

REQUEST FOR PROPOSAL (RFP-57)

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)

April , 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



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

INVITATION FOR PROPOSALS (RFP-57)

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

Activity Ref. No.	:	RFP-57/MIS/FABS/Proc/Hiring of Cons. Ser. SAP Firm/2026			
Pre-Proposal meeting	:	Date:	27-04-2026	Time:	1100 Hours, PST
Date & Time for Submission of Proposals	:	Date:	07-05-2026	Time:	1100 Hours, PST
Date & Time for Proposals Opening	:	Date:	07-05-2026	Time:	1130 Hours, PST

The Office of the Director General MIS/FABS under Budget Online Billing Solution Sehal PSDP allocation under IB 9377 invites sealed bids through e-Pak Acquisition & Disposal System (e-PADS) (<https://eprocure.gov.pk>) from eligible VAR-SAP firms registered and Active Income Tax and Sales Tax Taxpayers, to develop SAP training content and conduct capacity building sessions. **Areas of SAP Certifications/ modules are on Government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (planning), SAP Green ledger, Special ledger, SAP Material Management, Asset Recording, SAP GRC(ETD), Process Control etc.**

The Proposal shall be conducted in line with “**Single Stage-Two Envelope**” procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential Service Providers. Method of selection will be **QCBS with 50% Technical and 50% Financial weightage for a period of 36 months**, extendable on operational need, satisfactory performance and budgetary provisions.

Original Proposals (Technical and Financial) must be submitted **separately in two pdf format files through EPADS** addressed to Director (FABS/MIS) on or before submission deadline above.

Interested firms must also submit original **Proposal Security [in hard form] in favour of DDO DG MIS, CGA of PKR 1,000,000/- in the form of Pay order, Bank Guarantee, 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.

Proposal Document containing detailed terms & conditions of the Proposal process, can be **downloaded** from <https://eprocure.gov.pk> free of cost. Interested Service Providers are requested to register themselves on ePADS (<https://eprocure.gov.pk/#/supplier/registration>) and submit their Proposals accordingly. In case of any query/technical difficulty in using e-PADS, the prospective firms(s) may contact Public Procurement Regulatory Authority (PPRA), 1st Floor, FBC Building, Sector G-5/2, Islamabad (UAN: 051-111-137-237).

The Proposal prepared in accordance with the instructions mentioned in the **Proposal Document (RFP-57)**, must be submitted through e-PADS at <https://eprocure.gov.pk> by or before **1100 hours PST** on the closing date mentioned above. The Proposals at e-PADS will be opened at **1130 hours PST** through e-PADS on the closing date in the presence of Service Providers' representatives. Pre-Proposal meeting and Technical and Financial proposals' opening will be held at the **GFMS Room (MIS), Directorate General MIS, O/o the Controller General of Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad.**

This advertisement and the Proposal document is available at website of PPRA & CGA at www.ppra.org.pk and www.cga.gov.pk/tenders, <https://fabs.gov.pk/Tenders.html> respectively.

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 One 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 or a Proposal Securing Declaration [in hard form] in favor of DDO DG MIS, CGA of PKR 1,000,000/- in the form of Pay order, Bank Guarantee, 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 One 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 Procuring Agency will open all Proposals, in public, in the presence of Training Service Providers’ or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the PDS. The Training Service Providers’ representatives present shall sign a register as proof of their attendance.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Training Service Provider. No proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at proposal opening.

25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Training Service Provider unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at proposal opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposals. Any Modification shall be read out along with the Original Proposal except in case of Single Stage One Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial proposal opening date.

25.5 Other envelopes holding the Proposals shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Training Service Providers names, the Proposal prices, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Proposal Security, Proposal Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

25.6 The Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the PDS in the presence of Training Service Providers' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

25.7 The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Training Service Provider; (b) whether there is a modification or substitution; (c) the presence of a bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

25.8 Proposals not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Training Service Provider which is not read out at Proposal opening shall not be considered further.

25.9 Training Service Providers are advised to send in a representative with the knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Training Service Provider's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Training Service Provider's Proposal.

25.10 No Proposal will be rejected at the time of Proposal opening except for late Proposals which will be returned unopened to the Training Service Provider, pursuant to ITCSP 23.

25.11 The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Training Service Provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.

25.12 The Training Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Training Service Provider's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Training Service Providers.

25.13 A copy of the minutes of the Proposal opening shall be furnished to individual Training Service Providers upon request.

25.14 After the evaluation and approval of technical proposal the procuring agency, shall at a time within the proposal validity period, publically open the financial proposals of the technically accepted proposals only. The financial proposal of proposals found technically non-responsive shall be returned un-opened to the respective Training Service Providers subject to redress of the grievances from all tiers of grievances.

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 Rule 2(1)(h) of PPR-2004.

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. PPR) 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 written complaint 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 proposal submission deadline.

