Request for Proposal

HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS (Consultancy Services)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P200085-001
Initiation Date	November 18, 2026

November 18, 2026

OLBS Project (Controller General of Accounts (CGA)),Procurement Specialist
PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory
Phone: +92-321-542-8823, Email: nasar@cga.gov.pk

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **OLBS Project (Controller General of Accounts (CGA))** has reserved Funds for the procurement planned for FY **2026-27**. The **OLBS Project (Controller General of Accounts (CGA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS**" with the reference of **"P200085"**

2. The **OLBS Project (Controller General of Accounts (CGA))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/200085**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, December 7, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, December 7, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0,** may register themselves on

https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(x) of the Public Procurement Rules 2026.

B. Preparation of Proposals

3. **General Considerations**

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. **Language**

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2026 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant’s Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals’ submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. **Currency of Proposal**

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency’s evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. **Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. **Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **OLBS Project (Controller General of Accounts (CGA))**

The subject of procurement is: **HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P200085**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, December 4, 2026

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 5
ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 6
ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 8
ITB Number 10.5

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 9
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 10
ITB Number 7.6

Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 11
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Project Director (Sehal), Implementation of OLBS, O/o CGA**
The Bid Security shall be in the form of: **Pay Order, Demand Draft**

BDS Clause Number 12
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, December 7, 2026 11:00 AM**

BDS Clause Number 14
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, December 7, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 15
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 16
ITB Number 21.5

The Performance guarantee shall: **5.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Demand Draft**

G. Review of Procurement Decisions

BDS Clause Number 17
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)

Eligibility Criteria	Document
Registered on FBR Active Taxpayers List	Yes
At least 3 completed SAP/ERP training contracts in public sector in past 5 years	Yes
Trainer CVs with SAP certifications	Yes
Valid license to deliver SAP certifications / SAP Sell Partner / Enablement Partner / Training Partner	Yes
Sell Partner / Equivalent Status of SAP / Authorized by SAP under JV arrangement	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
50	50

Technical Marks	50
Passing Marks	**35**
Firm’s Experience in training of SAP in Public Sector/Private Sector	
5+ public sector SAP/ERP training projects (Qualitative)(Doc Required)	5
Module diversity in trainings Content delivery (FI, HR, ABAP, etc.) (Qualitative)(Doc Required)	5
>10 similar SAP training projects (national or abroad) (Qualitative)(Doc Required)	7
Experience for training in IFMIS (Qualitative)(Doc Required)	3
SAP Authorization & Accreditation	
SAP Authorized Enablement Partner (Qualitative)(Doc Required)	2
SAP Certification Delivery Rights (Qualitative)(Doc Required)	5
Sell Partner status certificate from SAP (Qualitative)(Doc Required)	5
Proposed Trainers & Team Composition	

2 marks per trainer (minimum 4 trainers) (Qualitative)(Doc Required)	8
Training Methodology & Delivery Approach	
Hybrid/in-person training plan (Qualitative)(Doc Required)	2
Use of SAP Learning Hub (Qualitative)(Doc Required)	2
Practical lab sessions & LMS integration (Qualitative)(Doc Required)	1
Training Infrastructure & Support	
Providing Virtual labs, real-time simulations, sandbox IFMIS access (Qualitative)(Doc Required)	3
Past Performance & Client References	
Relevant training letters/testimonials from government organizations (Qualitative)(Doc Required)	2

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
HIRING OF SAP CONSULTANCY SERVCIES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS	**Address:** PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory **Schedule:** 12 Months (as per deliverables mentioned in TORs) **Quantity:** 01/job **Quantity:** 01 job	1/job	1000000 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: HIRING OF SAP CONSULTANCY SERVCIES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS

TORs (Terms of Reference):

Assignment:
SAP certifications / government-owned SAP-module-based trainings (500 participants) including SAP certifications/modules on government IFMIS: FI, HR, ABAP, BASIS, Process Orchestration, SAC (Planning), SAP Green Ledger, Special Ledger, SAP Material Management, Asset Recording, SAP GRC (ETD), GRC Process Control, etc.

Trainees:
CGA and AGP organizations, CF&AOs, Finance Managers (AAs/RFAs/PLAs), and Government DDOs (Federal & Provincial).

Contract Type:
SAP Consultancy Firm

Stations:
Islamabad, Lahore, Peshawar, Karachi, Pakistan

Introduction

Over the years, government officials in general, and Drawing & Disbursing Officers (DDOs) in particular, have gained “SAP literacy.” At the same time, DDOs have become accustomed to manual processing of claims at accounting offices. Development literature indicates that only 30% of change programs similar to the Online Billing System succeed. The leading causes of failure are staff resistance and management behaviors that do not support the desired change.

Therefore, extensive training and change management are required. Unless all DDOs and CF&AOs in Federal and Provincial capitals are trained, they will not be able to use the Online Billing System effectively. Additionally, project staff using assignment accounts and users in AGPR/AGs will need to be covered in such training.

Terms of Engagement

The Director General (MIS/FABS) intends to hire the consultancy services of an SAP Consultancy Firm to develop SAP training content and conduct capacity building sessions.

Intellectual Property Rights:

All content created under this agreement will be the intellectual property of the project and will be owned by it.

Contract Duration:

Initially 12 months, extendable on the same terms and conditions subject to operational need, satisfactory performance, and budgetary provisions.

Program Impact:

Enhanced professional capacity of the department of the CGA by inculcating knowledge of government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (Planning), SAP Green Ledger, Special Ledger, SAP Material Management, Asset Recording, SAP GRC (ETD), GRC Process Control, etc.

Brief Description

Scope of Work / Terms of Reference (TORs)

Assignment:

SAP certifications / government-owned SAP-module-based trainings (500 participants) including SAP certifications/modules on government IFMIS: FI, HR, ABAP, BASIS, Process Orchestration, SAC (Planning), SAP Green Ledger, Special Ledger, SAP Material Management, Asset Recording, SAP GRC (ETD), GRC Process Control, etc.

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

1.12. "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. **Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. **Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. **Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. **Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. **Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. **Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. **Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. **Modifications or Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. **No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. **Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. **Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. **Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) **By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:
(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

20.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. **Confidentiality**

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. **Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. **Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. **Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. **Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. **Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –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 consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: OLBS Project (Controller General of Accounts (CGA)), Procurement Specialist PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is:HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

For the Procuring Agency:

OLBS Project (Controller General of Accounts (CGA)), Procurement Specialist
PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory
+92-321-542-8823
nasar@cga.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_____ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Number of GC Clause 24

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Project Director (SEHAL), O/o the Controller General of Accounts, Islamabad**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Pay Order, Demand Draft

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration : Nil ***[****insert* **"applies"** *or* **" does not apply"****]***

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. 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, Pakistan and proceedings will be conducted in English language.

iv. 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**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P200085***

To: **OLBS Project (Controller General of Accounts (CGA)), Procurement Specialist PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory**

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:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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 (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
    - Terms of Reference Appendix
    - Key Experts Appendix
    - Remuneration Cost Estimates Appendix)
    - Reimbursable Cost Estimates Appendix
    - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **OLBS Project (Controller General of Accounts (CGA)), Procurement Specialist PROJECT SEHAL, DG MIS, CONTROLLER GENERAL OF ACCOUNTS COMPLEX G-5/2 ISLAMABAD, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Details Document for all Bidders

Information (Read-Only)

See Form Under Additional Forms and Documents: **Details Document for all Bidders** (page number: 67)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

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Additional Forms and Documents

REQUEST FOR PROPOSAL (RFP-73)

Hiring of SAP Consultancy Firm for

Developing SAP Training Manual and Imparting Trainings

(Single Stage Two Envelopes Procedure)

(National Competitive Bidding)

ONLINE BILLING SOLUTION SEHAL-PROJECT

DG MIS, CONTROLLER GENERAL OF ACCOUNTS

CGA Complex, G-5/2, Islamabad

ONLINE BILLING SOLUTION SEHAL (CGA)

November 2026

Note: For any text missing/confusion please refer to the Standard Proposal document for Consultancy services available on PPRA website (www.ppra.org.pk), the above said document is also available on EPADS and FABS/CGA website (www.fabs.gov.pk) and (www.cga.gov.pk).

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PART-A: PROPOSAL PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR PROPOSALS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

ONLINE BILLING SOLUTION SEHAL, DG MIS
CONTROLLER GENERAL OF ACCOUNTS
CGA Complex, G-5/2, Islamabad.

REQUEST FOR PROPOSALS (RFP-73)

HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS

Activity Ref. No.	:	**No. MIS/Proj. Sehal/Proc/RFP-73/24/2026**			
Date & Time for Submission of Proposals	:	Date:	07-12-2026	Time:	1100 Hours, PST
Date & Time for Proposals Opening	:	Date:	07-12-2026	Time:	1130 Hours, PST

The Office of the Project Director (SEHAL) invites sealed bids through the **e-Pak Acquisition & Disposal System (e-PADS 2.0)** at https://epads.gov.pk from eligible firms that are registered and active Income Tax and Sales Tax taxpayers, to develop Government customized IFMIS/SAP training content and conduct capacity building sessions.

