

# REQUEST FOR PROPOSAL (RFP-54)

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## Hiring of Firm for SAP Consultants through Implementation Support Partner

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Procurement Procedure: (Single Stage: Two Envelopes Procedure)  
Procurement Method: (Quality & Cost Based Selection-QCBS)

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(National Competitive Bidding)



**DIRECTORATE GENERAL, MIS/FABS  
CONTROLLER GENERAL OF ACCOUNTS  
CGA Complex, G-5/2, Islamabad**

**DIRECTORATE GENERAL MIS/FABS (OCGA)**

**Jan, 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](http://www.ppra.org.pk)), the above said document is also available on EPADS and FABS/CGA website ([www.fabs.gov.pk](http://www.fabs.gov.pk)) and ([www.cga.gov.pk](http://www.cga.gov.pk)).

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# PART-A: PROPOSAL PROCEDURE & REQUIREMENTS

## SECTION I: INVITATION FOR PROPOSALS



DIRECTORATE GENERAL, MIS  
CONTROLLER GENERAL OF ACCOUNTS  
CGA Complex, G-5/2, Islamabad.

### INVITATION FOR PROPOSALS (RFP-54)

### Hiring of Firm for SAP Consultants through Implementation Support Partner

Activity Ref. No.	:	[ RFB-54/MIS/FABS/Proc/VAR-SAP/2025]			
Pre-Proposal meeting	:	Date:	<b>28-01-2026</b>	Time:	11:00 Hours, PST
Date & Time for Submission of Proposals	:	Date:	<b>10-02-2026</b>	Time:	11:00 Hours, PST
Date & Time for Technical Proposals Opening	:	Date:	<b>10-02-2026</b>	Time:	11:30 Hours, PST
Date & Time for Financial Proposals Opening	:	To be announced later within the Bid Validity Period after declaration of Technical Evaluation Report to be notified to the selected Bidders			

The Office of the Director General MIS/FABS under **Budget Cost Centers ID 1164 & IB-488** 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.

The partner will provide comprehensive support and implementation services to OCGA under the scope of encompassing the role of a RAAST connect for end-to-end lifecycle management of 20 priority entities, strengthening the FABS Competency Center, rolling out new SAP modules and functionalities, and establishing a GFSM & Data Analytics Cell.

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 12 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 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 180 days, before 11:00 hours PST on the proposal opening date**. 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 **e-PADS** (<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), 1<sup>st</sup> 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-54)**, must be submitted through **e-PADS** at <https://eprocure.gov.pk> by or before **11:00 hours PST** on the closing date mentioned above. The Proposals at **e-PADS** will be opened at **11:30 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 **Conference Room, Directorate General (MIS), CGA Complex, G-5/2, Islamabad.**

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

**Director (MIS/FABS)**

**Directorate General MIS, O/o the Controller General of Accounts,  
Ground Floor, CGA Complex, G-5/2, Islamabad.**

**Ph.: 051-9107241, Fax: 051-9107240**

## SECTION II: INSTRUCTION TO SERVICE PROVIDER (ITSP)

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### A. INTRODUCTION

#### 1. Scope of Proposal

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

3.1 A Service Provider shall be a single natural person, company, or firm. Joint ventures, consortia, or associations are not eligible to participate in this bidding process.

3.2 The invitation for proposal is open to all prospective 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.

3.3 Foreign 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 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.

3.4 A Service Provider shall not be considered to have a conflict of interest solely based on their status as an existing Value-Added Reseller (VAR) or current service provider to the Procuring Agency, provided they were not involved in the direct preparation of the specific design or technical specifications for this current RFP (RFP-54). All Service Providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of this Proposal; or
- d) 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 Service Provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- e) Submit more than one Proposal in this Bidding process.

3.5 A Service Provider may be ineligible if –

- (a) declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the 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 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 Service Provider is convicted, by a final judgment, of any offence involving professional conduct;
- (e) the 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, Service Provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.

3.6 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.