47.2 Any Training Service Provider feeling aggrieved by any act of the procuring agency after the submission of his proposal may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

47.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

47.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

47.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.

47.6 Any Training Service Provider or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority within thirty (30) days of communication of decision on prescribed format after depositing the Prescribed fee.

47.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.

47.8 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.

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

47.10 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

A. MECHANISM OF BLACKLISTING

48. Mechanism of Blacklisting

48.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, Training Service Provider or contractor who either:

- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and
- iii. Fails to abide by the bid securing declaration;

48.2 The show cause notice shall contain: (a) precise allegation, against the Training Service Provider or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the Training Service Provider or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the Training Service Provider or contractor from participating in public procurements of all the procuring agencies.

48.3 The procuring agency shall give minimum of seven days to the Training Service Provider or contractor for submission of written reply of the show cause notice

48.4 In case, the Training Service Provider or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the Training Service Provider or contractor/authorize representative of the Training Service Provider or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

48.5 In case the Training Service Provider or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the Training Service Provider or contractor for personal hearing.

48.6 The Procuring Agency shall give minimum of seven days to the Training Service Provider or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Training Service Provider or contractor, if availed

48.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

48.8 The Procuring Agency shall communicate to the Training Service Provider or contractor the order of debarring the Training Service Provider or contractor from participating in any public procurement with a statement that the Training Service Provider or contractor may, within thirty days, prefer a representation against the order before the Authority.

48.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective Training Service Provider or Training Service Providers in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

48.10 The Training Service Provider may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition

48.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

48.12 The Authority on the basis of decision made by the committee either may debar a Training Service Provider or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the Training Service Provider from the allegations. The decision of the Authority shall be final.

SECTION III: PROPOSAL DATA SHEET

The following specific data for the RFP-57/ HIRING OF SAP CONSULTANCY SERVICES FIRM FOR DEVELOPING TRAINING MANUAL AND IMPARTING TRAININGS to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITSP). Whenever there is a conflict, the provisions herein shall prevail over those in ITSP.

PDS Clause Number	ITSB Number	Amendments of, and Supplements to, Clauses in the Instruction to Service providers
A. INTRODUCTION		
1.	1.1.	<p>Name of Procuring Agency: [Online Billing Solution Sehla, Project, Office of CGA]</p> <p>The subject of procurement is: Hiring of SAP Consultancy firm for Developing Training Manual and Imparting Trainings]</p> <p>Period for Provision of Services: [36monthswith effect from issuance of work order/Letter of bid acceptance extendable upon satisfactory performance and availability of funds]</p> <p>Commencement date: [Issuance date of the work order/Letter of bid acceptance]</p>
2.	2.1	<p>Financial year for the operations of the Procuring Agency: [FY2025-26 and Onward-Continuous activity, under the next Procurement Plan 2026-28]</p> <p>Name and identification number of the Contract: Hiring of SAP Consultancy firm for Developing Training Manual and Imparting Trainings</p>
B. PROPOSAL DOCUMENT		

3.	6.2	<p>The number of documents to be completed and returned is:</p> <p>[The number of documents to be completed and Submitted are <u>two original pdf files</u> (1-pdf file for technical proposal and 2nd-pdf file for only financial proposal on EAPDS Only] Separately.</p> <p>[Copy of Proposal Security instrument need also to be submitted on EPADS and Original (Hard copy) in sealed envelope to Director (MIS/FABS) prior to Technical Proposal opening time].</p> <p>Failure to above, may cause rejection of proposals as per PPRA</p>
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		Rules2004, E-Pak Procurement Regulations, 2023/Standard violation of bidding documents].
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4.	7.1	<p>The address for clarification of RFP documents is:</p> <p>[Project Manager (OLBS), Directorate General – MIS, CGA Complex, G-5/2, Islamabad]</p>
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	7.5	<p>Pre-proposal meeting will be held in:</p> <p>[GFMS Room (MIS), Directorate General MIS, O/o the Controller General of Accounts, Ground Floor, CGA Complex, G-5/2, Islamabad on 27-04-2026 (Monday) at 1100 Hours.</p>
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C.PREPARATIONOF PROPOSALS

5.	9.1	The language of all correspondences and documents related to the Proposal shall be: [in English language]
6.	14.6	The price shall be fixed.
7.	15.1	Currency of the Proposal shall be [Pak Rupees]
8.	16.1	The Proposal Validity period shall be: [120 Days from Proposal opening date]
9.	17.1	The amount of Proposal Security shall be: [PKR 1,000,000/- in Pak Rupees]
10.	17.3	The Proposal Security shall be in the form: [Pay order, Bank Guarantee, 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	<p>The number of copies of the Proposal to be completed and Returned shall be</p> <p>[two original pdf files (1-pdf file for technical proposal and 2nd-pdf file for only financial proposal on EPADS only)]</p> <p>Submission of *Proposals on EPADS is mandatory, Manual Proposals shall not be accepted.</p>
D. SUBMISSION OF PROPOSALS		
14.	21.2(a)	<p>The proposal shall be shell be addressed to the:</p> <p>[Project Manager OLBS, Directorate General MIS, CGA] Contract No. RFP-57/MIS/FABS/PROC/HIRING OF CONS. SER. SAP FIRM/2026 Directorate General MIS, Ground Floor, CGA Complex, G-5/2, Islamabad,</p>
15.	21.2(b)	<p>Title of the subject Procurement: Hiring of SAP-Consultancy firm for Developing Training Manual and Imparting Trainings</p>
16.	22.1	<p>The deadline for both Technical and Financial Proposals submission is:</p>