The vendor-provided SAP-based certifications/modules shall cover the following areas of the government-customized IFMIS:

1. FI, Controlling (CO)
2. HR (Payroll, GP Fund, House Building Advance, Motorcar Advance, Change Tracking System, Talent Management on PB-40, Pension including Pension Contribution System)
3. ABAP
4. BASIS
5. Process Orchestration
6. SAC (Planning)
7. SAP Green Ledger, Special Ledger
8. Supply Chain (MM/SCM)
9. GRC Process Control, SAP GRC (ETD)
10. Enterprise Asset Management
11. IFMIS/SAP Project Management
12. IFMIS/SAP Production (PP/PM)
13. IFMIS/SAP and Distribution
14. SAP Build, SAP Business Technology Platform

The proposal shall be conducted in line with the **"Single Stage – Two Envelope"** procedure under the Public Procurement Rules 2026, and any regulations, regulatory guides, procurement guidelines, or instructions issued by the Authority (from time to time). The process is open to all potential service providers.

Method of Selection:

QCBS (Quality and Cost Based Selection) with **50%** technical and **50%** financial weightage.

Contract Duration:

12 months, extendable based on operational need, satisfactory performance, and budgetary provisions.

Proposal Submission:

The Technical and Financial Proposals shall be submitted separately through the e-Pak Acquisition and Disposal System (EPADS 2.0) on or before the prescribed bid submission deadline.

Proposal Security (Bid Security):

Interested firms must also submit the original Proposal Security of **PKR 1,000,000/-** (in hard form) in favor of **Project Director (SEHAL), O/o the Controller General of Accounts, Islamabad** in the form of a Pay Order, or Bank Draft, with a validity period of **120 days**. This must be submitted before **11:00 hours PST** on the proposal opening date. A scanned copy of the same may also be required to be uploaded through e-PADS 2.0.

Proposal Document:

The Proposal Document (RFP-73) containing detailed terms and conditions can be downloaded free of cost from https://epads.gov.pk. Interested service providers are requested to register themselves on e-PADS 2.0 at https://vendors.epads.gov.pk/register and submit their proposals accordingly.

For any query or technical difficulty in using e-PADS 2.0, prospective firms may contact the Public Procurement Regulatory Authority (PPRA), 1st Floor, FBC Building, Sector G-5/2, Islamabad (UAN: 051-111-137-237).

Submission Deadline:

The proposal, prepared in accordance with the instructions mentioned in the Proposal Document (RFP-73), must be submitted through e-PADS 2.0 by or before **11:00 hours PST** on the closing date mentioned above.

Proposal Opening:
The proposals on e-PADS 2.0 will be opened at **11:30 hours PST** on the closing date through e-PADS, in the presence of service providers' representatives.

Pre-Proposal Meeting & Opening of Proposals:
The pre-proposal meeting, as well as the opening of technical and financial proposals, will be held at the GFMS Room (MIS), Directorate General MIS, Office of the Controller General of Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad.

Availability of Tender Documents:
This advertisement and the Proposal Document are also available on the websites of PPRA and CGA:

- www.ppra.org.pk
- www.cga.gov.pk/tenders
- https://fabs.gov.pk/Tenders.html

Project Manager
Online Billing Solution Sehal Project
Directorate General MIS, O/o the Controller General of Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad.
Ph: 051-9217457, Fax: 051-9107250

SECTION II: INSTRUCTION TO SERVICE PROVIDER (ITSP)

A. INTRODUCTION

1. Scope of Proposal

1.1 The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS) invites Proposal for the provision of Training Services specified in the PDS and in Section V - Technical Specifications & Schedule of Requirements. The name, identification, and number of items/deliverables are provided in the PDS. Open Competitive bidding using Single Stage Two Envelope procedure shall be used. The successful Training Service Providers will be expected to provide the services within the specified period and timeline(s) as stated in the PDS.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 of Invitation for Proposals.

3. Eligible Training Service Providers

3.1 A Training Service Provider may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the PDS, 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 the contract. (The limit on the number of members of JV or Consortium or Association may be prescribed in PDS, in accordance with the guidelines issued by the PPRA).

3.2 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.3 A verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Proposal.

3.4 Any Proposal submitted by the joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party and each party shall be evaluated with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

3.5 The invitation for proposal is open to all prospective Training Service Providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body such as established for that particular trade or business.

3.6 Foreign Training Service Providers 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 Training Service Provider must have to initiate the registration process before the Proposal submission and the necessary evidence shall be submitted to the procuring agency along with their Proposal, however, the final award will be subject to the complete registration process.

3.7 A Training Service Provider shall not have a conflict of interest as defined under PPRA Rules. All Training Service Providers found to have a conflict of interest shall be disqualified. A Training Service Provider 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 Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal
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 Proposal; 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 Proposal of another Training Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f) Submit more than one Proposal in this Bidding process.

3.8 A Training Service Provider may be ineligible if –

(a) declared bankrupt or, in the case of company or firm, insolvent;
(b) payments in favor of the Training Service Provider 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 Training Service Provider 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 Training Service Provider is convicted, by a final judgment, of any offence involving professional conduct;
(e) the Training Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration.
(f) The firm, Training Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

3.9 Training Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.10 Training Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.

3.11 Training Service Provider shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Proposal price is envisaged.

4. One Proposal per Training Service Provider

4.1 A Training Service Provider shall submit only one Proposal, in the same bidding process, either individually as a Training Service Provider or as a member in a joint venture or any similar arrangement.

4.2 No Training Service Provider can be a sub-contractor while submitting a proposal individually or as a member of a joint venture in the same Bidding process.

4.3 A person or a firm cannot be a sub-contractor with more than one Training Service Provider in the same bidding process.

5. Cost of Bidding

5.1 The Training Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. RFP DOCUMENTS

6. Contents of Request for Proposal Document

6.1 The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents which should be read in conjunction with any addenda issued in accordance with ITCSP 8.1 include:

- Section I - Invitation to Proposals
- Section II - Instructions to Training Service Providers (ITCSP)
- Section III - Proposal Data Sheet (PDS)
- Section IV - Eligible Countries
- Section V - Technical Specifications, Schedule of Requirements, Evaluation and Qualification Criteria
- Technical Specifications & Schedule of Requirements
- Section VI - Forms – Proposal
- Section VII - General Conditions of Contract (GCC)
- Section VIII - Special Conditions of Contract (SCC)
- Section IX - Contract Forms

6.2 The number of copies to be completed and returned with the Proposal is specified in the PDS.

6.3 The Procuring Agency is not responsible for the completeness of the RFP documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the Training Service Provider for filling the forms.

6.4 The Training Service Provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Training Service Provider’s risk and may result in the rejection of his Proposal.

7. Clarification of RFP documents

7.1 A prospective Training Service Provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of communication at the Procuring Agency's address indicated in the PDS.

7.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in the 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 Proposals as prescribed in ITCSP 22.1. However, this clause shall not apply in the case of alternate methods of Procurement.

7.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Training Service Providers through an identified source of communication, including a description of the inquiry,

but without identifying its source. In case of downloading of the RFP document from the website of PA, the response of all such queries will also be available on the same link available at the website.

7.4 Should the Procuring Agency deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure under ITCSP 8.

7.5 If indicated in the PDS, the Training Service Provider's designated representative is invited at the Training Service Provider's cost to attend a pre-proposal meeting at the place, date and time mentioned in the PDS. During this pre-proposal meeting, prospective Training Service Providers may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the RFP document.

7.6 Minutes of the pre-Proposal meeting, if applicable, including the text of the questions asked by Training Service Providers, 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 Training Service Providers who have obtained the RFP documents. Any modification to the RFP documents that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITCSP 8. Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Training Service Provider.

8. Amendment of RFP documents

8.1 Before the deadline for submission of Proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Training Service Provider or pre-proposal meeting may modify the RFP documents by issuing addenda.

8.2 Any addendum issued including the notice of any extension of the deadline shall be part of the RFP documents pursuant to ITCSP 6.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the Training Service Providers who have obtained the RFP documents from the Procuring Agency. The
Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS: Provided that the Training Service Provider who had either already submitted their proposal or handed over the proposal to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed proposal and submit the revised proposal prior to the original or extended proposal submission deadline.

8.3 To give prospective Training Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Proposals, the Procuring Agency may, at its discretion, extend the deadline for the submission of Proposals: Provided that the Procuring Agency shall extend the deadline for submission of Proposal, if such an addendum is issued within last three (03) days of the Proposal submission deadline.

C. PREPARATION OF PROPOSALS

9. Language of Proposal

9.1 The Proposal, along with all related correspondence and documents exchanged between the Training Service Provider and the Procuring Agency, shall be in English unless otherwise stated in the PDS. Supporting documents in another language must be accompanied by an accurate English translation. In case of discrepancy, the English version shall prevail.

10. Documents Constituting the Proposal

10.1 The Proposal shall include the following components:

a) Completed Form of Proposal and Proposal Prices per ITCSP Clauses 13 and 14;
b) Samples, if applicable and requested in the PDS;
c) Proof of eligibility and qualification as per ITCSP 12;
d) Authorization to operate in Pakistan, per ITCSP 12.3(a);
e) Evidence of eligibility and conformity of services per ITCSP 11;
f) Proposal Security or Proposal Securing Declaration per ITCSP 17;
g) Notarized Power of Attorney authorizing proposal signatory;
h) Any additional documents required in the PDS.