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

3.8 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 Service Provider**

4.1 A Service Provider shall submit only one Proposal, in the same bidding process, strictly as an individual firm.

4.2 No 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 Service Provider in the same bidding process.

#### **5. Cost of Bidding**

5.1 The 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 ITSP 8.1 include:

- Section I - Invitation to Proposals
- Section II - Instructions to Service Providers (ITSP)
- 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 Service Provider for filling the forms.

6.4 The 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 Service Provider's risk and may result in the rejection of his Proposal.

## **7. Clarification of RFP documents**

7.1 A prospective 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 ITSP 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 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 ITSP 8.

7.5 If indicated in the PDS, the Service Provider's designated representative is invited at the 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 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 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 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 ITSP 8. Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a 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 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 ITSP 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 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 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 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 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 ITSP Clauses 13 and 14;
- b) Samples, if applicable and requested in the PDS;
- c) Proof of eligibility and qualification as per ITSP 12;
- d) Authorization to operate in Pakistan, per ITSP 12.3(a);
- e) Evidence of eligibility and conformity of services per ITSP 11;
- f) Proposal Security or Proposal Securing Declaration per ITSP 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 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 Service Provider**

12.1 Service Providers must submit documentation confirming eligibility and qualification.

12.2 Proof must confirm that the 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 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 ITSP 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. 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 (not exceeding 5% of the estimated value) 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 ITSP 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 ITSP 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 Service Provider shall submit its proposal as under:

- a) 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 ITSP 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 Service Provider to enable the proposal to be returned unopened in case it is declared "late" pursuant to Clause ITSP.23

21.3 If all envelopes are not sealed and marked as required by ITSP 21.2 and ITSP 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 ITSP 8, in which case all rights and obligations of the Procuring Agency and 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 ITSP 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 Service Provider.

### **24. Withdrawal of Proposals**

24.1 A 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 ITSP 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 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 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 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 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 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 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 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 Service Provider which is not read out at Proposal opening shall not be considered further.

25.9 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 Service Provider's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the 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 Service Provider, pursuant to ITSP 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 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 Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a 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 Service Providers.

25.13 A copy of the minutes of the Proposal opening shall be furnished to individual 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 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 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 Service Provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.

26.3 Notwithstanding ITSP 27.2 from the time of Proposal opening to the time of contract award, if any 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 Service Providers, the Procuring Agency may, ask any Service Provider for a clarification of its Proposal including breakdown of prices. Any clarification submitted by a 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 Service Provider

27.4 From the time of Proposal opening to the time of Contract award if any 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 ITSP 3 and ITSP 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 Service Providers obligations under the Contract; or
- c) if rectified, would affect unfairly the competitive position of other Service Providers presenting substantially responsive Proposals.

28.3 The Procuring Agency will confirm that the documents and information specified under ITSP 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 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 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 ITSP 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 ITSP 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 Service Provider, shall be considered as binding upon the Service Provider. If the 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 ITSP 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 ITSP 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 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 Service Provider to perform that contract;
- b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the 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 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 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 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 ITSP 12.3.

35.3 The determination will take into account the Service Provider's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider's qualifications submitted by the Service Provider, pursuant to ITSP 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 Service Providers' qualifications.

35.4 Procuring Agency may seek "Certificate for Independent Price Determination" from the 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 Service Provider. The 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 Service Provider. A negative determination will result in rejection of the Service Provider's Proposal, in which event the Procuring Agency will proceed to the next ranked Service Provider to make a similar determination of that Service Provider's capabilities to perform satisfactorily.

## **F. AWARD OF CONTRACT**

### **36. Criteria of Award**

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

- a) eligible in accordance with the provisions of ITSP 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 Service Provider for negotiations. Where negotiations are commenced with the next ranked Service Provider, the Procuring Agency shall not reopen earlier negotiations.

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

38.1 Notwithstanding ITSP 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 Service Provider or Service Providers. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

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

38.3 The Procuring Agency shall upon request communicate to any 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 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 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 Service Provider furnishing the Performance Guarantee in accordance with ITSP 42 and signing of the contract in accordance with ITSP 41.2.