		<p>a) Day: [Thursday] b) Date: [07-05-2026] c)Time: [11:00A.M] (through E-PAD only)</p>
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E. OPENING AND EVALUATION OF PROPOSALS		
17.	25.1	<p>The 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.</p> <p>a) Day: [Thursday], Date: [07-05-2026], Time: [11:30 A.M]</p> <p>The Financial 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.</p> <p>A. Day: [Thursday], Date: [07-05-2026], Time: [11:30 A.M]</p>

18.	34.2	The Procuring Agency may adopt the Quality and Cost Based Selection Technique: [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] will be adopted.
F. AWARD OF CONTRACT		
19.	42.1	The Performance guarantee shall be [05%] of the Contract Price.
20.	42.2	The Performance Guarantee shall be acceptable in the form of: [Unconditional Bank Guarantee form scheduled bank of Pakistan operating under the Regulations of the State Bank of Pakistan]
21.	43.1	The Advance Payment shall be [not allowed] except in exceptional circumstances with the approval of CGA/PAO.
22.	44.1	Arbitrator shall be appointed by mutual consent of the both parties.
G. GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM		
23.	48.1	The address of the GRC by the Procuring Agency: Through Project Manager OLBS, DG MIS to: [Director IV&R/Chairman GRC, Directorate General-MIS, CGA Complex, Sector G -5/2, Islamabad.]
24.		The 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)

A. Introduction of Procuring Agency

Introduction:

The Office of the Controller General of Accounts (OCGA) is entrusted for following functions for Striving for good governance by promoting, within our mandate, better informed decision making and ensuring efficient, economical and effective service delivery.

Functions of the office:

Main codified functions of Controller General of Accounts as envisaged in CGA Ordinance 2001 are:

1. To prepare and maintain the accounts of federation and 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 the internal financial control for government departments.
2. Rendering advice on accounting procedure for new schemes, programs or activities undertaken by the Government concerned.
3. Providing the information required by the Federal, Provincial or District Governments (in so far as accounts compiled permit).
4. Developing and maintaining an efficient* system of pension, provident funds and other recruitment benefits.

Vision, Mission and Values

The Vision of OCGA is to achieve optimal level of Good Governance in the performance of accounting functions of the Federation through effective and efficient internal control regime, technology, automation ensuring fairness, transparency geared towards conforming the International Public Sector Accounting Standards. Add value to public resources through timely, reliable, reporting of accounts of Federation of Pakistan.

The Mission of OCGA is to develop our accounting capabilities to establish ourselves as a credible professional institution that promotes good governance, accountability and reliability of accounting function.

The Values held by OCGA are Accountability, Professionalism, Integrity, and Excellence, Reliability, a cooperative, Innovative and constructive spirit, open communications and a respectful workplace.

Overview

In order to fulfill its mandate, the Department of the Controller General of Accounts has embarked upon a project to integrate national accounting and budgeting system with other stakeholder like State Bank of Pakistan, National Bank of Pakistan, Federal Board of Revenue, NADRA, Pakistan Post, CDNS, Railway, NHA, CDA, Provincial Councils etc. to assist in managing accurate reporting function of accounts of the federation efficiently and provide transparency and consistency in accounting processes through automation, integration of financial systems, digitally documenting and processing of online bills of the government departments, Ministries/Divisions etc., having a central repository of billing cycle and collaboration between accounting teams.

In line with the strategic vision of CGA office to enhance integration of Financial Accounting and Budgeting System (FABS) with stakeholders for end to end digital consolidation of the resources for efficient handling of national budgeting, accounting function covering every step and phase of the accounting cycle, Office of the CGA has continued consultancy through SAP ERP partner firm in Pakistan for implementation of customized SAP ERP in Government Organizations at Federal, Provincial and District level. The solution is based on SAP-ERP's Human Capital Management and Financial Module. It comprises of applications running on SAP platform (ECC 6.0 version to in process

upgradation to SAP HANA). The implementation of the solution includes customization to meet specific business process and reporting requirements of OCGA. Presently, the integration of FABS with FBR is in process for direct transfer of salaries of 4.6 Million Employees and pensioners of the Federal and Provincial Governments. Besides this biometric verification of pensioners is being carried out with the joint collaboration of NADRA, State Bank and Commercial Banks. FABS comprises various teams that are headed by Team Leads and Mid-level consultants in HR, FI, ABAP, BASIS, Networks, Database etc.