11. Eligibility and Conformity of Services

11.1 The Training Service Provider must provide documentary evidence that the services conform to the technical specifications.

11.2 Alternative standards may be proposed if they offer substantial equivalence or superiority, subject to the Procuring Agency's approval.

11.3 All documents must be in English or accompanied by a valid English translation.

12. Eligibility and Qualification of the Training Service Provider

12.1 Training Service Providers must submit documentation confirming eligibility and qualification.

12.2 Proof must confirm that the Training Service Provider is from an eligible country listed in Section IV.

12.3 The provider must demonstrate:

a) Adequate financial, technical, and operational capacity as per the PDS
b) If not based in Pakistan, representation by a local agent capable of meeting contractual obligations;
c) Compliance with qualification criteria in the PDS.

13. Form of Proposal

13.1 The Training Service Provider shall complete the Form of Proposal in the prescribed format without alteration or substitution.

14. Proposal Prices

14.1 Proposal Prices must conform to ITCSP Clause 14 and be quoted in the Form of Proposal and Price Schedules.

14.2 Each item in the Schedule of Requirements must be priced separately. Unpriced items will be considered included in other prices.

14.3 If items are missing but the proposal is otherwise responsive, prices may be derived from the average prices of other proposals or market survey if applicable.

14.4 The total Proposal Price must exclude any discounts.

14.5 Unit and total prices must be clearly indicated.

14.6 Prices shall be fixed for the contract duration. Adjustable prices will render the proposal non-responsive.

14.7 If applicable, price reductions for package awards must be stated.

15. Proposal Currencies

15.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.

15.2 For comparison, all currencies will be converted to the specified currency using the exchange rate of the proposal opening day as published by the State Bank of Pakistan.

15.3 Foreign currency requirements must be stated in the Proposal.

16. Proposal Validity Period

16.1 Proposals must remain valid for the period specified in the PDS. Shorter validity will result in rejection.

16.2 The Procuring Agency may request one-time extension, not exceeding the original validity period. Training Service Providers may refuse without penalty.

16.3 If contract award is delayed by more than 60 days beyond original validity, a price adjustment may be applied, though proposal evaluation will use original prices.

17. Proposal Security / Securing Declaration

17.1 A Proposal Security [in hard form] in favor of **Project Director (SEHAL), O/o the Controller General of Accounts, Islamabad** of PKR 1,000,000/- in the form of Pay order, Bank Draft with a validity period of 120 days, before 1100 hours PST on the proposal opening date before 1100 hours PST. Scanned copy of the same may also be required to be uploaded through e-PADS or a Proposal Securing Declaration must be submitted as per PDS instructions.

17.2 This security protects against non-compliance or withdrawal risks.

17.3 The security shall be valid for 28 days beyond proposal validity and submitted in the prescribed format (usually a Bank Draft).

17.4 Any alternate format must be pre-approved.

17.5 The security shall be payable on demand if terms under ITCSP 17.9 are breached.

17.6 Proposals without valid security will be rejected.

17.7 Unsuccessful bidders' securities will be returned within 30 days after proposal validity expires or upon certain events.

17.8 The successful bidder's security will be released upon contract signing or provision of performance guarantee.

17.9 Forfeiture may occur if a bidder:

a) Withdraws their proposal during the validity period;
b) Fails to correct errors as per ITCSP 30.3;
c) Fails to sign the contract or provide the performance guarantee.

17.10 Security validity must meet the PDS requirement; shorter durations will result in rejection.

18. Alternative Proposals

18.1 Alternative proposals will only be considered if specifically allowed in the PDS.

19. Withdrawal, Substitution, and Modification

19.1 Proposals may be modified, substituted, or withdrawn before the submission deadline via written notice signed by an authorized representative.

19.2 Withdrawn proposals will be returned unopened.

20. Format and Signing of Proposal

20.1 Proposals must include one original and the number of copies specified in the PDS. Originals take precedence in case of discrepancies.

20.2 All copies must be typed or written in indelible ink and signed by the authorized person, supported by an authorization letter. All pages (except printed materials) must be initialed.

20.3 Any corrections must be signed by the authorized signatory.

D. SUBMISSION OF PROPOSALS

21. Sealing and Marking of Proposals

21.1 The Proposal shall comprise Two envelope submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Proposal. Each Training Service Provider shall submit its proposal as under:

a) Training Service Provider shall submit its TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
b) ORIGINAL and each copy of the Proposal shall be separately sealed and put in separate envelopes and marked as such.
c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 21.2.

21.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the Proposal Data;
b) bear the name and identification number of the contract as defined in the PDS; and provide a warning not to open before the time and date for proposal opening, as specified in the Proposal Data pursuant to ITCSP 25.1.
c) In addition to the identification required in Sub-Clause 21.2 hereof, the inner envelope shall indicate the name and address of the Training Service Provider to enable the proposal to be returned unopened in case it is declared “late” pursuant to Clause ITCSP.23

21.3 If all envelopes are not sealed and marked as required by ITCSP 21.2 and ITCSP 21.2 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Proposal.

22. Deadline for Submission of Proposals

22.1 Proposals shall be received by the Procuring Agency no later than the date and time specified in the PDS.

22.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the RFP documents in accordance with ITCSP 8, in which case all rights and obligations of the Procuring Agency and Training Service Providers previously subject to the deadline will thereafter be subject to the new deadline.

23. Late Proposals

23.1 The Procuring Agency shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITCSP 22.

23.2 Any Proposal received by the Procuring Agency after the deadline for submission of Proposals shall be declared late, recorded, rejected and returned unopened to the Training Service Provider.

24. Withdrawal of Proposals

24.1 A Training Service Provider may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposals.

24.2 Revised proposal may be submitted after the withdrawal of the original proposal in accordance with the provisions referred in ITCSP 21.

E. OPENING AND EVALUATION OF PROPOSALS

25. Opening of Proposals

25.1. The Technical and Financial Proposals shall be submitted electronically through EPADS 2.0 within the prescribed deadline and in accordance with the bidding documents. The opening of proposals shall be conducted through the designated procedure on EPADS 2.0.

25.2. In the case of the Single Stage Two Envelope Procedure, the proposals shall be opened and the bidders' names, quoted prices, discounts, alternative proposals (where permitted), and the presence or absence of Bid Security or Bid Securing Declaration, where required, shall be recorded.

25.3. In the case of the Single Stage Two Envelope Procedure, the Technical Proposals shall be opened and evaluated first, while the Financial Proposals shall remain unopened and securely retained until completion and approval of the technical evaluation. Subsequently, only the Financial Proposals of technically responsive bidders shall be opened and evaluated.

25.4. Any withdrawal, substitution or modification of a proposal shall be submitted through EPADS 2.0, where the relevant facility is available, before the prescribed deadline. Such requests shall be entertained only in accordance with the provisions of the bidding documents and the prescribed procurement procedure.

25.5. Proposals received after the submission deadline shall be dealt with in accordance with the prescribed procurement procedure. No proposal shall be rejected at the opening stage except as permitted under the bidding documents and the applicable procurement framework.

25.6. The opening proceedings and relevant details of the proposals shall be duly recorded through EPADS 2.0, as applicable. Bidders or their authorized representatives may attend the opening proceedings where permitted under the prescribed procedure. The Procuring Agency shall maintain the required record of the proceedings.

25.7. The proposals shall be evaluated by the designated Procurement and Evaluation Committee in accordance with the evaluation criteria, qualification requirements and procedures specified in the bidding documents. No criterion or requirement not disclosed in the bidding documents shall be applied during evaluation.

25.8. The Technical Evaluation Report and Final Evaluation Report shall be prepared and published on EPADS 2.0 in accordance with the prescribed reporting and publication requirements. The Financial Proposals of technically non-responsive bidders shall remain unopened and shall be returned or otherwise dealt with in accordance with the prescribed procedure, including the applicable Grievance Redressal requirements.

25.9. All proceedings relating to the submission, opening, evaluation and publication of evaluation results shall be conducted and documented through EPADS 2.0 to the extent supported by the system, while ensuring compliance with the bidding documents and the applicable procurement framework.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Training Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

26.2 Any effort by a Training Service Provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.

26.3 Notwithstanding ITCSP 27.2 from the time of Proposal opening to the time of contract award, if any Training Service Provider wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the

27. Clarification of Proposals

27.1 To assist in the examination, evaluation and comparison of Proposals of the Training Service Providers, the Procuring Agency may, ask any Training Service Provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a Training Service Provider that is not in response to a request by the Procuring Agency shall not be considered.

27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.

27.3 The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal:

a) evaluation & qualification criteria;
b) required scope of work or specifications;
c) all securities requirements;
d) tax requirements;
e) terms and conditions of RFP documents.
f) change in the ranking of the Training Service Provider

27.4 From the time of Proposal opening to the time of Contract award if any Training Service Provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing or in electronic forms that provide record of the content of communication.

28. Preliminary Examination of Proposals

28.1 Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:

a) meets the eligibility criteria defined in ITCSP 3 and ITCSP 4;
b) has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents;
c) has been properly signed;
d) is accompanied by the required securities; and
e) is substantially responsive to the requirements of the RFP documents.

The Procuring Agency's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

28.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP 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 RFP documents, the Procuring Agency's rights or the Training Service Providers obligations under the Contract; or
c) if rectified, would affect unfairly the competitive position of other Training Service Providers presenting substantially responsive Proposals.