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

### **41. Signing of Contract**

41.1 Promptly after notification of award, Procuring Agency shall send the successful 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 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 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 Service Provider and it shall be in the form specified in the PDS.

42.3 Failure of the successful Service Provider to comply with the requirement of ITSP 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 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 Service Providers/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 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 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.

## **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, 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 Service Provider or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the 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 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 Service Provider or contractor for submission of written reply of the show cause notice

48.4 In case, the Service Provider or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the Service Provider or contractor/authorize representative of the 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 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 Service Provider or contractor for personal hearing.

48.6 The Procuring Agency shall give minimum of seven days to the 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 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 Service Provider or contractor the order of debarring the Service Provider or contractor from participating in any public procurement with a statement that the 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 Service Provider or 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 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 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 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-54/MIS/FABS/Proc/VAR-SAP/2026 for Hiring of Firms for SAP Consultants through Implementation Support Partner 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.

<b>PDS Clause Number</b>	<b>ITSP Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Service Providers</b>
<b>A. INTRODUCTION</b>		
1	1.1	<p><b>Name of Procuring Agency:</b> [Directorate General MIS/FABS, Office of the Controller General of Accounts, Government of Pakistan]</p> <p><b>Subject of Procurement:</b> Hiring of Firm for SAP Consultants through Implementation Support Partner for the Financial Accounting and Budgeting System (FABS)</p> <p><b>Period for Provision of Services:</b> [12 (Twelve) months] with effect from issuance of work order/Letter of bid acceptance, extendable for additional periods upon satisfactory performance and availability of funds</p> <p><b>Commencement Date:</b> [Date of issuance of the work order/Letter of bid acceptance]</p>
2	2.1	<p><b>Financial Year for Operations:</b> [FY2025-26 and onward continuous activity under the next Procurement Plan 2026-2028]</p> <p><b>Contract Identification:</b> RFP-54/MIS/FABS/Proc/VAR-SAP/2026 - Hiring of Firms for SAP Consultants through Implementation Support Partner</p>
3	3.1	<b>Joint Venture/Consortium is not allowed</b>
	3.7	<b>Existing VAR firms providing ongoing support services are eligible to bid</b>
<b>B. PROPOSAL DOCUMENT</b>		

PDS Clause Number	ITSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
4	6.2	<p><b>Number of Documents to be Submitted:</b> [Two separate original PDF files must be submitted electronically via E-Pakistan Acquisition and Disposal System (E-PADS): 1. Technical Proposal (PDF file without prices) 2. Financial Proposal (PDF file with prices only)</p> <p><b>Proposal Security Requirement:</b> Copy of Proposal Security instrument must be uploaded on E-PADS <b>Note:</b> Failure to comply with these requirements will result in rejection of proposals as per PPRA Rules 2004 and E-Pak Procurement Regulations, 2023.]</p>
5	7.1	<p><b>Address for Clarifications:</b> [Director (FABS/MIS), Directorate General – MIS, Office of the Controller General of Accounts, CGA Complex, G-5/2, Islamabad]</p> <p><b>Pre-Proposal Meeting:</b> Will be held at [Conference Room, Directorate General – MIS, CGA Complex, G-5/2, Islamabad] on [28-01-2026 at 1100 Hours].</p>
<b>C. PREPARATION OF PROPOSALS</b>		
6	9.1	<p><b>Language of Proposals:</b> [All correspondence and documents related to proposals shall be in English]</p>
7	14.6	<p><b>Pricing Structure:</b> [Prices shall be fixed for the duration of the Framework Agreement (12 months)]</p>
8	15.1	<p><b>Currency of Proposal:</b> [Pakistani Rupees (PKR)]</p>
9	16.1	<p><b>Proposal Validity Period:</b> [180 days from Proposal opening date, i.e., 10-02-2026]</p>
10	17.1	<p><b>Proposal Security Amount:</b> [PKR 1,000,000 (One Million Rupees)]</p>
11	17.3	<p><b>Form of Proposal Security:</b> [Pay Order, Bank Guarantee, or Bank Draft from a scheduled bank in Pakistan]</p>