Presently, this office has procured Hardware comprises HANA certified server machines, Backup software VM Ware and centralized server machines located at Islamabad/RWP, and Disaster Recovery Site located at Lahore and their direct connectivity with NTC and PTCL Headquarters.

The database of FABS is oracle based (on-premises solution), however, one of the largest HANA Technical upgrade is under process.

The CGA through its Directorate General MIS has also set-up a FABS competency center at its headquarter in Islamabad to ensure smooth functioning of FABS and online Billing Solution Technical Team. While SAP Modules (HCM and FI) has been configured, implemented through a consultant firm that is providing SAP Support and maintenance services under contracting arrangement. Besides this a FABS competency center team , Project Sehal “Online Billing Solution” team is also assisting the stakeholder offices to ensure (a) support during development, integration phase of FABS with NADRA, SBP, FBR etc in close coordination with the consultants (b) coordination with the NTC, Pak Datacom for hosting connectivity for efficient, secure service delivery post-implementation (c) ensure smooth and sustainable functioning of FABS through technical support to MIS Directorate, CGA in system administration, and in programming modifications and upgrading of functioning of FABS based on future requirements.

Accordingly, the OCGA is in the process of hiring CONSULTANT(S), hereinafter referred to as the “CONSULTANT(S)”, for providing services for various financial reforms initiatives by FABS as under:

1. SAP OM Module (HCM) implementation at Federal and Provinces
2. Strengthening the FABS competency center and expansion of financial reforms, development initiatives to other government organizations, technical support in implementation, development /deployment of in house reforms initiatives and maintenance of FABS and allied IT Systems and infrastructure of OCGA for making payment to 4.6 million employees and pensioners of the Federal, Provincial and district Governments of Pakistan as well as vendor payments throughout Pakistan.

B. Scope of Work/ToRs

Assignment: SAP Certifications/Government own SAP-module base trainings (500 Participants) includes: SAP Certifications/modules on Government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (planning), SAP Green ledger, Special ledger, SAP Material Management, Asset Recording, SAP GRC(ETD), Process Control etc.

Trainees: CGA Organizations, CF&AOs, Finance Managers (AAs/ RFAs/ PLAs) & Government DDO’s (Federal & Provincial).

Contract Type: SAP Consultancy Firm

Stations: Islamabad/ Lahore/ Peshawar, Karachi/ Quetta, Pakistan

INTRODUCTION

Over the years, the government officials in general and those designated as Drawing and Disbursement in particular have gained "SAP literacy". At the same time, the DDOs have become used to following

manual processing in processing their claims at accounting offices. The development literature indicates that only 30% 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 is required. Unless all DDOs/ CF&AOs in the federal/provincial capitals are trained, they will not be able to use online billing system effectively. Additionally, the project staff that use Assignment Accounts and the staff 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 (“Services”) of a SAP Consultancy Firm to develop training content and conduct capacity building sessions. All content created under this agreement will be the intellectual property rights of project and will be owned by it. The duration of contract will be initially for thirty-Six months, extendable on same terms and conditions, subject to operational need, satisfactory performance and budgetary provisions.

The Program’s targeted impact will be enhanced professional capacity of the O/o CGA by inculcating Government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (planning), SAP Green ledger, Special ledger, SAP Material Management, Asset Recording, SAP GRC(ETD), Process Control etc.

ELIGIBILITY/QUALIFICATION CRITERIA

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

- a) Registered on FBR Active Taxpayers List
- b) At least 3 completed SAP/ERP training contracts in public sector in past 5 years
- c) Trainer CVs with SAP certifications
- d) Valid license to deliver SAP certifications / SAP Education Partner
- e) Value added Reseller (VAR) of SAP /Partner of SAP
- f) Operational setups and Infrastructure in each federal/provincial capitals, including Islamabad, Peshawar, Lahore, Karachi, Quetta will be given preference.
- g) A proven record of conducting training programs in system automation & digitization is preferred.

DELIVERABLES:

The Consulting firm should 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 for at least 50 credit hours in electronic format (e.g., OCR compliant
 - b) PDF) for each program module.
 - c) Professionally designed PowerPoint presentations with accompanying speaker notes.
 - d) Engaging video-based learning modules (50 credit hours) accessible through the FABS digital academy/Learning Management System (LMS).
 - e) Documentation of content sources, references, and copyrights.
 - f) Training materials tailored to different learning styles and levels of expertise.
 - g) Compliance with accessibility standards to ensure inclusivity.
 - h) Training program documentation, including outlines, objectives, and learning outcomes.
 - i) End of module exam for grant of verified certification/ Diploma (3 certification attempts)
-

ABOUT SAP CERTIFICATIONS/GOVERNMENT OWN SAP-MODULE BASE TRAININGS (500 PARTICIPANTS)

The SAP Education program for beginners leading to SAP certification typically covers fundamental aspects of SAP software and its modules. The SAP Education program would be designed to provide a solid foundation in SAP software and prepare for specific content and depth of coverage to become a functional consultant in latest functionalities of SAP HANA.