28.3 The Procuring Agency will confirm that the documents and information specified under ITCSP 10, 11 and 12 have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Training Service Providers, the Proposal shall be rejected.

28.4 If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

29. Examination of Terms and Conditions; Technical Evaluation

29.1 The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Training Service Provider without any material deviation or reservation.

29.2 The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with ITCSP 21, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the RFP documents have been met without material deviation or reservation.

29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not substantially responsive in accordance with ITCSP 28, it shall reject the Proposal.

30. Correction of Errors

30.1 Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected,

unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2 The amount stated in the Proposal will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Training Service Provider, shall be considered as binding upon the Training Service Provider. If the Training Service Provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with ITCSP 17.9. **31. Conversion to Single Currency**

31.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purposes of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.

31.2 The currency selected for converting Proposal prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the PDS.

32. Evaluation of Proposals

32.1 The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to ITCSP 28.

32.2 In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the PDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

33. Domestic Preference

33.1 Not Applicable in case of Services.

34. Determination of Most Advantageous Proposal

34.1 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the proposal with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

34.2 The Procuring Agency may adopt the Quality & Cost Based Selection Technique:

In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the Training Service Providers on the basis of combined evaluation in accordance with provisions of PPRA Rules 2026.

35. Abnormally Low Financial Proposal

35.1 Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:

a) The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Training Service Provider to perform that contract;
b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Training Service Provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the
Proposal or parts of the Proposal being abnormally low;
c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Training Service Provider concerned;
d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Proposal; and
e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit.

In order to identify the Abnormally Low Proposal (ALB) following approaches can be considered to minimize the scope of subjectivity:

i. Comparing the proposal price with the cost estimate;
ii. Comparing the proposal price with the proposals offered by other Training Service Providers submitting substantially responsive proposals; and iii. Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2 The Procuring Agency will determine to its satisfaction whether the Training Service Provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITCSP 12.3.

35.3 The determination will take into account the Training Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Training Service Provider's qualifications submitted by the Training Service Provider, pursuant to ITCSP 12.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Training Service Providers' qualifications.

35.4 Procuring Agency may seek "Certificate for Independent Price Determination" from the Training Service Provider and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Training Service Provider. The Training Service Provider shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5 An affirmative determination will be a prerequisite for award of the contract to the Training Service Provider. A negative determination will result in rejection of the Training Service Provider's Proposal, in which event the Procuring Agency will proceed to the next ranked Training Service Provider to make a similar determination of that Training Service Provider's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1 Subject to ITCSP 37, the Procuring Agency will award the Contract to the Training Service Provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as Most Advantageous Training Service Provider, provided that such Training Service Provider has been determined to be:

a) eligible in accordance with the provisions of ITCSP 3;
b) is determined to be qualified to perform the Contract satisfactorily; and
c) Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1 Negotiations may be undertaken with the Most Advantageous Proposal 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 Proposal 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;

37.2 Where negotiation fails to result in an agreement, the Procuring Agency may invite the next ranked Training Service Provider for negotiations. Where negotiations are commenced with the next ranked Training Service Provider, the Procuring Agency shall not reopen earlier negotiations.

38. **Procuring Agency's Right to reject All Proposals**

38.1 Notwithstanding ITCSP 36, the Procuring Agency reserves the right to reject all the proposals and to annul the Bidding process at any time prior to Acceptance of a Proposal, without thereby incurring any liability to the affected Training Service Provider or Training Service Providers. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

38.2 Notice of the rejection of all Proposals shall be given promptly to all Training Service Providers that have submitted Proposals.

38.3 The Procuring Agency shall upon request communicate to any Training Service Provider the grounds for its rejection of its Proposals, but is not required to justify those grounds.

39. **Procuring Agency's Right to Vary Quantities at the Time of Award**

39.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements)

provided this does not exceed by the percentage indicated in the PDS, without any change in unit price or other terms and conditions of the Proposal and RFP documents.

40. **Notification of Award**

40.1 Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.

40.2 Where no complaints have been lodged, the Training Service Provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Training Service Provider in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

40.3 The notification of award will constitute the formation of the Contract, subject to the Training Service Provider furnishing the Performance Guarantee in accordance with ITCSP 42 and signing of the contract in accordance with ITCSP 41.2.

40.4 Upon the successful Training Service Provider's furnishing of the Performance Guarantee pursuant to ITCSP 42, the Procuring Agency will promptly notify each unsuccessful Training Service Provider, the name of the successful Training Service Provider and the Contract amount and will discharge the Proposal Security or Proposal Securing Declaration of the Training Service Providers pursuant to ITCSP 17.7.

41. **Signing of Contract**

41.1 Promptly after notification of award, Procuring Agency shall send the successful Training Service Provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

41.2 Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Training Service Provider and the Procuring Agency shall sign the contract.

42. **Performance Guarantee**

42.1 After the receipt of the Letter of Acceptance, the successful Training Service Provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the PDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

42.2 If the Performance Guarantee is provided by the successful Training Service Provider and it shall be in the form specified in the PDS.

42.3 Failure of the successful Training Service Provider to comply with the requirement of ITCSP 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next ranked Training Service Provider or call for new Proposals.

43. **Advance Payment**

43.1 The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the PDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Contract Form.

44. **Arbitrator**

44.1 The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.

45. **Corrupt & Fraudulent Practices**

45.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Training Service Providers/Training Service Providers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

46. **Constitution of Grievance Redressal**

46.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an 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.

47. **GRC Procedure**

47.1 Any party can file its complaint via EPADS 2.0 against the eligibility parameters or any other terms and conditions prescribed in the prequalification or RFP documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the stipulated timeline.

47.2 Any Training Service Provider or bidder feeling aggrieved by any act of the Procuring Agency after submission of its proposal may lodge a written complaint concerning its grievances within seven (07) days of the announcement of the Technical Evaluation Report and within five (05) days after issuance of the Final Evaluation Report, in accordance with Rule 65(3) of the Public Procurement Rules, 2026.In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

47.3 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 technical evaluation and final evaluation report in case where single stage two envelop bidding procedure is adopted.

47.4 The GRC, in both the cases shall investigate and decide upon the complaint within stipulated timeline as per PPRA Rules 2026.

47.5 Any Training Service Provider or party aggrieved by the decision of the Grievance Redressal Committee (GRC), or where the GRC fails to decide the complaint within the stipulated period of ten (10) days, may file an appeal before the Appellate Committee of the Authority within ten (10) days of communication of the GRC's decision or expiry of the prescribed period, as applicable, subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority, pursuant to Rule 65(7) of the Public Procurement Rules, 2026.

47.6 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.

47.7 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.

47.8 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint.

47.9 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.

E. MECHANISM OF BLACKLISTING

48. **Mechanism of Blacklisting**

48.1 Grounds for Blacklisting

The Procuring Agency shall initiate blacklisting proceedings against any bidder, Training Service Provider, supplier or contractor, in accordance with Rule 25 of the Public Procurement Rules, 2026, on any of the following grounds:

i. Involvement in corrupt and fraudulent practices or conviction under the laws of Pakistan that calls into serious question the honesty of the person;

ii. Knowingly providing false or misleading information or concealing material information concerning eligibility in connection with the submission of bids;

iii. Failure to perform contractual obligations during the execution of the contract, subject to action taken by the Procuring Agency under the contract to establish a breach of contract;

iv. Consistently submitting abnormally low bids with the intention of disrupting the procurement process and wasting public resources; and

v. Failure to abide by the Bid Securing Declaration, without involvement in any corrupt or fraudulent practice.

48.2 Period of Blacklisting

The period of blacklisting shall be determined in accordance with the nature and gravity of the violation and shall not exceed the following limits prescribed under Rule 25(1) of the Public Procurement Rules, 2026:

i. Up to ten (10) years in cases involving corrupt and fraudulent practices or relevant convictions;

ii. Up to five (05) years in cases involving knowingly providing false or misleading information or concealing material information concerning eligibility;

iii. Six (06) months in cases involving failure to perform contractual obligations;

iv. Six (06) months in cases involving consistent submission of abnormally low bids intended to disrupt the procurement process and waste public resources; and

v. Not more than six (06) months in cases involving failure to abide by the Bid Securing Declaration, without involvement in corrupt or fraudulent practices.

48.3 Constitution of Blacklisting Committee

The Procuring Agency shall constitute a Blacklisting and Debarment Committee comprising an odd number of members, not less than three (03), in accordance with the Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024.

48.4 Issuance of Show Cause Notice

The Blacklisting Committee shall examine the complaint or information received and initiate proceedings by issuing a written show-cause notice to the concerned bidder, Training Service Provider or contractor. The show-cause notice shall contain:

i. Precise allegations against the bidder, Training Service Provider or contractor;

ii. The maximum period for which the Procuring Agency proposes to blacklist or debar the concerned party; and

iii. The time limit for submission of a written reply against the show-cause notice.

48.5 Opportunity to Submit Written Reply

The Procuring Agency shall provide a minimum period of seven (07) days to the concerned bidder, Training Service Provider or contractor for submission of a written reply to the show-cause notice.