PDS Clause Number	ITSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
12	17.10	<b>Proposal Security Validity:</b> [180 days from proposal opening date]
13	18.1	<b>Alternative Proposals:</b> [Alternative proposals to the requirements of RFP documents will not be permitted]
14	20.1	<b>Number of Proposal Copies:</b> [Two original PDF files: 1. Technical Proposal (without prices) 2. Financial Proposal (with prices only)  <b>Note:</b> Submission through E-PADS is mandatory. Manual/hard copy submissions will not be accepted.]
<b>D. SUBMISSION OF PROPOSALS</b>		
15	21.2(a)	<b>Proposal Submission Address:</b> [Director MIS/FABS, Directorate General MIS, Office of the Controller General of Accounts, Contract No. RFP-54/MIS/FABS/Proc/VAR-SAP/2025, Ground Floor, CGA Complex, G-5/2, Islamabad]  <b>Electronic Submission:</b> All proposals must be submitted through E-PADS portal. The bid is only acceptable by the lead bidder. <b>JV is not acceptable.</b>
16	21.2(b)	<b>Procurement Title:</b> Hiring of Firms for SAP Consultants through Implementation Support Partner for the Financial Accounting and Budgeting System (FABS)
17	22.1	<b>Proposal Submission Deadline:</b> <b>Day:</b> [Tuesday] <b>Date:</b> [10-02-2026] <b>Time:</b> [11:00 AM Pakistan Standard Time]  <b>Submission Mode:</b> [E-PADS only]
<b>E. OPENING AND EVALUATION OF PROPOSALS</b>		
18	25.1	<b>Technical Proposal Opening:</b> <b>Venue:</b> [Conference Room, Directorate General-MIS, CGA Complex, G-5/2, Islamabad]

PDS Clause Number	ITSP Number	Amendments of, and Supplements to, Clauses in the Instruction to Service Providers
		<p><b>Day:</b> [Tuesday]  <b>Date:</b> [10-02-2026]  <b>Time:</b> [11:30 AM]</p> <p><b>Financial Proposal Opening:</b>  Will be announced at a later stage after completion of technical evaluation.</p>
19	34.2	<p><b>Evaluation Methodology:</b>  [Quality and Cost Based Selection (QCBS) technique with 50% technical weightage and 50% financial weightage]</p> <p><b>Minimum Technical Qualifying Score:</b>  [70 marks out of 100 technical marks]</p>
<b>F. AWARD OF CONTRACT</b>		
20	42.1	<p><b>Performance Security Amount:</b>  [5% of the Contract Price]</p>
21	42.2	<p><b>Form of Performance Security:</b>  [Bank Guarantee from a scheduled bank of Pakistan operating under State Bank of Pakistan regulations]</p>
22	43.1	<p><b>Advance Payment:</b>  [Not allowed, except in exceptional circumstances with approval of Controller General of Accounts/Principal Accounting Officer]</p>
23	44.1	<p><b>Dispute Resolution:</b>  [Arbitrator shall be appointed by mutual consent of both parties]</p>
<b>G. GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM</b>		
24	48.1	<p><b>Procuring Agency's Grievance Redressal Committee (GRC):</b>  [Through Director General MIS/FABS to: Director IV&amp;R GRC, Directorate General-MIS, Office of the Controller General of Accounts, CGA Complex, Sector G-5/2, Islamabad.]</p>

<b>PDS Clause Number</b>	<b>ITSP Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Service Providers</b>
25		<b>PPRA Grievance Redressal Appellate Committee:</b> [Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority, 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254]

**ISSUED BY:**

Directorate General of MIS/FABS  
 Office of the Controller General of Accounts  
 Government of Pakistan

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## 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

#### A. Introduction and Institutional Context

The Office of the Controller General of Accounts (OCGA), established via the foundational CGA Ordinance of 2001, stands as the premier and constitutionally mandated accounting institution of Pakistan. Its creation marked a pivotal shift from fragmented, departmentally isolated accounting practices to a centralized, professional, and standardized system of fiscal control for the Federation. As the apex authority, the OCGA is primarily and irrevocably responsible for the authorization of payments, systematic accounting, and comprehensive financial reporting for the entire Federal Government. This mandate places the OCGA at the very heart of the nation's financial governance, ensuring that every rupee expended from the consolidated fund is lawful, properly appropriated, accurately recorded, and transparently reported. The office functions as the ultimate custodian of public financial integrity, transforming myriad transactions into the authoritative financial statements that guide parliamentary oversight, inform economic policy, and uphold the covenant of trust between the state and its citizens.

