • FBR monitoring systems; • FBR analytics platforms; • Product serialization repositories; • ERP systems; • Manufacturing Execution Systems (MES); • Warehouse Management Systems (WMS); • Customs systems; • E-Invoicing systems; and
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	• Other authorized third-party systems. The Vendor shall provide documented APIs, integration services and technical specifications required for interoperability. ix. Data Retention and Auditability The system shall maintain complete audit trails for all critical events including: • Production detection; • Product serialization; • Product verification; • Production events; • Authentication requests; • Administrative activities; and • System configuration changes. Audit records shall be tamper-resistant and retained in accordance with retention periods prescribed by FBR. x. Technology Neutrality The proposed solution shall be based on a secure product marking, serialization, verification and traceability framework and may utilize physical security marks, digital security marks, secure labels, digital stamps, RFID technologies, QR/Data Matrix codes or hybrid technologies. However, irrespective of the underlying technology employed, the solution shall provide: • Unique product identification; • Product authentication; • Production verification; • Traceability; • Auditability; • Compliance monitoring; and • Integration with FBR's centralized monitoring platform.
02.	Hardware Specifications Disclaimer: The specifications, technologies, components and brands referenced below are indicative and non-exhaustive, and are provided solely to illustrate the functional requirements of the proposed solution. Bidders may propose equivalent or superior technologies, products and architectures, provided that the proposed solution fully complies with the technical, operational and performance requirements of this RFP. The inclusion of any technology, brand or product shall not be construed as creating any preference, exclusivity or advantage for any bidder.

Sr. No.	Component Category & Function	Indicative Brands (or Equivalent)
1	For Product Identification & Serialization Systems (For Unique Product Identification) Equipment for generating, applying and managing unique identifiers for finished appliances. May include QR/Data Matrix, RFID, serialized labels, digital identifiers or equivalent technologies.	Zebra Technologies, Honeywell, SATO, Toshiba TEC, Markem-Imaje, Videojet, Domino, Avery Dennison
2	For Industrial Verification & Authentication Systems (For Product Verification & Traceability) Devices and systems capable of verifying product identifiers and validating product records during production, warehousing and dispatch processes.	Cognex, Keyence, Datalogic, Zebra, Honeywell, SICK, HikRobot
3	For Industrial Vision & Evidence Capture Systems (For Production Monitoring & Audit Trail Generation) Industrial cameras and imaging systems for capturing visual evidence of production, verification and dispatch events.	Axis Communications, Hikvision, Dahua, Hanwha Vision, Basler, IDS Imaging, Teledyne FLIR
4	For Video Analytics & Computer Vision Platforms (For Automated Product Detection, Classification & Monitoring) AI-enabled platforms capable of detecting, classifying and monitoring finished appliances and production events.	NVIDIA Metropolis, Cognex VisionPro, HikRobot AI Vision, Landing AI, Intel OpenVINO, Roboflow Enterprise
5	For Industrial Sensors & Detection Systems (For Triggering, Validation & Automation) Sensors for product presence detection, conveyor monitoring, equipment status monitoring and automated event triggering.	IFM, SICK, Banner Engineering, Omron, Baumer, Pepperl+Fuchs
6	Industrial PCs (IPC), Edge Computing & PLC Platforms (For Local Processing & Data Storage) Rugged industrial computing platforms for processing production events, verification records, video streams and traceability data.	Siemens, Advantech, Beckhoff, Moxa, Dell Edge Gateway, Lenovo Industrial Solutions, Allen-Bradley
7	RFID (Where Applicable) (For	Zebra, Impinj, Honeywell, FEIG

		Contactless Product Identification & Verification) Readers, antennas and associated infrastructure for RFID/NFC-based product identification and monitoring.	Electronic, Alien Technology
	8	Electrical Cabinets & Industrial Enclosures (For Equipment Protection & Reliability) Industrial enclosures for hosting edge computing, networking and monitoring equipment in manufacturing environments.	Rittal, Schneider Electric, nVent Hoffman, ABB, Fibox
	9	Industrial Networking & Cybersecurity Infrastructure (For Secure Data Transmission) Managed switches, firewalls, VPN gateways and communication devices for secure transmission of production and traceability data to FBR.	Cisco Industrial Ethernet, Fortinet, Palo Alto Networks, Moxa, Hirschmann, Teltonika
	10	Network Video Recording & Evidence Storage Systems (In case of Video Analytics System, for Audit Trail Retention) Systems for storage and retrieval of video, images and evidence associated with production monitoring events.	Milestone Systems, Genetec, Hikvision, Dahua, Synology, QNAP
	11	Central Analytics Platform (For Monitoring, Reporting & Reconciliation) Software platforms for production monitoring, traceability, analytics, exception management and regulatory reporting.	Microsoft Power BI, Grafana, Ignition SCADA, Tableau, Elastic Stack, Custom Enterprise Platforms
	12	Database & Application Platforms (For Data Management & Integration) Databases and middleware platforms for storage, processing and integration of production and traceability information.	PostgreSQL, MS SQL Server, Oracle Database, MySQL, MongoDB
	13	Software Stack & Integration Framework (For Interoperability & FBR Integration) APIs, middleware and application frameworks enabling integration with FBR monitoring systems and manufacturer platforms.	.NET Core, Java, Python, Node.js, REST APIs, Kafka, RabbitMQ
03.	Network and Communications Specifications The proposed Household Electronics Production Traceability and Monitoring System shall provide secure, reliable and scalable communications infrastructure		

	capable of supporting product serialization, verification, authentication, evidence capture and real-time integration with FBR monitoring platforms. The network architecture shall support secure communication between factory-level systems, centralized FBR systems and authorized third-party integrations while ensuring confidentiality, integrity and availability of all production and traceability information. 1. Local Area Network (LAN) a) Equipment and Software The Local Area Network (LAN) shall interconnect all deployed factory-level components including, but not limited to: i. Product Serialization Equipment; ii. Security Marking Systems; iii. Product Verification Scanners; iv. RFID Readers (where applicable); v. Industrial Cameras; vi. Network Video Recorders (NVRs); vii. Industrial PCs (IPCs); viii. Edge Servers; ix. Plant Monitoring Gateways; x. Operator Workstations; xi. Local Databases; and xii. Other supporting infrastructure. Industrial switches shall support: • Gigabit Ethernet connectivity; • VLAN capabilities; • Port security; • Access control lists (ACLs); • Device authentication; • SNMP monitoring; • Industrial operating environments; and • Future scalability requirements. Indicative Vendors: • Cisco Industrial Ethernet • Moxa • Phoenix Contact • Siemens • Schneider Electric b) Cabling Infrastructure
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The Vendor shall be responsible for complete design, supply and installation of all communication and power cabling required for the solution.