36.6 Personal Hearing

Upon receipt of the written reply, the Blacklisting Committee shall consider the submissions and provide the concerned bidder, Training Service Provider or contractor, or its authorized representative, an opportunity of personal hearing before deciding the matter. In case no written reply is received within the stipulated period, the Committee may issue a notice for personal hearing and proceed to decide the matter on the basis of the available record, if the concerned party fails to avail the opportunity of hearing.

36.7 Decision of the Blacklisting Committee

The Blacklisting Committee shall examine the allegations, written reply, supporting documents and other relevant record and shall issue a reasoned decision, recording the grounds and justifications for its findings and the proposed period of blacklisting or debarment.

36.8 Communication of Blacklisting Decision

The Procuring Agency shall communicate the blacklisting decision, along with the grounds and reasons thereof, to the concerned bidder, Training Service Provider or contractor and the Authority in accordance with Rule 25(2) and (3) of the Public Procurement Rules, 2026.

36.9 Examination by the Authority

The Authority shall examine the record and the grounds for blacklisting communicated by the Procuring Agency and may:

i. Set aside the blacklisting decision;

ii. Uphold the blacklisting decision, with or without cross-debarment; or

iii. Take action in accordance with Rule 25(4) of the Public Procurement Rules, 2026, including cross-debarment from all or specified categories of public procurement or imposition of a fine, as applicable.

36.10 Right to File Review Petition

The bidder, Training Service Provider or contractor aggrieved by the blacklisting or debarment decision may file a review petition before the Authority within thirty (30) days of communication of such decision, after depositing the prescribed fee and in accordance with the procedure determined by the Authority, pursuant to Rule 25(6) of the Public Procurement Rules, 2026.

36.11 Disposal of Review Petition

The Authority shall examine and decide the review petition within ninety (90) days of its filing. The decision of the Authority shall be final in accordance with Rule 25(6) of the Public Procurement Rules, 2026.

36.12 Effectiveness of Blacklisting and Ongoing Contracts

The blacklisting decision of the Procuring Agency shall not take effect unless the legal remedy provided under Rule 25(6) has been exhausted or the prescribed period for filing such remedy has lapsed. The final decision regarding blacklisting or cross-debarment shall be immediately communicated to the concerned bidder, Training Service Provider or contractor and uploaded on the Authority's website.

Notwithstanding the blacklisting or debarment, the concerned bidder, supplier or contractor shall remain bound to perform its obligations under any ongoing public contract in which it is already engaged, subject to the option of the respective Procuring Agency, in accordance with Rule 25(8) of the Public Procurement Rules, 2026.

SECTION III: PROPOSAL DATA SHEET

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
A. INTRODUCTION		
1	1.1	**Name of Procuring Agency:** Online Billing Solution Sehal, Project, Office of CGA **Subject of procurement:** Hiring of SAP Consultancy firm for Developing Training Manual and Imparting Trainings **Period for Provision of Services:** 12 months with effect from issuance of Letter of Award acceptance, extendable upon satisfactory performance and availability of funds **Commencement date:** Issuance date of the award of Contract
2	2.1	**Financial year for the operations of the Procuring Agency:** FY2026-27 and onward – Continuous activity, under the next Procurement Plan 2027-28 **Name and identification number of the Contract:** Hiring of SAP Consultancy firm for Developing Training Manual and Imparting Trainings
B. PROPOSAL DOCUMENT		
3	6.2	The number of documents to be completed and returned is: two original pdf files (1-pdf file for technical proposal and 2nd-pdf file for only financial proposal on e-PADS only), separately. Copy of Proposal Security instrument must also be submitted on e-PADS and the original (hard copy) in a sealed envelope to Director (MIS/FABS) prior to Technical Proposal opening time. Failure to comply may cause rejection of proposals as per E-Pak Procurement Regulations 2023, Public Procurement Rules 2026 or standard violation of bidding documents.
4	7.1	**Address for clarification of RFP documents:** Project Manager (OLBS), Directorate General – MIS, CGA Complex, G-5/2, Islamabad
	7.5	**Pre-proposal meeting will be held at:** GFMS Room (MIS), Directorate General MIS, O/o the Controller General of

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
		Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad as mentioned on EPADS 2.0 (If applicable)
C. PREPARATION OF PROPOSALS		
5	9.1	The language of all correspondence and documents related to the Proposal shall be: English
6	14.6	The price shall be fixed.
7	15.1	Currency of the Proposal shall be: Pak Rupees
8	16.1	Proposal Validity period shall be: 120 days from Proposal opening date
9	17.1	Amount of Proposal Security shall be: PKR 1,000,000/- (in Pak Rupees)
10	17.3	Proposal Security shall be in the form of: Pay order, Bank Draft
11	17.10	The Proposal Security shall be valid for: 120 days
12	18.1	Alternative Proposals to the requirements of the RFP Documents will not be permitted.
13	20.1	Number of copies of the Proposal to be completed and returned: two original pdf files (1-pdf file for technical proposal and 2nd-pdf file for only financial proposal on e-PADS only). Submission of Proposals on e-PADS is mandatory; manual proposals shall not be accepted.
D. SUBMISSION OF PROPOSALS		
14	21.2(a)	The proposal shall be addressed to: Project Manager OLBS, Directorate General MIS, CGA. Contract No. RFP-73/MIS/FABS/PROC/HIRING OF CONS. SER. SAP FIRM/2026, Directorate General MIS, Ground Floor, CGA Complex, G-5/2, Islamabad
15	21.2(b)	Title of the subject procurement: Hiring of SAP Consultancy firm for Developing Training Manual and Imparting Trainings
16	22.1	Deadline for both Technical and Financial Proposals submission: as mentioned on EPADS 2.0

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
E. OPENING AND EVALUATION OF PROPOSALS		
17	25.1	Technical part of the Proposal opening shall take place at: GFMS Room (MIS), Directorate General MIS, O/o the Controller General of Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad, Pakistan. as mentioned on EPADS 2.0 Financial part of the Proposal opening shall take place at the same venue, day, date, and time (11:30 A.M.).
18	34.2	Procuring Agency may adopt Quality and Cost Based Selection Technique with 50% Technical Weightage and 50% Financial Weightage. The Minimum Technical Qualifying marks will be 70 out of 100.
F. AWARD OF CONTRACT		
19	42.1	Performance Guarantee shall be 5% of the Contract Price.
20	42.2	Performance Guarantee shall be acceptable in the form of: Unconditional Bank Guarantee from a scheduled bank of Pakistan operating under the regulations of the State Bank of Pakistan.
21	43.1	Advance Payment shall not be allowed except in exceptional circumstances with the approval of CGA/PAO.
22	44.1	Arbitrator shall be appointed by mutual consent of both parties.
G. GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM		
23	48.1	Address of the Grievance Redressal Committee (GRC) by the Procuring Agency: In line with Committee notified and uploaded on EPADS 2.0. All the Grievances shall dealt through EPADS also.

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
24		Address of PPRA Grievance Redressal Appellate Committee 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: ELEGIBLE COUNTRIES

All the service providers are allowed to participate in the subject procurement without regard to nationality, except service providers of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

SECTION V: TERMS OF REFERENCE (TORs)
DEPARTMENT OF THE CONTROLLER GENERAL OF ACCOUNTS

Vision, Mission, and Values

Vision

To achieve an optimal level of good governance in the performance of accounting functions of the Federation through an effective and efficient internal control regime, technology, and automation, ensuring fairness and transparency geared towards conforming to International Public Sector Accounting Standards (IPSAS). To add value to public resources through timely and reliable reporting of accounts of the Federation of Pakistan.

Mission

To develop our accounting capabilities to establish ourselves as a credible professional institution that promotes good governance, accountability, and reliability of the accounting function.

Values

Accountability, Professionalism, Integrity, Excellence, Reliability, a cooperative, innovative and constructive spirit, open communications, and a respectful workplace.

Functions of the Office

As envisaged in the CGA Ordinance 2001, the main codified functions of the Controller General of Accounts are:

1. To prepare and maintain the accounts of the Federation, provinces, and district governments.
2. To authorize payments and withdrawals from the Consolidated Fund and Public Accounts of the Federal and Provincial governments.

Other functions contributing to sound financial management:

1. Formulating the principles governing internal financial control for government departments.

2. Rendering advice on accounting procedures for new schemes, programs, or activities undertaken by the government concerned.
3. Providing information required by the Federal, Provincial, or District Governments (insofar as compiled accounts permit).
4. Developing and maintaining an efficient system for pensions, provident funds, and other recruitment benefits.

Overview

In order to fulfill its mandate, the Department of the Controller General of Accounts (CGA) has embarked upon a project to integrate the national accounting and budgeting system with other stakeholders such as the State Bank of Pakistan (SBP), National Bank of Pakistan (NBP), Federal Board of Revenue (FBR), NADRA, Pakistan Post, CDNS, Railways, NHA, CDA, and Provincial Councils. This integration assists in managing accurate reporting of Federation accounts efficiently and provides transparency and consistency in accounting processes through automation, integration of financial systems, digital documentation, and online processing of bills for government departments, ministries, divisions, etc., creating a central repository of the billing cycle and collaboration between accounting teams.