In the contemporary era, the OCGA's role has dynamically evolved from a traditional accounting and reporting body to the lead architect and driving force behind Pakistan's Public Financial Management (PFM) reforms. This evolution is a direct response to the demands of a digital age, rising public expectations for transparency, and the complexities of modern macroeconomic management. The office is now decisively playing a pivotal role in the implementation of PFM Reforms, moving beyond compliance to active innovation. This is evidenced by its spearheading of transformative initiatives such as the online bill submission system (Project Sehal), the national Micro Payment Gateway (MPG) for cashless transactions, and the groundbreaking Biometric Verification Services (BVS) for pensioners. These initiatives are not standalone projects but interconnected components of a grand strategy to ensure absolute transparency in financial transactions and unwavering accuracy in the Financial Statements of the country.

The centerpiece of this transformation is the Financial Accounting and Budgeting System (FABS), a customized SAP ERP solution that represents one of the most ambitious digital overhauls of a national financial system undertaken in the region. Through FABS, the OCGA is executing a major digital transformation of Pakistan's national financial systems. However, the scale and ambition of this vision have revealed a critical constraint: an "Implementation

Gap." The OCGA has a robust pipeline of strategic projects encompassing new entity rollouts, advanced module deployments, and deeper stakeholder integrations, yet it faces limited internal capacity to execute them concurrently at the required pace and specialist level. To bridge this gap decisively, the OCGA is strategically hiring an Implementation Support Partner (Consultant). This partner will act not as a mere vendor but as a RAAST connect, providing a scalable, on-demand pool of specialized SAP and Financial experts to accelerate the nation's digital PFM journey.

Guiding every action and reform is a steadfast commitment to a set of core Values: Accountability, Professionalism, Integrity, Excellence, Reliability, fostered within a cooperative, innovative and constructive spirit, and upheld through open communications and a respectful workplace. These values are the bedrock upon which the sensitive and monumental task of reforming a nation's financial nervous system is being built.

## **Overview**

The Office of the Controller General of Accounts (OCGA) is executing a paradigm-shifting digital transformation of Pakistan's national financial systems. The core of this multi-year, strategic initiative is the Financial Accounting and Budgeting System (FABS), a heavily customized and scalable SAP ERP solution. The project's overarching aim is to achieve seamless end-to-end automation, deep integration, and unparalleled transparency across the entire spectrum of government accounting, budgeting, and payment processes. Its impact is vast, directly serving the financial needs of over 4.6 million employees and pensioners across federal, provincial, and district levels, and indirectly impacting every citizen through improved fiscal governance.

In order to fulfill its expanded mandate in the 21st century, the Office of the Controller General of Accounts has embarked upon a critical project to integrate the national accounting and budgeting system with other key stakeholders. This ecosystem includes the State Bank of Pakistan (SBP), National Bank of Pakistan (NBP), Federal Board of Revenue (FBR), NADRA, Pakistan Post, CDNS, Railways, NHA, CDA, and Provincial Councils, among others. The objective of this integration is twofold: first, to assist in managing the accurate reporting function of the federation's accounts with maximum efficiency, and second, to provide unbreakable transparency and consistency in accounting processes. This will be achieved through total automation, the integration of financial systems, the digital documenting and processing of online bills from all government departments and Ministries/Divisions, resulting in a central repository of the entire billing cycle and enabling real-time collaboration between dispersed accounting teams.