The cabling infrastructure shall include:

- Industrial Ethernet Cabling;
- Fiber Optic Cabling (where required);
- Power Cabling;
- Structured Cable Management Systems;
- Conduits and Cable Trays;
- Surge Protection Devices;
- Grounding Systems; and
- Associated Installation Accessories.

All network points, cables and communication devices shall be uniquely identified and documented in the final installation drawings.

2. Wide Area Network (WAN)

a) Standards

The proposed solution shall support secure communication with centralized FBR systems and comply with internationally recognized networking, cybersecurity and interoperability standards.

Indicative standards include:

- ISO/IEC 27001
- ISO/IEC 27002
- ISO/IEC 27017
- ISO/IEC 27018
- NIST Cybersecurity Framework
- OWASP Security Guidelines
- TLS 1.2 or higher

or equivalent internationally recognized standards.

b) Communication Equipment and Software

The Plant Monitoring Gateway, Edge Server and associated processing infrastructure shall securely connect to FBR-designated systems through encrypted communication channels.

The Vendor shall implement cybersecurity controls including but not limited to:

- Virtual Private Networks (VPN);
- Firewalls;
- Intrusion Detection and Prevention Systems (IDS/IPS);

	• Endpoint Protection; • Secure Device Authentication; • Role-Based Access Control (RBAC); • Multi-Factor Authentication (MFA); and • Security Monitoring and Logging. The proposed architecture shall ensure that production monitoring data remain protected during storage, processing and transmission. c) Backup Communication Infrastructure Primary internet connectivity shall ordinarily be provided by the manufacturer. However, the Vendor shall be responsible for ensuring continuous operation of the system and shall therefore provide appropriate backup communication mechanisms. Backup communication solutions may include: • 4G/5G Industrial Routers; • Secondary ISP Connections; • SD-WAN Connectivity; • Cellular Backup Services; or • Equivalent technologies. The solution shall continue capturing, storing and validating serialization, verification and production-event data during communication outages and shall automatically synchronize all pending transactions with FBR systems once connectivity is restored.
04.	Software Specifications 1. Networking and Communication Software a) Domain Name Services (DNS) The solution shall support Domain Name Services (DNS) for reliable resolution of hostnames, applications, devices and services deployed within the Household Electronics Production Traceability and Monitoring System. b) Virtual Networking The solution shall support secure virtual networking capabilities, including creation of logical networks, network segmentation, firewall rules, secure routing and access controls to facilitate secure communication between factory-level systems and FBR monitoring platforms. c) Network Segmentation The proposed solution shall support logical separation of production, testing, development and administrative environments to enhance security, operational stability and system manageability. 2. Communication Software

	a) Time Synchronization Services The solution shall provide Network Time Protocol (NTP) or equivalent services to ensure synchronized timestamps across all deployed devices, applications, databases, serialization systems, verification systems and FBR monitoring platforms. b) Security Services The solution shall support security controls including firewalls, web application security mechanisms, secure API gateways and communication filtering capabilities to protect system components against unauthorized access and cyber threats. c) Remote Access Services The solution shall provide secure remote access capabilities for authorized administrators, support personnel and FBR officials for system monitoring, diagnostics, maintenance and operational support. d) Secure Internet Connectivity The solution shall support secure internet connectivity for data transmission, software updates, security patch management and integration with centralized FBR systems. All communications shall utilize encrypted communication protocols and secure authentication mechanisms. 3. Serialization and Traceability Software The solution shall include software components required for secure product marking, serialization, authentication of finished household electronic appliances. The software shall support: i. Generation of unique product identifiers; ii. Management of serialization records; iii. Product authentication and verification; iv. Management of overt, semi-covert, covert and digital security features (where required); v. Product lifecycle tracking; vi. Audit trail management; and vii. Integration with FBR monitoring systems. viii. Indicative technologies may include relational databases, application servers, cryptographic services and secure serialization engines.
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	4. Database Software and Development Tools ix. The solution shall utilize industry-standard database technologies for storage and management of: • Product master data; • Serialization records; • Production events; • Verification events; • Evidence records; • Audit logs; and • System configuration data. Indicative technologies include: • Microsoft SQL Server; • PostgreSQL; • MySQL; • Oracle Database; or • Equivalent enterprise-grade database platforms. The proposed solution shall provide documented APIs and integration services to facilitate interoperability with FBR systems and authorized third-party applications. 5. Business Application Software The Vendor shall provide a secure, interactive and user-friendly application for management, monitoring, reporting and analytics. The application shall support: • Product registration and management; • Serialization management; • Production monitoring; • Verification management; • Alert management; • Compliance monitoring; • Reporting and analytics; • User administration; and
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	• Dashboard customization. The user interface shall be web-based, responsive and compatible with desktop, tablet and mobile devices. Indicative technologies may include HTML5, CSS3, JavaScript frameworks, mobile-responsive user interface technologies or equivalent enterprise-grade platforms. 6. Monitoring and Analytics Software The solution shall provide monitoring and analytics capabilities enabling: • Real-time monitoring of production events; • Tracking of serialized products; • Alert generation and exception management; • Production trend analysis; • Compliance monitoring; • Reconciliation and audit support; and • Generation of operational and regulatory reports. The analytics platform shall support configurable dashboards, filters, visualizations and reporting tools for authorized FBR personnel and other approved users. 7. Security and Audit Software The solution shall provide built-in security and audit capabilities including: • User authentication; • Role-based access control; • Multi-factor authentication (where applicable); • Audit logging; • Activity monitoring; • Data encryption; • Security event monitoring; and • Secure backup and recovery mechanisms. The software shall maintain complete audit trails of all critical transactions, system activities and administrative actions performed within the system.
05.	System Management, Administration, and Security Specifications