In line with the strategic vision of the CGA office to enhance integration of the Financial Accounting and Budgeting System (FABS) with stakeholders for end-to-end digital consolidation of resources for efficient handling of national budgeting and accounting functions covering every step and phase of the accounting cycle, the department of the CGA has engaged consultancy through an SAP ERP partner firm in Pakistan for implementation of a customized SAP ERP in government organizations at Federal, Provincial, and District levels.

The solution is based on SAP-ERP's Human Capital Management (HCM) and financial modules. It comprises applications running on the SAP platform (SAP HANA). The implementation includes customization to meet specific business processes and reporting requirements of OCGA.

Presently, FABS integration with FBR is in process for direct transfer of salaries of 4.6 million employees and pensioners of the Federal and Provincial governments. Biometric verification of pensioners is being carried out in joint collaboration with NADRA, SBP, and commercial banks. FABS comprises various teams headed by Team Leads and mid-level consultants in HR, FI, ABAP, BASIS, Networks, Database, etc.

Hardware & Infrastructure

This office has procured hardware comprising HANA-certified server machines, backup software, VM Ware, and centralized server machines located in Islamabad/Rawalpindi, with a Disaster Recovery Site located in Lahore and direct connectivity with NTC and PTCL headquarters. The FABS database is HANA (on-premises solution).

FABS Competency Center

The CGA, through its Directorate General MIS, has established a FABS Competency Center at its headquarters in Islamabad to ensure smooth functioning of FABS and the Online Billing Solution Technical Team. SAP modules (HCM and FI) have been configured and implemented through a consultant firm that is providing SAP support and maintenance services under a contracting arrangement.
Additionally, a FABS Competency Center team and Project Sehal (Online Billing Solution) team are assisting stakeholder offices to:

- Provide support during development and integration of FABS with NADRA, SBP, FBR, etc., in close coordination with consultants.
- Coordinate with NTC and Pak Datacom for hosting connectivity to ensure efficient and secure service delivery post-implementation.
- Ensure smooth and sustainable functioning of FABS through technical support to the MIS Directorate, CGA, in system administration, programming modifications, and upgrading FABS functionality based on future requirements.

B. Scope of Work / Terms of Reference (TORs)

Assignment:
SAP certifications / government-owned SAP-module-based trainings (500 participants) including SAP certifications/modules on government IFMIS: FI, HR, ABAP, BASIS, Process Orchestration, SAC (Planning), SAP Green Ledger, Special Ledger, SAP Material Management, Asset Recording, SAP GRC (ETD), GRC Process Control, etc.

Trainees:
CGA and AGP organizations, CF&AOs, Finance Managers (AAs/RFAs/PLAs), and Government DDOs (Federal & Provincial).

Contract Type:
SAP Consultancy Firm

Stations:
Islamabad, Lahore, Peshawar, Karachi, Pakistan

Introduction

Over the years, government officials in general, and Drawing & Disbursing Officers (DDOs) in particular, have gained "SAP literacy." At the same time, DDOs have become accustomed to manual processing of claims at accounting offices. Development literature indicates that only 30% of change programs similar to the Online Billing System succeed. The leading causes of failure are staff resistance and management behaviors that do not support the desired change.

Therefore, extensive training and change management are required. Unless all DDOs and CF&AOs in Federal and Provincial capitals are trained, they will not be able to use the Online Billing System effectively. Additionally, project staff using assignment accounts and users in AGPR/AGs will need to be covered in such training.

Terms of Engagement

The Director General (MIS/FABS) intends to hire the consultancy services of an SAP Consultancy Firm to develop SAP training content and conduct capacity building sessions.

Intellectual Property Rights:
All content created under this agreement will be the intellectual property of the project and will be owned by it.

Contract Duration:
Initially 12 months, extendable on the same terms and conditions subject to operational need, satisfactory performance, and budgetary provisions.

Program Impact:

Enhanced professional capacity of the department of the CGA by inculcating knowledge of government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (Planning), SAP Green Ledger, Special Ledger, SAP Material Management, Asset Recording, SAP GRC (ETD), GRC Process Control, etc.

Eligibility / Qualification Criteria

The SAP Consultancy Firm is expected to have the following skills and expertise:

Criteria	
a)	Registered on FBR Active Taxpayers List
b)	At least 3 completed SAP/ERP training contracts in the public sector in the past 5 years
c)	Trainer CVs with SAP certifications
d)	Valid license to deliver SAP certifications / SAP Sell Partner / Enablement Partner / Training Partner
e)	Sell Partner / Equivalent Status with SAP / Authorized by SAP under JV arrangement
f)	Operational setups and infrastructure in each Federal/Provincial capital (Islamabad, Peshawar, Lahore, Karachi) will be given preference
g)	A proven record of conducting training programs in system automation & digitization is preferred

Deliverables

The Consulting Firm shall provide a comprehensive training plan encompassing a tailored training schedule with flexibility in dates, ensuring optimal learning outcomes. The training plan must include the following components:

a) Comprehensive training manuals (at least 50 credit hours) in electronic format (e.g., OCR-compliant, searchable text-layered PDF) for each program module.

b) Professionally designed PowerPoint presentations with accompanying speaker notes.

c) Engaging video-based learning modules (50 credit hours) accessible through the FABS Digital Academy / Learning Management System (LMS). Videos must be professional grade with Urdu/English captions and transcripts. These videos shall be uploaded to the CGA indigenous LMS.

d) Documentation of content sources, references, and copyrights.

e) Training materials tailored to different learning styles and levels of expertise.

f) Compliance with accessibility standards to ensure inclusivity.

g) Training program documentation, including outlines, objectives, and learning outcomes.

h) End-of-module examinations for granting verified certification / diploma (3 certification attempts allowed).

Comprehensive SAP HANA & Government IFMIS Training Program

1. Executive Summary

This program aims to provide a structured, three-level certification track for 500 participants on the Government IFMIS. The curriculum bridges the gap between standard SAP HANA functionalities and customized government business processes, ensuring participants evolve from beginners to certified functional/technical consultants.

2. Three-Level Certification Framework

Level One: Foundation & Module Essentials

Delivered via the CGA LMS, this level provides a solid technical and functional baseline.

- SAP & IFMIS Introduction: Overview of ERP systems and SAP's specific role in government business processes.
- Navigation: Mastery of SAP GUI and introduction to SAP Fiori modern interfaces.
- Core Modules: In-depth training on SAP FI, SD, MM, and HCM specifically focused on customized IFMIS functionalities.
- Data & Reporting: Basics of data structures (tables/records) and mastery of the 50 most prevalent IFMIS reports (Crystal, Smart Forms, ABAP, Fiori, Embedded Analytics).
- Extension & Integration: Understanding module integration and overview of customization options including BAdI, BAPI, and BOPF.
- Practical Application: Hands-on exercises, real-world case studies, and soft skills training for stakeholder interaction. This will be a mandatory one-week workshop to be conducted in CGA provided on-premises with access to CGA sandbox. However, the vendor needs to design and conduct practical scenarios for configuration, customization objects and other exercises to impart practical technical domain knowledge.

Level Two: Indigenous Certification & Remediation

- Vendor-provided examination: A scenario-based, high-integrity proctored exam hosted on the vendor's portal.
- Certification award: Indigenous certificates awarded upon successful completion (up to 3 attempts allowed).
- Remediation: For candidates with 80% attendance who fail the first attempt, the vendor will provide on-premises revision sessions at FABS facilities before subsequent attempts.

Level Three: SAP Global Certification Selection

- Elite selection: Based on performance, the learning partner will advise on the minimum top 25 candidates to be awarded SAP Global Certification attempts.
- VAR integration: While SAP Global licenses are procured via CGA existing and established VAR, the vendor provides registration guidance and final exam preparation for these candidates.

3. Training Approach & Methodology

3.1 Instructional Design

- Sequential logic: Content structured from fundamental to advanced using adult learning theories (andragogy) to ensure practical job-site application.
- Multi-model materials:

- Manuals: Comprehensive, user-friendly guides with clear version control.
- Presentations: Professional PPTs with engaging visuals, animations, and speaker notes.
- Video lectures: 4K high-quality recordings with captions, metadata tagging for SEO/retrieval, and edited for clarity.

3.2 Interactive Engagement

- Virtual syncing: Group activities, collaborative projects, and discussion forums to encourage peer learning.
- Self-paced learning: On-demand access to all materials via the LMS to accommodate diverse schedules.

4. Monitoring, Evaluation (M&E), and Quality Assurance

A systematic M&E framework will be implemented:

- **Assessment lifecycle:**

- Pre-assessments: Establish baseline participant knowledge.
- Assignments & quizzes: Continuous comprehension checks.
- Post-assessments: Measure knowledge gain and skill enhancement.

- **Performance tracking:**

- KPI dashboards: Real-time monitoring of training milestones and participant progress.
- Impact assessment: Evaluation of how training improves long-term job performance.
- Feedback loop: Regular solicitation of participant and stakeholder feedback for program optimization.

5. Deliverables and Format Standards

Deliverable	Technical Standards
Manuals	Digital & print-ready, branded, indexed, with full source documentation
Video Content	4K resolution, MP4/AVI formats, includes intros/outros and subtitles
Presentations	Branded templates, high-engagement graphics, integrated multimedia
Examinations	Computer-Based Testing (CBT), scenario-based questions, secure proctoring

6. Duration and Continuity

The assignment shall commence from the date of award for a fixed contract period, including the initial development phase (manuals/videos) and recurring delivery cycles. The contract is extendable based on operational needs, budgetary provisions, and satisfactory performance in meeting M&E benchmarks.