In line with the strategic vision of the CGA office to enhance the integration of the Financial Accounting and Budgeting System (FABS) with stakeholders for an end-to-end digital consolidation of national resources, the office has strived for continued digitization. This has been realized through partnerships with SAP ERP firms in Pakistan for the implementation of a customized SAP ERP in Government Organizations at the Federal, Provincial, and District levels. The solution was initially based on SAP ERP's Human Capital Management (HCM) and Financial (FI) Module. It comprised applications running on the SAP platform, which has undergone a significant technical upgrade from ECC 6.0 to the modern SAP S/4HANA platform. The implementation included extensive customization to meet the specific business process and reporting requirements of the OCGA, a Pakistani government entity with unique constitutional and regulatory mandates. The initial SAP Modules (HCM and FI) were configured and implemented through a consultant firm that has been providing SAP support and maintenance services under a contracting arrangement, laying the initial groundwork for the current phase of expansion and sophistication.

Presently, a landmark integration of FABS with the State Bank of Pakistan (SBP) is in its advanced stages, aiming to facilitate the direct transfer of salaries for 4.6 million employees and pensioners of the Federal and Provincial Governments, eliminating intermediaries and enhancing speed and security. Concurrently, the nationwide Biometric Verification of pensioners is being carried out with the joint collaboration of NADRA, the State Bank, and Commercial Banks, a reform that has already saved billions by preventing fraudulent payments. To manage this complex ecosystem, FABS comprises various specialized teams headed by Team Leads and staffed with mid-level consultants in domains like HR, FI, ABAP, BASIS, Networks, and Database management.

The technological foundation for this transformation is robust. The office has procured enterprise-grade Hardware comprising HANA-certified server machines, Backup software VM Ware, and centralized server machines located at a primary data center in Islamabad/Rawalpindi, complemented by a fully operational Disaster Recovery Site. These facilities maintain direct, secure connectivity with NTC and PTCL Headquarters to ensure high availability. Initially, the database of FABS was Oracle-based (an on-premises solution), but one of the largest and most complex HANA Technical upgrades in the country's public sector has been successfully completed, migrating the system to the SAP S/4HANA platform and unlocking new capabilities.

Beyond the core teams, a dedicated FABS competency center team and the Project Sehla "Online Billing Solution" team are instrumental. They assist stakeholder offices by: (a)

providing crucial support during the development and integration phase of FABS with entities like NADRA, SBP, and FBR, working in close coordination with consultants; (b) coordinating with infrastructure providers like NTC, Pak Datacom, and PTCL for hosting and connectivity to ensure efficient, secure service delivery post-implementation; and (c) ensuring the smooth and sustainable functioning of FABS through technical support to the MIS Directorate, CGA in system administration, and in programming modifications and upgrades to meet future requirements.

### **Functions of the Office:**

The detailed functions and responsibilities of the Controller General of Accounts are explicitly laid down in Sections 5 and 7 of the CGA Ordinance (Appointment, Functions and Powers) 2001. The office of the Controller General of Accounts performs its extensive functions through a networked model comprising the AGPR (Accountant General Pakistan Revenues), Provincial AGs (Accountants General), and Self Accounting Entities (SAEs). A paramount function is the preparation of the nation's Financial Statements. These are prepared in the format of IPSAS Cash Basis-Financial Reporting, fulfilling the stringent financial reporting requirements of International Financial Institutions (IFIs) such as the World Bank and IMF. Moreover, the Combined Financial Statements (CFS) of the Federation—a consolidated view of the federal government's finances—are now prepared using SAP S/4 HANA, a robust software implemented across the country, enabling faster, more accurate, and more granular consolidation than ever before.

Other critical functions contributing to sound financial management across the government include:

1. Formulating the principles governing the internal financial control for all government departments, setting the standard for checks and balances.
2. Rendering advice on accounting procedures for new schemes, programs, or activities undertaken by the Government, ensuring proper financial design from inception.
3. Providing the information required by the Federal, Provincial, or District Governments (in so far as the compiled accounts permit), acting as the central repository of fiscal data.
4. Developing and maintaining an efficient system of pension, provident funds, and other recruitment benefits, impacting the financial security of millions of civil servants.