1. Module Essentials

1.1. Introduction to SAP:

- a) Overview of SAP ERP (Enterprise Resource Planning) systems.
- b) Understanding SAP's role in business processes

1.2. Navigation and User Interfaces:

- c) Basic navigation within SAP systems (GUI - Graphical User Interface).
- d) Introduction to SAP Fiori for modern interfaces (if applicable).

1.3. Core Modules:

- e) Depending on the certification track, introduction to modules such as SAP FI (Financial Accounting), SAP SD (Sales and Distribution), SAP MM (Materials Management), SAP HCM(Human Capital Management), etc.
- f) Basic functionalities and key processes within each module.

1.4. Data Management:

- g) Basics of data entry and management within SAP.
- h) Introduction to SAP data structures like tables, fields, and records.

1.5. Reporting and Analytics:

- i) Introduction to SAP reporting tools like SAP Business Objects or SAP Analytics Cloud.
- j) Basic report generation and data analysis.

1.6. Integration and Customization:

- k) Understanding how different SAP modules integrate with each other.
- l) Overview of customization options based on business needs.

1.7. Hands-on Exercises and Case Studies:

- m) Practical exercises to apply theoretical knowledge.
- n) Case studies to understand real-world application of SAP in different industries

1.8. Certification Preparation:

- o) Guidance on preparing for the SAP certification exam.
- p) Mock tests and quizzes to assess readiness.

1.9. Soft Skills and Best Practices:

- q) Communication skills for interacting with SAP systems and stakeholders
- r) Best practices for using SAP effectively in a business environment.

1.10. Award of Indigenous certificate:

- s) On completion of training, Indigenous certificate will be awarded to all participants. (With 3 certification attempts)

1.11. Selection for SAP Global Certification Attempt

- t) Selection of Best 25 Candidates for awarding SAP Global Certification attempt.

1.12. Exam and Certification:

-
- u) Details on the certification exam structure and format.
 - v) How to register for the exam and what to expect on exam day.

2. Manual Making Deliverables: Following pointers should be considered while designing the manuals for the programs:

- 2.1. Comprehensive manuals created for designated subjects/topics.
- 2.2. Manuals formatted in a user-friendly manner, including clear headings, subheadings, and visuals, where appropriate.
- 2.3. Content aligned with project requirements, ensuring accuracy and relevance.
- 2.4. Compliance with established style guides and branding guidelines.
- 2.5. Documentation of sources and references used in manual creation.
- 2.6. Revision history and version control maintained for future updates.

3. PPT Making Deliverables: Following pointers should be considered while designing the PowerPoint presentations for the programs:

- 3.1. Professionally designed PowerPoint presentations on specified topics/themes.
- 3.2. Slides featuring engaging visuals, graphics, and animations to enhance understanding and retention.
- 3.3. Clear and concise slide content, conveying key messages effectively.
- 3.4. Integration of multimedia elements (e.g., audio and video), where necessary.
- 3.5. Presentation templates provided for future use, maintaining consistency across presentations.
- 3.6. Compliance with branding guidelines and design standards.
- 3.7. Detailed speaker notes accompany each slide for presenter guidance.

4. Virtual Program Recordings Deliverables: Following pointers should be considered while designing Video-based lectures for the programs:

- 4.1. High-quality recordings of virtual programs at least 4k content, including presentations, workshops, and seminars.
- 4.2. Full coverage of training content with clear audio, video and captions/subtitles.
- 4.3. Edited to remove any technical glitches, pauses, or irrelevant content.
- 4.4. Incorporation of branding elements (e.g., logos, intros) as per organizational guidelines.
- 4.5. Delivery of recordings in multiple formats (e.g., AVI, MP4) suitable for various platforms and devices.
- 4.6. Metadata tagging for easy categorization, retrieval and search engine optimization.
- 4.7. Documentation of recording settings and equipment used for future reference.

5. Training Approach: The following Key components should be included to achieve the needed outcome:

- 5.1. Instructional Design:
 - 5.2. Utilize instructional design principles to structure training materials in a logical sequential manner.
 - 5.3. Develop clear learning objectives for each module, outlining the knowledge and skills participants are expected to acquire.
 - 5.4. Incorporate adult learning theories emphasizing the relevance and practical application of knowledge to promote active participation and self-directed learning.
-

6. Multi Model Learning Materials

- 6.1. Creating Comprehensive manuals covering theoretical concepts, practical examples, and case studies to facilitate in depth understanding.
- 6.2. Design visually appealing PowerPoint presentations with engaging graphics, animations and interactive elements to enhance content delivery.
- 6.3. Produce video based learning module featuring real-world scenarios, simulations, and expert insights to bring concepts to life.