C. Mandatory Eligibility Requirements

Vendor Certifications / Government SAP-module-based trainings (500 participants) on Government/SAP customized IFMIS covering:

1. FI, Controlling (CO)
2. HR (Payroll, GP Fund, House Building Advance, Motorcar Advance, Change Tracking System, Talent Management on PB-40, Pension including Pension Contribution System)
3. ABAP
4. BASIS
5. Process Orchestration
6. SAC (Planning)
7. SAP Green Ledger, Special Ledger
8. Supply Chain (MM/SCM)
9. GRC Process Control, SAP GRC (ETD)
10. Enterprise Asset Management
11. SAP Project Management
12. SAP Plant Production (PP/PM)
13. SAP Sales and Distribution
14. SAP Build, SAP Business Technology Platform

Additional mandatory requirements:

- **A1. Expert Time Input:** Bidders must propose Key Expert time-input based on their technical quote. At least one dedicated expert must be engaged for the duration of the training to ensure continuity.
- **A2. Trainee Scale & Headcount:** Total headcount is 500. Cohort size shall be decided with successful bidder during execution after mutual consensus. 50 credit-hours of video lectures per module is the minimum standard, accompanied by class notes/transcripts and quizzes.
- **A3. Module Distribution:** 145 for FI/CO, 145 for SAP HCM, 15 each for remaining modules. Phases 1 & 2 are functional; configuration/testing scenarios will be mandatory provided in training on CGA provided sandbox.

Mandatory Eligibility Checklist:

S. No	Criteria	Yes/No
1	Registered on FBR Active Taxpayers List	
2	At least 3 completed SAP/ERP training contracts in public sector in past 5 years	
3	Trainer CVs with SAP certifications	
4	Valid license to deliver SAP certifications / SAP Sell Partner / Enablement Partner / Training Partner	
5	Sell Partner / Equivalent Status of SAP / Authorized by SAP under JV arrangement	

D. Technical Bid Evaluation Criteria (50% weightage – Minimum Qualifying Score: 70/100)

S. No	Criteria	Max Marks	Breakdown	Required Documentation
1	Firm's Experience in training of SAP in Public Sector/Private Sector	20	i) 5+ public sector SAP/ERP training projects: 5 marks ii) Module diversity in trainings Content delivery (FI, HR, ABAP, etc.): 5 marks iii) >10 similar SAP training projects (national or abroad): 7.5 additional marks iv) Experience for training in IFMIS: 2.5 marks	List of projects with scope & duration Work orders + completion certificates Project summaries detailing SAP modules used
2	SAP Authorization & Accreditation	13	SAP Authorized Enablement Partner: 3 marks SAP Certification Delivery Rights: 05 marks Sell Partner status certificate from SAP: 05 marks	Valid SAP Education Partner certificate SAP Certification Delivery license, Sell Partner status certificate from SAP
3	Proposed Trainers & Team Composition	7	1 marks per trainer (minimum 7 trainers) = 7 marks	Detailed CVs SAP certification copies Experience letters / project deployment proof
4	Training Methodology & Delivery Approach	5	Hybrid/in-person training plan: 1.5 marks Use of SAP Learning Hub: 2.5 marks Practical lab sessions & LMS integration: 1 mark	Training methodology document Access plan to SAP Learning Hub Sample training schedule and LMS screenshots
5	Training Infrastructure & Support	2.5	Providing Virtual labs, real-time simulations, sandbox IFMIS access: 2.5 marks	Letters/testimonials on official letterheads Client contact details for verification

S. No	Criteria	Max Marks	Breakdown	Required Documentation
				Confirmation of sandbox IFMIS access
6	Past Performance & Client References	2.5	Relevant training letters/testimonials from government organizations: 2.5 marks	Letters/testimonials on official letterheads Client contact details for verification

E. Financial Bid Evaluation Criteria (Standard Formula)

Financial Score = (Lowest Bid / Bid Under Evaluation) × 50

Combined Score Formula
Final Score = (Technical Score × 0.50) + (Financial Score × 0.50)

F. Schedule of Requirement (Documents to be included in Technical & Financial Proposal)

1. Bidder Information / Profile details
2. Cover Letter / Letter of Proposal, Financial Bid Forms (as per RFP-73)
3. Trainers and Training Curriculum, infrastructure details, training implementation plan with timelines and instructor/resource deployment
4. Complete TORs Compliance Sheet for each operational requirement
5. Certificates from relevant bodies (NTN/STN, SECP for private limited companies, etc.)
6. Compliance with Technical and Financial Criteria by provision/uploading of required documentation on e-PADS

G. Price Schedule (Negotiable)

Milestone	Payment %
10% of total contract price upon inception report / training plan / instructors' CVs / credentials and deployment plan accepted by Director (FABS) under Lot-II	10%
15% upon successful delivery and acceptance of Training Manual under Lot-II (hard & soft copy, 25 copies, 100 gsm or higher laminate gloss finish art paper) duly signed, stamped, vetted by Head of Consultancy Firm and accepted by Director (FABS/MIS)	15%
20% upon successful imparting of trainings and certifications under Lot-II (Federal level – Ministries/Divisions/Attached Departments/Sub-offices/Projects etc.) with required documentation, curriculum, training certificates, lecture videos, and presentations	20%

Milestone	Payment %
15% upon successful trainings and certifications under Lot-II at 04 Provinces, AJK, and GB (5% for AJK & GB each) with required documentation, curriculum, training certificates, lecture videos, and presentations	15%
40% upon final deliverable: Training Manual (soft & hard form, 25 copies laminate finish art paper 100 gsm or higher), SAP certifications, and Certificate/Diploma Courses as per Lot-II. Training certificates to be provided on laminate finish art paper (100 gsm) with Project Logo (on behalf of Procuring Agency)	40%

Minimum Timeline for Delivery: 12 months (extendable on basis of satisfactory service, operational need, and budgetary provisions)

E-Price Schedule (RFP-73)

Hiring of SAP Consultancy Services Firm for Developing Training Manual and Imparting Trainings

Sr. No	Description	Total Qty.	Quarterly Consultancy Fee (inclusive of all taxes)	Yearly Consultancy Fee (inclusive of all taxes)
1	Developing SAP Training Manual and Imparting SAP Trainings	As per TORs		
	GRAND TOTAL			**PKR _____**

Total Bid Security Required: PKR 1,000,000/-

☐ Accepted
☐ Rejected (with actual bid security amount)

Note:
Contract award will be made to the most advantageous bidder achieving the highest marks/weightage in technical and financial criteria. Kindly include the applicable portion of taxes on Consultancy Services while quoting the bid price, keeping in view the prevailing FBR policy on taxes and duties.

SECTION VI: PROPOSAL FORMS

Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*"].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.*]*

(e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of Signatory:
Name of Consultant (company's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Proposal Security Form

To: [*name of the Procuring Agency*]

Whereas *[name of the Consultant]* (hereinafter called "the Consultant/Service Provider) has submitted its proposal dated *[date of submission of Proposal]* for the provision of *[name and/or description of the consultancy services]* (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *[name of PA]* (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Proposal

   (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;

   (b) Disagreement to arithmetical correction made to the Proposal price; or

   (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: …….. in the capacity of ……..

signed

[Signature of the Bank]

Dated on …… day of …….. 20 …….

Team Composition, Assignment, and Key Experts' inputs

N°	Name / Position	Location	D-1	D-2	D-3	...	Total (Home)	Total (Field)	Total Input
KEY EXPERTS									
K-1	Mr. ABC	Home	2	1	1		4		
	[Team Leader]	Field	0.5	2.5	0			3	7
K-2	[Name]	Home							
	[Position]	Field							
K-3	[Name]	Home							
	[Position]	Field							
	Subtotal (Key)								
---	---	---	---	---	---	---	---	---	---
NON-KEY EXPERTS									
N-1	[Name]	Home							
	[Position]	Field							
N-2	[Name]	Home							
	[Position]	Field							
	Subtotal (non-key)								
---	---	---	---	---	---	---	---	---	---
	TOTAL INPUT						[Sum]	[Sum]	[Grand Total]

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1].*

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currencyor Gratuity	Purpose of Commission
_____	_____	_____
_____	_____	___

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:
Name and Title of Signatory: _____ In the capacity of: _

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2 Summary of Costs

	Cost			
	{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required*
Cost of the Financial Proposal				
Including:				
(1) **Remuneration**				
(2)**Reimbursable**				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

BREAKDOWN of Remuneration

A. Remuneration								
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/Month** (from TECH-6)	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
	Key Experts							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

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(PPRA)
EPADS

BREAKDOWN of Reimbursable Expenses

B. Reimbursable Expenses _____

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN2}	{Currency # 2- as in FIN2}	{Currency# 3- as in FIN2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Agency's personnel – if required in TOR}							
			Total Costs					

Legend*:*
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PART-B: CONDITIONS OF CONTRACT AND CONTRACT FORM