	i. General Requirements In addition to the management, administration, operational and security requirements specified for the various hardware, software, serialization, verification, traceability and monitoring components of the Household Electronics Production Traceability and Monitoring System, the proposed solution shall provide the following management, administration and security capabilities at the overall system level. a. Technical Management and Troubleshooting The proposed solution shall provide comprehensive technical management capabilities to ensure continuous and reliable operation of all system components deployed at manufacturing facilities and within FBR's centralized monitoring environment. The solution shall support: i. Centralized monitoring of all deployed devices and applications; ii. Real-time health monitoring of serialization, verification and evidence capture systems; iii. Remote diagnostics and troubleshooting capabilities; iv. Device status monitoring and fault detection; v. Automated notification of system failures and abnormal conditions; vi. Performance monitoring and reporting; vii. Software and firmware version management; viii. Remote software updates and patch deployment; and ix. Comprehensive logging of operational events and technical incidents. The Vendor shall provide documented and system-based procedures for fault management, issue escalation, incident response and problem resolution. b. User and Usage Administration The solution shall provide centralized user administration and access management capabilities across all components of the system. The system shall support: • Role-Based Access Control (RBAC); • User registration and management; • Assignment of user roles and permissions; • Multi-level approval workflows where required; • User activity monitoring; • Session management; • Password policy enforcement; • Account lockout controls; • User access auditing; and • Secure management of administrative privileges. • The solution shall support separate user roles for: • FBR System Administrators;
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	• FBR Monitoring Officers; • FBR Audit and Enforcement Personnel; • Manufacturer Administrators; • Manufacturer Operational Users; • Vendor Support Personnel; and • Other authorized stakeholders as designated by FBR. All user activities performed within the system shall be recorded and retained in tamper-resistant audit logs. c. Maintenance Protocols and Training The Vendor shall establish comprehensive maintenance and support procedures to ensure continuous operational availability of the system. The Vendor shall provide: • Preventive maintenance schedules; • Corrective maintenance procedures; • Incident response procedures; • Disaster recovery procedures; • Business continuity procedures; • Software update and patch management procedures; • Backup and restoration procedures; and • System performance review mechanisms. The Vendor shall also provide comprehensive training programs for both FBR personnel and manufacturer personnel covering: • System operation; • Product serialization procedures; • Verification procedures; • Dashboard utilization; • Alert management; • Reporting functions; • User administration; • Basic troubleshooting; and • Security awareness requirements. Training materials shall include user manuals, operating procedures, technical documentation and reference guides. d. Security The proposed solution shall implement a multi-layer security architecture to protect the integrity of production monitoring, serialization and traceability operations. The security framework shall include: - Physical Security - Protection of serialization equipment; - Protection of verification devices;
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	Protection of evidence capture devices; Secured installation of networking equipment; Secured electrical cabinets and control systems; and Protection against unauthorized physical access. Product Security The solution shall support secure product marking and serialization mechanisms incorporating: x. Overt security features (wherever required by FBR); xi. Semi-covert security features (wherever required by FBR); xii. Covert security features (wherever required by FBR); xiii. Digital security features; and Authentication mechanisms approved by FBR. The system shall prevent: • Duplication of identifiers; • Unauthorized generation of identifiers; • Identifier reuse; • Product cloning; • Counterfeit marking; and • Unauthorized modification of product records. • Information Security The solution shall support: • Data encryption at rest and in transit; • Secure communications using industry-standard encryption protocols; • Secure API access; • User authentication and authorization; • Multi-factor authentication for privileged users; • Secure credential management; • Security event logging; • Security monitoring and alerting; and • Vulnerability management. • Audit and Compliance Security • The solution shall maintain complete and tamper-resistant audit trails for: • Product serialization events; • Product verification events; • Authentication transactions; • Production monitoring records; • User activities; • Administrative actions; • System configuration changes; and • Security-related events.
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	Audit logs shall be securely retained and made available to authorized FBR personnel for compliance verification, investigation and enforcement purposes. Business Continuity and Disaster Recovery The solution shall provide: • Automated backup mechanisms; • Data recovery procedures; • Redundant storage arrangements where applicable; • Local data buffering during connectivity outages; • Automatic synchronization upon restoration of connectivity; and • Disaster recovery capabilities sufficient to ensure continuity of critical production monitoring and traceability operations. The overall system architecture shall be designed to ensure confidentiality, integrity, availability, authenticity and non-repudiation of all production, serialization, verification and traceability data managed under the solution.
06.	Service Specifications Training and Training Materials: User Training The Vendor shall provide comprehensive training programs for FBR personnel, manufacturer personnel and authorized system administrators for effective operation, management and maintenance of the Household Electronics Production Monitoring System. The training curriculum shall, at a minimum, cover the following areas: • General overview of the production traceability and monitoring solution; • Secure product marking and serialization procedures; • Product verification and authentication processes; • Use of monitoring dashboards and reporting tools; • Alert management and exception handling; • Product registration and SKU/model management; • Routine system maintenance procedures; • Common troubleshooting procedures; • System administration and user management; and • Compliance monitoring and audit support functions. The Vendor shall provide all necessary training materials, user manuals, operating procedures and technical documentation in both hardcopy and electronic formats. Technical Support The Vendor shall provide comprehensive technical support and operational

assistance for a minimum period of three (03) years from the date of commissioning, which may be extended by FBR if required.

The Vendor shall:

- Provide installation, configuration, testing and commissioning services for all deployed systems;
- Provide preventive and corrective maintenance services;
- Diagnose and resolve hardware, software, networking and integration issues;
- Replace or repair defective equipment and components during the warranty period at no additional cost;
- Provide software updates, firmware upgrades, security patches and version enhancements throughout the support period;
- Maintain compatibility with FBR systems and approved third-party technologies; and Provide remote and on-site technical support as required.

A user support helpdesk shall be available at least twenty-four (24) hours per day, six (06) days per week.

Compliance Documentation

The Vendor shall provide a detailed compliance sheet identifying all proposed hardware, software, security marking technologies, serialization systems, verification equipment, cameras, servers, networking equipment and associated components, including product names, model numbers and technical specifications.

All proposed products shall be sourced from internationally recognized manufacturers or equivalent approved technologies.

Data Migration and Integration

Responsibilities relating to data migration, integration with existing systems and onboarding of manufacturers shall be finalized jointly between the Vendor and FBR during implementation.

The Vendor shall provide all necessary support for integration with FBR monitoring platforms, reporting systems and future regulatory systems.