7. Interactive Learning Activities

- 7.1. Integrate interactive quizzes, assignments, and discussions to promote active engagement and knowledge retention.
- 7.2. Facilitate virtual group activities and collaborative projects to encourage peer learning and knowledge sharing.
- 7.3. Provide opportunities for participants to apply newly acquired knowledge and skills through practical exercises and problem solving tasks

8. Flexible Delivery Modes

- 8.1. Offer flexibility in training delivery to accommodate diverse learning preferences and schedules.
- 8.2. Provide on-demand access to training materials through the LMS, allowing participants to learn at their own pace and convenience.

9. Monitoring and Evaluation

The objective of this monitoring and evaluation (M&E) framework is to establish a systematic approach to assess the progress, achievements, and impacts of the subject assignments undertaken. It aims to provide tools for effective monitoring of assignment progress, achievement of key milestones, and impact assessment with respect to envisaged capacity building objectives.

9.1. Components of the Monitoring and Evaluation Framework:

- Pre-Assessments: To be conducted before the commencement of each subject assignment to gauge the baseline knowledge and skills of the participants.
- Post-Assessments: Development of post-training & impact assessment checklists to evaluate the effectiveness of the training in achieving its intended outcomes.
- Assignments: Assignments should be given to participants to assess comprehension and application of the subject matter.

9.2. Examinations:

- To be administered at the end of each training module to assess the participants' overall understanding and retention of the subject matter. Preferably Computer-based testing (CBT).

9.3. Other/Additional Monitoring & Mechanism

- Regular Progress Tracking: Utilization of key performance indicators (KPIs) for each training program to monitor progress against predetermined objectives.
- Dashboards: Implementation of dashboards to monitor the progress of the training plan in real-time, enabling stakeholders to track milestones and identify any deviations from the planned timeline.

9.4. Other/Additional Evaluation Mechanism:

- **Post-Assessments:** Conducted after the completion of each subject assignment to measure participants' knowledge gain and skill enhancement.
- **Impact Assessment:** Evaluation of the overall impact of the training on participants' capacity-building objectives, including improvements in knowledge, skills, and job performance.
- **Feedback Mechanism:** Solicitation of feedback from participants and stakeholders to gather insights into the strengths and weaknesses of the training program and areas for improvement.

10. Duration of Assignment

The assignment shall be carried out over a contract period of **thirty-six (36) months**, from the date of award of contract which is further extendable based on operational need, satisfactory performance and budgetary provisions. This includes development of training manuals, periodic updates, and recurring delivery of training sessions in accordance with the approved work plan during the contract period.

C. Firms Eligibility Criteria / Mandatory Qualification Criteria

MANDATORY ELEGIBILITY REQUIREMENT

SAP Certifications/Government own SAP-module base trainings (500 Participants)

SAP Certifications/ modules on Government IFMIS on FI, HR, ABAP, BASIS, Process Orchestration, SAC (planning), SAP Green ledger, Special ledger, SAP Material Management, Asset Recording, SAP GRC(ETD), Process Control etc.

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 Education Partner	

5	Value added Reseller (VAR) of SAP	
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Mandatory Eligibility Requirements

D. Technical Bid Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria (50 %) - Minimum Qualifying Score: 70/100 in technical

S.No.	Criteria	Marks	Breakdown	Required Documentation
1	Firm's Experience in SAP Government IFMIS	40	<ul style="list-style-type: none"> 5+ public sector SAP/ERP training projects: 10 marks Module diversity (FI, HR, ABAP, etc.): 10 marks >5 similar projects: 10 additional marks Experience with Government IFMIS: 10 marks 	<ul style="list-style-type: none"> List of projects with scope & duration Work orders + Completion certificates Project summaries detailing SAP modules used
2	SAP Authorization & Accreditation	25	<ul style="list-style-type: none"> SAP Authorized Education Partner: 10 marks SAP Certification Delivery Rights: 5 marks 	<ul style="list-style-type: none"> Valid SAP Education Partner certificate SAP Certification Delivery license VAR status certificate from SAP
3	Proposed Trainers & Team Composition	15	<ul style="list-style-type: none"> VAR of SAP: 10 marks SAP Certified Trainers ≥5 years' experience: 3 marks/trainer (minimum 5 trainers): 15 Marks 	<ul style="list-style-type: none"> Detailed CVs SAP certification copies Experience letters/project deployment proof
4	Training Methodology & Delivery Approach	10	<ul style="list-style-type: none"> Hybrid/in-person training plan: 3 marks Use of SAP Learning Hub: 2 marks Practical lab sessions & LMS integration: 5 marks 	<ul style="list-style-type: none"> Training methodology document Access plan to SAP Learning Hub Sample training schedule and LMS screenshots
5	Training Infrastructure & Support	5	<ul style="list-style-type: none"> Virtual labs, real-time simulations, sandbox IFMIS access: up to 5 marks 	<ul style="list-style-type: none"> Letters/testimonials on official letterheads Client contact details for verification Confirmation of sandbox IFMIS access
6	Past Performance & Client References	5	<ul style="list-style-type: none"> Relevant training letters/testimonials from government organizations: 5 marks 	<ul style="list-style-type: none"> Letters/testimonials on official letterheads Client contact details for verification