SECTION VII: GENERAL Conditions of Contract

General Provisions

1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: **a "Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. **b Procuring Agency** "means: - any Ministry, Division, Department or any Office of the Federal Government; any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government; **c Procuring Agency's Personnel"** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant. **d Consultant"** means an individual consultant or a consulting firm as the case may be; **e "Contract"** means an agreement enforceable by law; **f "Contractor"** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works; **g "Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable). **h "Day"** means calendar day unless indicated otherwise. **i "Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. **j "Experts** "means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. **k "Foreign Currency"** means any currency other than the Pakistani Rupees. **l "GCC"** means these General Conditions of Contract. **m "Government"** means the Government of Pakistan. **n "Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members

	of the JV are jointly and severally liable to the Procuring Agency for the performance of the contract. **o "Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal. **p "Local Currency"** means the currency of Pakistan **q "Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. **r "Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them. **s "SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. **t "Services"** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. **u "Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site. **v "Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. **w "Third Party"** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
4. Language	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Location	7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
9 Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC.**
10. Fraud and Corruption	10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency. 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication. 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
17. Force Majeure **a. Definition**	17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
b. No Breach of Contract	17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

c. Measures to be Taken	17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either: demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.
18. Suspension	18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination **a. By the Procuring Agency**	19. 1 This Contract may be terminated by either Party as per provisions set up below: 19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to (b) Clause GCC 18; If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49 (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. 19.1.2 If the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
b. By the Consultant	19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. Cessation of Rights and Obligations	(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1. (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach. 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant: (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General	
(a) Standard of performance	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties. 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
b. Law Applicable to Services	20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law.
21. Conflict of Interests	21.1 The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
c. Prohibition of Conflicting Activities	

	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations	26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Procuring Agency in Reports and Records	27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
28. Equipment, Vehicles and Materials	28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value 28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
29. Code of Conduct	29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts	30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.** 30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2. 30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where s under this Contract exceeds the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.
31. Replacement of Key Experts	31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts. 31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32. Approval of additional Key Experts	32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
33. Removal of Experts or Subconsultants	33.1 If the Procuring Agency finds that any of the Experts or Subconsultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement. 33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement. 33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments	34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
35. Working Hours, Overtime, Leave, etc.	35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**. 35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions	36.1 Unless otherwise specified in the **SCC**, the Procuring Agency shall use its best efforts to: a. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. b. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

	c. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. d. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. e. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country. f. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
37. Access to Project Site	37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub consultants or the Experts of either of them.
38. Change in the Applicable Law Related to Taxes and Duties	38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39. Services, Facilities and Property of the Procuring Agency	39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.** 39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel	40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**. 40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in **Appendix A**, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3. 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
41. Payment Obligation	41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount	42.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses). 42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. 42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
43. Remuneration and Reimbursable Expenses	43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. 43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**. 43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract. 43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**. 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties	44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**. 44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.
45. Currency of Payment	45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.**
46. Mode of Billing and Payment	46.1 Billings and payments in respect of the Services shall be made as follows: (a)*Advance payment*. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off. (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately. (c)The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with

	this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above. (e)All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder
47. Interest on Delayed Payments	47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

48. Good Faith **48.1** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

49. Amicable Settlement **49.1** Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –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 consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC subclause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3 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 Authority shall pay the Service Provider any monies due the Service Provider.

SECTION VIII: SPECIAL Provisions of the Contract

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC2	**Applicable/Governing Law:** *PPRA Ordinance, Rules& Regulations, clarifications published, amended from time to time.* ***PUBLIC PROCUREMENT RULES,2026,*** ***PPRA CONUSLTANCY SERVICES REGULATIONS (As amended from time to time)***
GCC3	The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in ***[ENGLISH]***
GCC5	**The addresses are:** Director General MIS/FABS CGA Complex, SectorG-5/2, Islamabad, PAKISTAN. **Period for delivery:** [12 Months-Extendable in view of satisfactory performance, operational need and budgetary provision] **Commencement date for delivery:** [w.e.f issuance of the Work Order/letter of Acceptance or signing of contract whichever is decided and agreed upon by the parties to the contract] The Contractor/Service Provider:
GCC6.1	**The Authorized Representative are:** **Procuring Agency** Project Manager, Directorate General-MIS, CGA Complex, Sector G-5/2, Islamabad. **For Service Provider**
GCC7	**Effectiveness of the contract** The Contractor/ Service Provider shall commence work with in: [***Seven days***] from the date of signature of the Contract by both parties.
GCC8	**Commencement of Services:** The Contractor/Service Provider shall commence **from issuance of letter of award.**

GCC10.2	**Expiration of Contract:** The time period shall be [12 Months w.e.f. issuance date of work order which is extendable in view of operational requirement and budgetary provision with the approval of Project Director (Sehal)
GCC15	**Termination** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Service Provider shall be responsible for providing to the procuring agency all the data related to ***RFP-73-*** *Hiring of SAP Consultancy Services Firm for Developing Training Manual and Imparting Trainings* along with all the requirement (with allied documentation) which may be necessary for smooth transition to or performance either by the Authority itself or by any other organization/body to whom the contract may be assigned.
GCC17	**The Procuring Agency reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing services due to a conflict of a nature described in Clause GCC17.**
GCC19	The insurance coverage against the risks shall be as follows (a) Professional liability insurance, with a minimum coverage of per the security [in accordance with the applicable law in the Procuring risk charges as explained in the meeting Agency's country]; (b) Third Party liability insurance, with a minimum coverage of ["in accordance with the applicable law in the Procuring Agency's country"]; (c) Procuring agency's liability and workers' compensation insurance in respect of the experts and Sub- Service Providers in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and insurance against loss of or damage to the Service Provider's property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services.
GCC23	**Liquidated Damages** If the Service provider fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Service Provider shall pay to the Authority as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC24	**Performance Guarantee:** The amount of performance guarantee shall be *[05%(Five) percent of the Total contract award price*] the contract price in acceptable form [Pak Rupees only]
GCC32	**Proposal quoted shall be inclusive of all applicable taxes, duties etc.**
GCC35	**Payment (Payment plan is negotiable after successful award):** **Payment Plan (Negotiable and amendable with bidder as per PPRA Rule 40 Limitations on Negotiation):** I. **15% on inception Report** /Training Plan/Instructors Deployment II. **15% on development of Training Manual**

	III. **20%** on successful imparting trainings and Certificates at Federal with documentation, attendance, training IV. **10%** in rest of province on successful imparting trainings and certifications including AJK and GB. V. **40% Upon provision of Training Manual etc.** **35.2AdvancePayment:(if any) Not Applicable**
GCC38	All the payment to be released to the contractor/service provider shall be **[Pak Rupees].**
GCC39	Identifying Defects: The procuring agency reserves the right at any time to inspect the premises of the service provider to inspect the services and monitor the services being provided.
GCC42	[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance for Dispute Resolution a) If any dispute of any kind whatsoever shall arise between the procuring agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – 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 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. 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 [Islamabad High Court] and proceedings will be conducted in [English]. iv. 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. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the procuring agency shall pay the Service Provider any monies due to the Service Provider. Arbitrator's fee: The fee shall be specified in [Pak Rupees], as determined by the procuring agency, which shall be shared equally by both parties. Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Court for appointment of sole arbitrator. The court

	may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. Rules of procedure for arbitration proceedings: Any dispute between the procuring and a Service Provider arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator. Place of Arbitration and Award: The arbitration shall be conducted in [Islamabad HIGH COURT, language of arbitration is English] and place of arbitration shall be at [Islamabad]. The award of the arbitrator shall be final and shall be binding on the parties.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION IX: Contract FORM

Form of Contract

THIS AGREEMENT made the day of 2026 between Directorate General MIS, CGA (hereinafter called "the Procuring Agency") of the one part and of Service provider] of [city and country of Service provider] (hereinafter called "the Service provider") of the other part:

WHEREAS the Procuring Agency invited Proposals for provision of RFP-73 Hiring of SAP Consultancy Services firm for Developing Training Manual and Imparting Trainings, viz., [brief description of services] and has accepted a Proposal by the Service provider for the provision of Consultancy 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 Proposal and the Price Schedule, submitted by the Service provider;
(c) the Schedule of Requirements;
(d) the Terms of Reference/Scope of Work;
(e) (e) the Special Conditions of Contract;
(f) the General Conditions of the Contract;
(g) the Procuring Agency's Letter of Acceptance; and
(h) Training Plan timelines, Certification list, HR deployment, curriculum, Instructors CV (i) [any other documents]

In consideration of the payments to be made by the Procuring Agency to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Procuring Agency to provide the RFP-73- Hiring of Consultancy Services firm for Developing Training Manual and Imparting Trainings related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Agency hereby covenants to pay the Service provider in consideration of the provision of RFP-73 Hiring of SAP-Consultancy Services firm for Developing Training Manual and Imparting Trainings 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 Procuring Agency)
Witness to the signatures of the Procuring Agency:
……
Signed, sealed, delivered by the _____ for the Procuring Agency)
Witness to the signatures of the Service provider:
.....

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLEBY THE SERVICE PROVIDERS OF GOODS, SERVICES& WORKS INCONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Dated:
Contract Value: Contract Title:

[Name of Service provider] 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 Service provider] 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, Service Provider, 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 Service provider] 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 Service provider] 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, contractor other instrument, be voidable at the option of GoP.

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

[Seller/Service provider] [Buyer]