Post-Deployment Support Services

	Following commissioning, the Vendor shall provide intensive operational support during the initial three (03) months to ensure successful stabilization of the solution in the live production environment. Support activities shall include: • Monitoring system performance and reliability; • Resolving operational issues; • Fine-tuning serialization and verification processes; • Improving data quality and transmission performance; • Supporting compliance monitoring activities; • Assisting FBR in validation and reconciliation of production information; and • Training manufacturer personnel on routine operation and maintenance. Thereafter, the Vendor shall continue to provide planned support services including: • Registration of new products, models and SKUs; • Configuration of new serialization templates and security marking requirements; • Optimization of verification and authentication processes; • Enhancement of dashboards, analytics and reporting functions; • Periodic system health checks and performance reviews; • Refresher training programs; and • Ongoing operational and technical support throughout the contract period.
07.	Documentation Requirements i. End User Documentation The Vendor shall provide comprehensive end-user documentation to support the operation, administration and maintenance of the Household Electronics Production Traceability and Monitoring System. All documentation shall be provided in both hardcopy and electronic formats. ii. Technical Documentation Complete technical documentation shall be supplied for all hardware, software, serialization, verification, networking and monitoring components deployed under the solution. iii. A complete set of documentation shall be maintained at the manufacturing facility and made available to FBR upon request. iv. Documentation shall include, at a minimum, the following: a) User Manual • System operation procedures; • Product serialization and verification procedures;

	• Dashboard and reporting functions; • Alert management procedures; and • Basic troubleshooting guidelines. b) System Administration and Maintenance Manual • Preventive and corrective maintenance procedures; • Backup and recovery procedures; • System configuration procedures; • Software update procedures; and • Technical support escalation procedures. c) System Architecture and Integration Diagrams • High-level solution architecture; • Data flow diagrams; • Integration architecture; • API and communication architecture; and • FBR connectivity design. d) Network Diagrams • LAN and WAN architecture; • Device connectivity diagrams; • IP addressing scheme; • Communication pathways; and • Network security architecture. e) Infrastructure and Installation Drawings • Equipment layout drawings; • Cabinet layouts; • Mounting and installation drawings; • Cable routing diagrams; and • Physical deployment schematics. f) Bill of Materials (BOM) • Complete inventory of all supplied hardware and software components; • Manufacturer name; • Model number; • Part number; • Quantity supplied; and • Version information where applicable. g) Technical Datasheets • Datasheets for all major hardware and software components; • Security marking and serialization technologies; • Verification devices; • Servers; • Networking equipment; and • Supporting infrastructure. h) Spare Parts and Consumables List • Recommended spare parts inventory; • Consumable requirements, if any; • Replacement procedures; and
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	• Recommended stock levels. i) Warranty and Support Documentation • Equipment warranties; • Software support agreements; • Service Level Agreements (SLAs); • Support contact details; and • Escalation procedures. j) Security and Compliance Documentation • Security architecture; • User access matrix; • Audit trail specifications; • Cybersecurity controls; • Backup and disaster recovery procedures; and • Compliance and certification documentation. All documentation shall be updated whenever significant changes are made to the deployed solution and shall remain current throughout the contract period.
08.	Consumables and Other Recurrent Cost Items Vendors shall clearly identify and separately price all consumables, recurring operational costs and subscription-based services associated with the proposed Household Electronics Production Monitoring System. Examples of possible consumables and recurrent cost items include, but are not limited to: • Secure product marking materials, including security labels, paper stamps, digital stamps, RFID/NFC tags, tamper-evident labels or equivalent technologies; • Costs associated with generation, management and maintenance of serialized identifiers and security features; • Cloud hosting, data center hosting or server infrastructure costs; • Software licensing and subscription fees; • Database licensing costs, where applicable; • Operating system licensing costs; • Cybersecurity, VPN, SSL certificate and secure communication service costs; • Mobile verification, authentication or tracking service costs; • SMS, email notification or alerting service costs, where applicable; • Annual maintenance, support and software upgrade subscriptions; • Replacement costs for consumables used in serialization and product

			verification, evidence capture, security features, scalability and operational design		
5	Security Features of Product Marking Solution	Assessment of security features proposed for product authentication.	10	Technical Proposal, Security Feature Documentation	
6	Product Verification, Authentication & Evidence Capture Capability	Assessment of verification mechanisms, audit trails, image/video evidence capture and traceability controls	10	Technical Proposal, Demonstration Material	
7	Integration with FBR Systems and Central Monitoring Platform	Capability to integrate with FBR monitoring systems, APIs, dashboards and reporting platforms	10	Integration Architecture, API Documentation	
8	Operations, Maintenance & Technical Support Framework	Assessment of deployment methodology, maintenance model, support services, SLAs and nationwide support capability	5	Support Plan, Organization Structure, SLA Commitments	
9	Scalability and Future Readiness	Ability to support multiple manufacturers, product categories and future regulatory requirements	10	Technical Proposal	
	Total Marks		100		
Upon submission of proposals, bidders will be evaluated based on the Technical Evaluation Criteria specified above and the POC test. Vendors must achieve a minimum technical evaluation score of 70% and successfully meet the defined POC criteria. 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	Project Plan Requirements The Project Plan submitted by the Authorized Vendor shall comprehensively address the following subjects for the proposed Household Electronics Production Monitoring System: 1. Project Organization and Management Plan • Project governance structure, roles, responsibilities, communication channels and escalation procedures. 2. Solution and Equipment Details • Detailed specifications, quantities, models and manufacturers of all hardware, software, security marking, serialization, verification and networking components. • Indicative cost breakdown per installation site and major solution component. 3. Delivery, Deployment and Installation Plan • Detailed deployment methodology, timelines and installation schedule. • Identification of site readiness requirements including power, connectivity, space and operational dependencies. 4. Business Continuity and Disaster Recovery Plan • Backup, restoration and disaster recovery procedures. • Incident response framework, escalation matrix, recovery objectives and communication procedures. • Procedures for continuity of operations during system, network or infrastructure failures. 5. Training Plan • Training programs for FBR personnel and manufacturer staff covering system operation, product serialization, verification, monitoring, reporting and troubleshooting. • Refresher training and knowledge transfer arrangements. 6. Pre-Commissioning and Operational Acceptance Testing Plan • Testing methodology for validating functionality, performance, integration, security and compliance requirements. • Operational Acceptance Testing (OAT) criteria and sign-off procedures. 7. Warranty and Maintenance Plan