E. Financial Bid Evaluation Criteria (standard formula)

Financial Evaluation (50%)

$$\text{Financial Score} = (\text{Lowest Bid} / \text{Bid Under Evaluation}) \times 50$$

Combined Score Formula

$$\text{Final Score} = (\text{Technical Score} \times 0.50) + (\text{Financial Score} \times 0.50)$$

F. Schedule of Requirement

The detailed technical and financial proposal must be prepared with inclusion of following documents:

1. **Table of Contents**
2. **Bidder Information/Profile details**
3. **Cover Letter/Letter to Proposal, Financial Bid Forms (related forms as per approved bidding document RFP-57)**
4. **Trainers and Training Curriculum, infrastructure details, training Implementation**
5. **Plan with timelines and Instructors/resources deployment.**
6. **Complete TORs Compliance sheet for each operational requirement.**
7. **Certificates from relevant bodies (NTN/STN, SECP in case of private limited company etc).**
8. **Compliance to Technical and Financial Criteria by provision/uploading of required documentation on EPADS.**

G. Price Schedule (Negotiable)

15% payment of total contract price on inception Report/ Training Plan/Instructors CV/ Profile, credentials and Deployment plan accepted by the Director (FABS) under Lot-II.

15% payment of total contract price on successful delivery and acceptance of Training Manual under Lot-II (hard and soft copy on 100gms or higher laminate gloss finish art paper -25 copies) duly signed stamped vetted by Head of Consultancy Firm and further accepted by Director (FABS/MIS).

20% payment of total contact price on imparting successful trainings, certifications under Lot-II with Certificates and Diploma Courses at Federal (Ministries/Divisions/Attached departments/Sub offices/Projects etc.), along with required documentation, curriculum, training certificates and lectures videos, presentations.

10% payment of total contract price for imparting successful trainings, certifications under Lot-II at 04 Provinces and AJK and GB (10% payment for AJK and GB resources trainings/certifications i.e. 5% each) with required documentation, curriculum, training certificates and lectures videos, presentations.

40% payment upon final deliverable: Training Manual (soft and hard form 25 copies laminate finish art paper 100 grams or higher), SAP Certifications and others and Certificate/Diploma Courses as per Lot-II. Training Certificate to be provided on Laminate Finish art paper of 100 grams with Project Logo (to be provided on behalf of Procuring Agency).

Minimum time line for rendering Training Manual, Services and Certifications as per Lot-II Bill of Material : 36 Months (extendable on the basis of satisfactory services, operational need and budgetary provisions).

**Signature and Stamp by the Service Provider Or
Authorized Rep.
(As per the Attorney)**

E-Price Schedule (RFP-57)

**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 etc.	Yearly Consultancy Fee inclusive of all taxes etc.
1	Developing SAP Training Manual and Imparting SAP Trainings	AS PER TORS		
	GRAND TOTAL			PKR.....
Total Bid Security Required (A+B)				PKR.....
Rs. 1,000,000/- Bid Security of total bid price quoted by bidder Tick one (Accepted or Rejected with actual bid security amount)				

Note: Contract Award to the most advantageous bidder on gaining highest marks/weightage in technical and Financial criteria. Kindly include the applicable portion of the taxes on Consultancy Services while quoting bid price keeping in view the prevailing FBR Policy on taxes duties etc.

Signature of the bidder

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

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 Currency or 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}				
<u>Total Estimate for Indirect Local Tax:</u>				

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								

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.

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: -
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- (e) **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.
- (f) “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- (g) “**Contract**” means an agreement enforceable by law;
- (h) “**Contractor**” means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) “**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).
- (j) “**Day**” means calendar day unless indicated otherwise.
- (k) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

- (l) **“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.
 - (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
 - (n) **“GCC”** means these General Conditions of Contract.
 - (o) **“Government”** means the Government of Pakistan.
 - (p) **“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.

- (q) **“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.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“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.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and **“Parties”** means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC

may be amended or supplemented but not over-written.

- (v) **“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.
- (w) **“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.
- (x) **“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.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

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.

2. Relationship between the Parties

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

3. Law Governing Contract

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.

4. Language

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

5. Headings

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

6. Communications

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 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

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 11.1. This Contract shall come into force and effect on the date (the of Contract "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.

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

b. No Breach of

17.4. The failure of a Party to fulfill any of its obligations

Contract

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.