	• Warranty coverage, preventive maintenance schedules, response times and equipment replacement procedures. 8. Project Schedule and Resource Plan • Detailed implementation schedule including key milestones, deliverables and deployment timelines. • Resource allocation plan identifying key personnel and deployment teams. 9. Post-Deployment Service Plan • Stabilization support, performance monitoring and provisions for extended support services. 10. Technical Support Plan • Helpdesk structure, support procedures, escalation matrix, spare parts management and service level commitments. 11. Solution Configuration and Integration Plan • Detailed plan for implementation, customization, integration with FBR systems, cybersecurity controls and future scalability requirements. 12. Compliance and Certification Plan • Compliance with applicable regulatory, security, telecommunications and industry standards. • Details of certifications, approvals and supporting documentation applicable to the proposed solution. 13. Reporting and Monitoring Plan • Mechanism for periodic progress reporting to FBR during implementation. • Dashboards, monitoring tools and reporting framework for tracking system performance, operational status, alerts and compliance metrics.
03.	Inspections i. The Vendor shall be responsible for the safe delivery, installation, configuration and commissioning of all hardware, software and associated components at designated locations in accordance with the approved deployment schedule. ii. FBR or its authorized representatives shall have the right to inspect, test and verify any equipment, software, security marking technologies, serialization systems, verification devices and associated components

			associate image/video evidence with identified products and production events.	successful association.
	Alerts & Audit Trail		System shall generate alerts and maintain complete audit records for key transactions.	Pass: All configured alerts and audit logs successfully demonstrated.
	Dashboard & Reporting		System shall provide production, traceability and compliance reporting.	Pass: Required dashboards and reports successfully demonstrated.

03.	Operational Acceptance Tests i. Pursuant to the relevant provisions of the GCC and SCC, FBR (with the assistance of the Authorized Vendor) shall conduct Operational Acceptance Tests following installation, configuration and commissioning of the Household Electronics Production Monitoring System to verify that the solution complies with all technical, functional, performance, integration and reporting requirements specified in the Contract. ii. The Proof of Concept (POC) Tests shall evaluate the complete end-to-end solution, including unique identifier generation and application, product verification and traceability, evidence capture, data transmission, integration with FBR systems, alert management, audit trail generation, dashboard functionality and reporting capabilities. Successful completion of the POC in accordance with the criteria specified in Section V – Scope of Work shall constitute Operational Acceptance of the solution.
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SECTION VI: STANDARD FORMS

A. STANDARD FORMS FOR

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: [27th July, 2026]

RFB No.: [5(3)TDU/IR/2026]

Request for Bid No.: [insert identification]

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

To: Federal Board of Revenue

We, the undersigned Bidder, hereby submit our Bid, in one part, namely:

(a) the Technical 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 per installation point and breakdown of price per component of deploying the bidder's proposed production monitoring solution excluding any discounts offered in item (c) below is:

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

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

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

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

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

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

Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

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

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

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

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

- 1.5 Qualifications and experience of key personnel proposed for

administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.3(d).

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

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

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

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

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

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by 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
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(a)			
(b)			

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

1.12 Statement of compliance with the requirements of ITB 3.4.

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

2. Joint Ventures

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

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

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

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

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

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

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

3. Additional Requirements

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

We, the undersigned declare that

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

Or [delete statement which does not apply]

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form FIN
Financial Situation and Performance

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

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

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

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

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

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

1. Financial data

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

2. Financial documents

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

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

Average Annual Turnover (Annual Sales Value)

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

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

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

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

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

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

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

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

Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of FBR]*

WHEREAS

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

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

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

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.

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

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

Nationality of beneficial owners along with shares percentage			
	Name	Nationality	Share Percentage
1.			
2.			
3.			
4.			
5.			
To be completed by all owners of partnerships or individually owned firms.			

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

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

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

[Guarantor letterhead or SWIFT identifier code]

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

No.: *[FBR to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

[Signature(s)]

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

Form of Bid-Securing Declaration

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

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

No.: *[number of bidding process]*

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

To: *[complete name of FBR]*

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

Letter of Acceptance

[Letter head paper of the FBR]

[date]

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

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

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

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

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	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 after grant of authorization, 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 Federal Board of Revenue 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 effect delivery as specified in the SCC.
		n)	"Household Electronics Production Traceability and Monitoring System" , also called "the System" or "Production Monitoring System," means all hardware, software, networking, identification, verification, monitoring, data processing, storage, reporting and integration components, together with all associated materials, equipment and services, to be supplied, installed, configured, integrated, commissioned, operated and maintained by the Authorized Vendor under the Contract for the purpose of product identification, production monitoring, traceability, verification, reporting and transmission of information to FBR.
		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 Authorization or Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Authorization or 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 or Authorization shall be interpreted in the following order of priority: (1) Sales Tax Act 1990, (2) Sales Tax Rules, 2006, (3) Form of Contract, (4) Special Conditions of Contract, (5) General Conditions of Contract, (6) Letter of Acceptance, (7) Certificate of Contract Commencement (8) Specifications (9) Contractor's Bid, and (10) 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 Security (or 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 r a certificate of Contract commencement, which shall confirm the start date.

4.	Governing Language	4.1	The Contract as 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 Supplier.
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 Vendor, 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.	Supplier'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 Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
		8.2	The 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 Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract
		8.3	The 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 Supplier'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 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
		9.3	The FBR shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.

		9.4	If requested by the Authorized Vendor, the FBR shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the 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 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 Supplier's discretion

		9.7	Unless otherwise specified in the Contract or agreed upon by the FBR and the Supplier, the FBR shall provide sufficient, properly qualified operating and technical personnel, as required by the 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, and shall be responsible for the continued operation of the System after Operational Acceptance. 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 Vendors's failure to complete its obligations under the Contract.

		10.2	The Performance Guarantee shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the FBR; or
		b)	A cashier's or certified check.
		10.3	The performance guarantee will be discharged by the FBR and returned to the Supplier not later than thirty (30) days following the date of completion of the Authorized Vendor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11.	Taxes and Duties	11.1	In case 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 production monitoring system to the Manufacturers.
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 or Manufacturer'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
		12.5	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 or Manufacturer 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.
		12.6	The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are 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 and Manufacturer 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; (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;
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			(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 suppliers and their subcontractors, (and the FBR may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
			(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 Supplier, 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 Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

		14.2	For the purposes of GCC Clause 14.1, the 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, suppliers, employees, or other contacts of the FBR or the FBR's use of the System.
		14.3	Notwithstanding GCC Clauses 16.1 and 16.2: (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 suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.
		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 Supplier shall not, without the FBR's prior written consent, use any Confidential Information received from the FBR for any purpose other than those that are required for the performance of the Contract.

		14.5	The obligation of a party under GCC Clauses 16.1 through 16.4 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 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
		14.7	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.
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 35.

		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 Supplier 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 NOT APPLICABLE 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 NOT APPLICABLE 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 NOT APPLICABLE 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 Supplier as they are specified in GCC Clauses 18.1 and 18.2, 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.
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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) insurance certificate; (d) certificate(s) of origin; and (e) 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) ¹⁶⁰ certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at the site.
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			(iii) Customs Clearance (a) At the request of the FBR, the Supplier will make available a representative or agent during the process of customs clearance in the FBR's country for goods supplied from outside the FBR's country. In the event of delays in customs clearance that are not the fault of the Authorized Vendor: (b) the Authorized Vendor shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 24;
20.	Product Upgrades	20.1	At any point during performance of the Contract, should technological advances be introduced by the Authorized Vendor for Production Monitoring System and 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 Production Monitoring System and 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 Authorization or Contract, for Components of the Production Monitoring System and Information Technologies still to be delivered, the Authorized Vendor will also pass on to the FBR any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Authorized Vendor in the FBR's Country.

			During performance of the Authorization or 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 Supplier to the Manufacturer of the Household Electronics.
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 Authorization/Contract specifications at no extra cost to the FBR. SCC and the Technical Specifications shall specify what inspections and tests the FBR shall notify the Authorized Vendor in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		21.2	The inspections and tests may be conducted on the premises of the Authorized Vendor 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' arrival in the FBR's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the FBR or its representative.
		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 Authorization or 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 the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, and the Proof of Concept, the Authorized Vendor shall so notify the FBR in writing

		22.2	The Project Director 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 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The 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 24.1. The procedure set out in this GCC Clause 24.2 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 24.1, or if the FBR puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the 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 26.1) shall be commenced by the Authorized: (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. Proof of Concept tests as stated in Sub-section E (2) in Section V of Scope of Work will be conducted to test the entire solution and will serve as the Operational Acceptance Tests.
		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 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the FBR and the 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 production or use for sixty (60) consecutive days. If the System is put into production 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 27.1 (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 Director 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 Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Authorized Vendor shall notify the FBR of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The FBR shall then issue to the Authorized Vendor the Operational Acceptance Certification in accordance with GCC Clause 27.3 (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 27.4 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 26.1, then either: (a) the FBR may consider terminating the Contract, pursuant to GCC Clause 41; 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 Director fails to issue the Operational Acceptance Certificate or fails to inform the Supplier 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 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2
		26.2	The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 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 27.1) 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 Director 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.
		27.3	Upon receipt of such notice, 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 Production Monitoring System, 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 Supplier 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	30.1	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 Supplier 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
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 Supplier of any warranty obligations under this Contract; and
			e)	Training of the FBR's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided.
		31.2		Prices charged by the Supplier to the Manufacturer for related services, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Authorized Vendor for similar services.
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 method of shipment or packing;
			c)	The place of delivery; and/or
			d)	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 Authorization 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.
		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 of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in 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 Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.	
		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 goods delivered 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. FBR may, without prejudice to any other rights or remedies available under applicable laws, regulations, contractual arrangements or authorization conditions, suspend operations pending inquiry or investigation, or immediately de-authorize, terminate or revoke the authorization in cases involving fraudulent activities or practices, including but not limited to data tampering, manipulation of system accuracy, security breaches, aiding or facilitating tax evasion, submission of false information, unauthorized system modifications, or any other act that compromises the integrity, reliability or objectives of the Production Traceability and Monitoring System. Such suspension, de-authorization or termination may be effected immediately and without any cure period where deemed necessary by FBR. FBR may also terminate the authorization for convenience, policy changes, regulatory requirements, restructuring or any other administrative reasons. No compensation, damages, loss of profit, loss of business opportunity or any other claim shall be payable by FBR arising from such suspension, de-authorization or termination.
		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. Force Majeure event excludes the following: • Hardware malfunction • Connectivity issues • Power fluctuation • Cyber attacks
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	The ownership of the Production Monitoring System, Information Technologies and other Goods shall be transferred to the FBR at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

			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
		43.2	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.
47.	Supremacy of Tax Laws	47.1	This authorization and the resulting contract are issued in furtherance of the Sales Tax Act, 1990 and the Sales Tax Rules, 2006, as amended from time to time. In the event of any inconsistency, ambiguity, or conflict between the provisions of this Bidding Document, the Contract, or any related instrument and the provisions of the Sales Tax Act, 1990 or the Sales Tax Rules, 2006, the provisions of the said Act and Rules shall prevail and shall be binding upon the Authorized Vendor without any claim for compensation or adjustment.
		47.2	Nothing contained in this Bidding Document or Contract shall be construed to limit, restrict, or dilute the statutory powers of the Federal Board of Revenue under the applicable tax laws.

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	The FBR is: Federal Board of Revenue
2.	1.1(j)	The Vendor is Authorized Vendor The Client/Manufacturer is Taxpayer-Household Electronics Sector
3.	1.1(q)	The title of the subject authorization or The Project is: AUTHORIZED VENDORS FOR SUPPLY, INSTALLATION AND MAINTENANCE OF PRODUCTION MONITORING SYSTEM IN HOUSEHOLD ELECTRONICS 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	Country of Origin is PAKISTAN
Scope of the System (GCC 7)		
7.	7.1	The scope of the system is to implement an end-to-end Household Electronics Production Traceability and Monitoring System (including software, hardware and system integration)