**c. Measures to
be Taken**

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:

- (a) 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
- (b) 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.

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

19. Termination

19.1.1 The Procuring Agency may terminate this Contract in

a. By the

Procuring Agency

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 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) 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.

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

By the
b. Consultant

of not less than sixty (60) calendar days.

- (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.

- c. **Cessation of Rights and Obligations** 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;
 - (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

- 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 interests 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

23. **Liability of the Consultant** course of, or as a result of, the Services.
- 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**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and
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Rights of the Procuring Agency in Reports and Records

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, 28.1 Equipment, vehicles and materials made available to the **Vehicles and** Consultant by the Procuring Agency, or purchased by the Consultant

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

D. Consultant's Experts and Sub-Consultants

30. Description of 30.1 The title, agreed job description, minimum qualification and **Key Experts** 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 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 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.

34.1 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

34. Replacement/ Removal of Experts –

Impact on Payments	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.
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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 .
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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:

- (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

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

liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts of either of them.

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 41.1 In consideration of the Services performed by the Consultant **Obligation** 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

44.1 The Consultant, Sub-consultants and Experts are responsible

Duties

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
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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 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.

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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	<p>Applicable/Governing Law: <i>PPRA Ordinance, Rules & Regulations, clarifications published, amended from time to time.</i> PUBLIC PROCUREMENT RULES, 2004, PPRA CONSULTANCY SERVICES REGULATIONS (As amended from time to time)</p>
GCC3	<p>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]</p>
GCC5	<p>The addresses are:</p> <p>Director General MIS/FABS CGA Complex, Sector G-5/2, Islamabad, PAKISTAN.</p> <p>Period for delivery: [36 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]</p> <p>The Contractor/Service Provider:</p>
GCC6.1	<p>The Authorized Representative are:</p> <p><u>Procuring Agency</u> Project Manager, Directorate General MIS, CGA Complex, Sector G-5/2, Islamabad.</p> <p><u>For Service Provider</u></p>
GCC7	<p>Effectiveness of the contract</p> <p>The Contractor/ Service Provider shall commence work with in: [Seven days] from the date of signature of the Contract by both parties.</p>

GCC8	<p>Commencement of Services:</p> <p>The Contractor/Service Provider shall commence From issuance of letter of acceptance/Work order.</p>
GCC10.2	<p>Expiration of Contract:</p> <p>The time period shall be[36 Months w.e.f issuance date of work order which is extendable in view of operational requirement and budgetary provision with the approval of Director General MIS/FABS]</p>
GCC15	<p>Termination</p> <p>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-57- 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.</p>
GCC17	<p>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.</p>
GCC19	<p>The insurance coverage against the risks shall be as follows</p> <p>(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];</p> <p>(b) Third Party liability insurance, with a minimum coverage of ["in accordance with the applicable law in the Procuring Agency's country"];</p> <p>(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</p> <p>(d) 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.</p>

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	<p>Performance Guarantee:</p> <p>The amount of performance guarantee shall be <i>[05%(Five) percent of the Total contract award price]</i> the contract price in acceptable form [Pak Rupees only]</p>
GCC32	<p>Proposal quoted shall be inclusive of all applicable taxes, duties etc.</p>
GCC35	<p>Payment (Payment plan is negotiable after successful award):</p> <p>Payment Plan (Negotiable and amendable with bidder as per PPRA Rule 40 Limitations on Negotiation):</p> <ol style="list-style-type: none"> I. <u>15% on inception Report /Training Plan/Instructors Deployment</u> II. <u>15% on development of Training Manual</u> III. <u>20% on successful imparting trainings and Certificates at Federal with documentation, attendance, training</u> IV. <u>10% in rest of province on successful imparting trainings and certifications including AJK and GB.</u> V. <u>40% Upon provision of Training Manual etc.</u> <p>35.2 Advance Payment:(if any) Not Applicable</p>
GCC38	<p>All the payment to be released to the contractor/service provider shall be [Pak Rupees].</p>
GCC39	<p>Identifying Defects:</p> <p>The procuring agency reserve the right at any time to inspect the premises of the service provider to inspect the services and monitor the services being provided.</p>
GCC42	<p>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance for Dispute Resolution</p> <ol style="list-style-type: none"> 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.

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 [nameofServiceprovider]of[cityandcountryofServiceprovider](hereinaftercalled“the Service provider”) of the other part:

WHEREAS the Procuring Agency invited Proposals for provision of RFP-50/1- Hiring of SAPConsultancy 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”).

NOWTHISCONTRACTWITNESSETHASFOLLOWS:

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) 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]

3. 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-50- 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.

4. The Procuring Agency hereby covenants to pay the Service provider in consideration of the provision of RFP-50(1) 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. PAYABLE BY THE SERVICE PROVIDERS OF GOODS, SERVICES & WORKS IN CONTRACTS 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 times 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]