		utilizing product identification, serialization, verification, video analytics, RFID technologies, machine vision, evidence capture systems or any equivalent validated technology proposed by the bidder, provided that the proposed solution meets the Technical Evaluation and Proof of Concept (POC) criteria defined in Section V – Scope of Work and is cost-effective. The system shall be deployed across household electronics manufacturing and assembly facilities in Pakistan to accurately identify, monitor, verify and record the production of finished appliances, including but not limited to air conditioners, refrigerators, washing machines, televisions, microwave ovens, water dispensers and other products notified by FBR, at designated installation points within the manufacturing, assembly, packaging, warehousing or dispatch processes. The objective of the system shall be to establish reliable product-level traceability and production visibility and to prevent under-reporting, misreporting or manipulation of production records. The proposed solution shall enable independent, near real-time visibility of production activities for FBR through secure transmission of production, verification and traceability information to FBR monitoring systems, thereby supporting transparent audits, verifiable production records, compliance monitoring and accurate tax administration, without causing material disruption to normal manufacturing, assembly, packaging, warehousing or dispatch operations. The Authorization is regulatory and does not warrant or vest any right or claim for loss of future profit.
Supplier Responsibilities (GCC 8)		
8.	8.1	Additional Responsibilities of the Vendor Pre-Award Viability Test The Vendor shall conduct a viability and capability demonstration test (Proof of Concept) during both Stage One and Stage Two at a designated FBR-approved household electronics manufacturing or assembly facility to demonstrate

		that the proposed solution meets the technical, functional, integration and operational requirements specified in this RFP. The POC shall validate, at a minimum, product identification, production monitoring, traceability, verification, evidence capture, reporting and integration with FBR systems. The POC results shall be certified by an FBR-designated technical evaluation committee or inspection body and shall form a prerequisite for authorization and award. Detailed performance and compliance reports shall be submitted to FBR following completion of the POC. Compliance with Security Standards The Vendor shall provide certification from an accredited organization or recognized third party confirming that the proposed hardware, software, firmware, networking and communication components are free from known malicious code, unauthorized access mechanisms, hidden backdoors and critical security vulnerabilities. The Vendor shall implement industry-standard cybersecurity controls for protection of production, traceability and monitoring data. Evaluation Certification The Vendor shall ensure that all critical hardware, software and system components proposed under the solution comply with applicable technical, security and performance standards. Relevant certifications, test reports and compliance documentation shall be submitted to FBR prior to Operational Acceptance. Inspection and Acceptance The Vendor shall facilitate inspection and testing of all supplied equipment, software and associated components by FBR or its authorized representatives to verify compliance with the requirements of this RFP. Inspection may include, but shall not be limited to: • Product identification and verification equipment;
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		• Industrial cameras and evidence capture devices; • Industrial PCs, edge processing devices and local servers; • Networking and communication equipment; • Storage and backup infrastructure; • Electrical cabinets and supporting hardware; • Dashboards, applications and reporting systems; and • Integration with FBR monitoring platforms. Regulatory Compliance Where applicable, all communication, wireless, networking and telecommunications equipment proposed by the Vendor shall comply with applicable PTA requirements and other relevant regulatory standards. Adherence to Specifications The Vendor shall adhere to the technical and functional specifications prescribed by FBR for all components of the proposed Household Electronics Production Traceability and Monitoring System. Such requirements shall include, but not be limited to: Product Identification & Traceability: The system shall reliably identify and maintain traceability of finished household electronic appliances throughout the monitored lifecycle with a preferred accuracy of 99% and a minimum acceptable accuracy of 95% during POC and operational deployment. Verification & Monitoring Capability: The system shall support automated or semi-automated verification of products and maintain complete audit records of monitored production events. Data Storage & Retention: Adequate local and centralized storage shall be provided to securely retain production records, traceability data, audit logs and associated evidence during normal operations and communication outages. System Integration & Connectivity: The solution shall provide seamless integration with FBR monitoring systems and
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		dashboards, enabling secure transmission, monitoring, reporting and analysis of production and traceability information. Scalability & Performance: The solution shall support multiple manufacturers, facilities, production lines and product categories without degradation in performance and shall accommodate future expansion requirements notified by FBR.
FBR's Responsibilities (GCC 9)		
9.	9.1	The FBR shall have the following additional responsibilities: • Ensure site access for Proof of Concept (POC) testing to be conducted by the vendor during both Stage 1 and Stage 2 of the procurement processes. • Ensure site access for installation and operationalization of the production monitoring system. • Approve submitted designs and specifications in a timely manner. • Assign a focal point for vendor coordination and project communication.
Price (GCC 10)		
10.	10.1	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 (GCC 11)		
11.	11.1	The 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.
	11.2	Payment for Goods and Services supplied from within Pakistan: Payment The payment terms and conditions for goods from supplied within Pakistan will be agreed upon between the manufacturer and the vendor.
	11.3	The overall pricing terms and conditions will be agreed upon between the manufacturer and the vendor.
Performance Guarantee (GCC 12)		
12.	12.1	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.
	12.2	After delivery and acceptance of the Production Monitoring System, the Performance Guarantee shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 27.
Taxes and Duties (GCC 13)		
13.	13.1	The quoted rates shall be inclusive of all applicable taxes that will be administered.
Copy Rights (GCC 14)		
14.	14.1	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.

	14.2	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
	14.3	No software escrow contract is required for the execution of the Contract.
Software License Validity (GCC 15)		
15.	15.1 (a)(iii)	The Standard Software license shall be valid throughout the territory of Pakistan or any region administered by the federal government.
	15.1 (a)(iv)	Use of the software shall be subject to the following additional restrictions: "none"
	15.1(b)(ii)	The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer.
	15.1(b)(vi) i)	In addition to the persons specified in GCC Clause 11.1 (b) (vi), the Software may be disclosed to, and reproduced for use by, by FBR of its subsidiary subject to the same restrictions as are set forth in this Contract.
Confidential Information (GCC 16)		
16.	16.1	There are no modifications to the confidentiality terms expressed in GCC Clause 16.1.
	16.2	The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for the period specified in the GCC

Project Plan (GCC 17)		
17.	17.1	Project Plan Requirements The Bidder shall submit a comprehensive Project Plan covering all aspects of the design, deployment, operation, maintenance and support of the proposed Household Electronics Production Traceability and Monitoring System. The Project Plan shall, at a minimum, address the following components: Project Organization and Management Plan • Define the project governance structure, roles, responsibilities and communication framework. • Identify key project personnel including Project Manager, Solution Architect, Technical Lead and Deployment Team. • Provide an escalation matrix and communication channels for implementation and operational support phases. Solution and Equipment Details • Provide specifications, models, quantities and manufacturers of all hardware, software, networking, monitoring, identification, verification and data processing components proposed under the solution. • Describe the methodology for product identification, production monitoring, traceability, verification, evidence capture and reporting. • Provide indicative pricing for deployment at a single installation point or production facility, including a component-wise cost breakdown. Delivery and Deployment Plan • Provide detailed timelines for procurement, delivery, installation, configuration, testing and commissioning. • Identify site readiness requirements, including power, connectivity, mounting locations and operational dependencies.

		• Ensure deployment activities minimize disruption to manufacturing operations. Business Continuity and Disaster Recovery Plan • Define incident response procedures, recovery teams, escalation mechanisms and communication protocols. • Provide backup, restoration and recovery procedures for all critical system components. • Describe data retention, synchronization and recovery mechanisms in the event of power, network or equipment failures. Training Plan • Provide training programs for FBR and manufacturer personnel covering system operation, monitoring, reporting, maintenance and troubleshooting. • Include refresher training and knowledge transfer arrangements. Pre-Commissioning and Operational Acceptance Testing Plan • Define testing procedures for validating system functionality, integration, performance, accuracy and operational readiness. • Specify Operational Acceptance criteria and testing methodology. Warranty and Maintenance Plan • Hardware Warranty: The Supplier/Contractor shall provide a comprehensive warranty for all supplied hardware components, including but not limited to identification, verification, monitoring, imaging, networking, edge computing, storage and associated infrastructure equipment, for a period of three (03) years from the date of Final Acceptance/Commissioning. The warranty shall include 24/7 remote support, replacement or repair of faulty components, and shall cover defects in materials, workmanship and performance under normal industrial operating
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		conditions. • Software and Services Warranty: The Supplier/Contractor shall provide warranty and support for all software, applications, integrations, configurations, dashboards, databases and related services for a period of three (03) years from the date of Final Acceptance/Commissioning. The warranty shall include correction of defects, software updates, security patches, performance improvements, integration support and issue resolution at no additional cost to FBR. • Maintenance Services: The Vendor shall provide preventive and corrective maintenance services throughout the warranty period, including periodic health checks, system optimization, backup verification, cybersecurity updates, equipment diagnostics and replacement of defective components. The Vendor shall maintain adequate technical resources, spare parts and support personnel to ensure uninterrupted operation of the system. Task, Time and Resource Schedule • Provide a Gantt chart or equivalent implementation schedule showing key milestones and deliverables. • Include deployment resources, personnel allocation and implementation timelines. Post-Deployment Service Plan • Describe stabilization support, performance optimization activities and options for extended support services. Technical Support Plan • Provide helpdesk arrangements, escalation procedures, service levels and spare parts availability. • Describe remote and on-site support capabilities.
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		Solution Configuration and Integration Plan • Describe any customization, configuration and integration activities required to implement the proposed solution. • Include cybersecurity controls, interoperability requirements and future scalability provisions. Compliance and Certification Plan • Confirm compliance with applicable regulatory, security, telecommunications and industry standards. • Provide details of relevant certifications, approvals and compliance documentation. Reporting and Monitoring Plan • Define the mechanism for periodic progress reporting to FBR during implementation. • Provide dashboards, analytics and reporting capabilities for monitoring system performance, operational status, alerts, production information and traceability records.
	17.2	Reporting Requirements The Authorized Vendor shall submit the following reports to FBR during implementation, operationalization and support of the Household Electronics Production Traceability and Monitoring System: (a) Progress Reports • Summary of activities completed during the reporting period. • Status of deployment, installation, integration, testing and commissioning activities. • Deviations from approved timelines, milestones or implementation schedules. • Corrective actions and revised timelines, where applicable.

(b) Resource Reports

- Details of personnel, equipment and technical resources deployed.
- Resource requirements for upcoming activities.
- Issues affecting resource availability and project execution.

(c) Issue, Risk and Incident Reports

- Identification of technical, operational, integration, security or implementation risks and issues.
- Details of incidents, root cause analysis and mitigation measures.
- Status of unresolved issues and proposed corrective actions.

(d) System Performance and Compliance Reports

- Status of product identification, traceability, verification and monitoring activities.
- System uptime, availability, data transmission and integration performance.
- Alert summaries, audit findings and support service statistics.
- Training activities completed and user support metrics.

Note: The Authorized Vendor shall submit any additional report, information or analysis as may be required by FBR from time to time.

Indicative Progress Report Format

Milestone	Planned Completion Date	Actual Completion Date	Deviation	Corrective Action
[Milestone 1]	[Date]	[Date]	[Details]	[Details]
[Milestone 2]	[Date]	[Date]	[Details]	[Details]

Sub-Contracting (GCC 18)		
18.	18.1	There are no Special Conditions of Contract applicable to GCC Clause 16.
Transportation (GCC 19)		
19.	19.1	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.
Documents (GCC 21)		
20.	20.1	The Documents specified in GCC 19 are not applicable for this bid.
Products Upgrade (GCC 22)		
21.	21.1	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 23)		
22.	22.1	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 23)		
23.	23.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 23.</i>

Operational Acceptance Test (GCC 24)		
24.	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 25)		
25.	25.1	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.
	25.2	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		
26.	26.1	The FBR shall be the owner of the Production Monitoring System and any related Information system, software and hardware solution provided by the Authorized Vendor.
Related Services (GCC Clause 27)		
27.	27.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 33 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Authorized Vendors shall be included in the Contract Price.]</i>
Change Orders (GCC 28)		
28.	28.1	There are no Special Conditions of Contract applicable to GCC Clause 28.
Assignment (GCC 29)		
29.	29.1	Contract cannot be assigned without written prior consent
Liquidated Damages (GCC Clause 30)		
30.	30.1	• 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. 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 31)		
31.	31.1	Dispute Resolution <u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u> <i>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) / the Arbitration Institute of the Stockholm Chamber of Commerce. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</i> <u>(b) 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 Authorization/Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Authorization/Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 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 the both 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 the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.
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		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 32)		
32.	32.1	– FBR’s address for notice purposes: Room XX, YY 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 and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the FBR's Letter of Acceptance; and
 - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the FBR to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the FBR to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The FBR hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the FBR)

Witness to the signatures of the FBR:

.....

Signed, sealed, delivered by _____ the _____ (for the FBR)

Witness to the signatures of the Supplier:

Performance Security (or guarantee) Form

To: *[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: _____
Contract Value: _____
Contract Title: _____

Dated: _____

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

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

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

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

remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]