## **Vision, Mission and Values**

The Vision of OCGA is to achieve an optimal level of Good Governance in the performance of accounting functions of the Federation. This will be realized through an effective and efficient internal control regime, harnessed with technology and automation, ensuring fairness and transparency. This journey is purposefully geared towards conforming to International Public Sector Accounting Standards (IPSAS), with the ultimate aim to add value to public resources through timely, reliable, reporting of the accounts of the Federation of Pakistan.

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

The Values held sacrosanct by the OCGA are: Accountability, Professionalism, Integrity, Excellence, Reliability, all fostered within a culture of a cooperative, innovative and constructive spirit, open communications, and a respectful workplace.

### **B. The FABS Platform: Current State, Strategic Objectives, and Achievements**

#### **Project Core: The FABS Platform – An Evolving Ecosystem**

The Financial Accounting and Budgeting System (FABS) is the technological spine of Pakistan's PFM reform. Its architecture has matured significantly from its initial deployment.

- **Technology Stack:** The system has successfully transitioned from SAP ERP (ECC 6.0) and completed one of the largest public-sector technical upgrades to SAP S/4HANA. This is not merely a version change but a fundamental architectural shift to an in-memory, real-time platform.
- **Core and Extended Modules:** While initially focused on SAP Human Capital Management (HCM) and Financials (FI), the post-HANA landscape has expanded dramatically. The platform now encompasses a suite of next-generation modules including:
  - ✓ SAP Asset Management (FI-AA) for comprehensive fixed asset lifecycle tracking.
  - ✓ SAP Analytics Cloud (SAC) for Planning & Budgeting to transform the budget formulation process.
  - ✓ SAP Business Technology Platform (BTP) serving as the integration and extensibility hub.

- ✓ Governance, Risk & Compliance (GRC) with Process Control and Enterprise Threat Detection (ETD) for advanced security.
  - ✓ Green Ledger / Sustainability Accounting for climate and ESG-focused budgeting.
  - ✓ HR Budget Check integrated with Organizational Management (OM) for hard budgetary controls on personnel costs.
  - ✓ Embedded Analytics and SAC Analytics, already being rolled out to Federal entities for self-service business intelligence.
- Infrastructure: A highly resilient, on-premises solution featuring HANA-certified servers, virtualization via VMware, a primary data center in Islamabad/Rawalpindi, and a fully synchronized Disaster Recovery site in Lahore, all connected via secure, high-bandwidth links.

## **2. Strategic Objectives: The "Why" Behind the Transformation**

The FABS initiative is driven by a clear set of strategic objectives that aim to redefine public financial management in Pakistan:

- Integration & Transparency: To seamlessly integrate the national accounting and budgeting spine with key stakeholders (SBP, BISP, FBR, NADRA, etc.) to eliminate data silos, ensure accurate reporting, and create transparent, auditable processes across government.
- Efficiency & Automation: To digitally document and process the entire lifecycle of government transactions, particularly through online bills, creating a central repository for the entire billing cycle and replacing manual, paper-based workflows with automated, digital ones.
- Cashless Digital Economy: To actively facilitate the shift to a digital economy by enabling G2P (Government-to-Person) and P2G (Person-to-Government) digital transactions via RAAST/MPG, reducing cash handling, accelerating payments, and fostering financial inclusion.
- Expansion: To extend the standardized, transparent FABS/SAP system to all tiers of government, including Local Councils and Autonomous Bodies, thereby ensuring uniform financial controls and reporting standards across the entire public sector.

## **3. Key Achievements & Current Initiatives – A Track Record of Success**

The OCGA has moved decisively from planning to execution, with several landmark achievements:

- **Salary & Pension Disbursement:** Integration with the State Bank of Pakistan (SBP) for direct transfer of salaries and pensions is in an advanced stage of process, moving towards a fully electronic disbursement ecosystem.
- **Pensioner Verification:** The nationwide Biometric verification of pensioners is a completed and ongoing initiative in collaboration with NADRA, SBP, and Commercial Banks, a flagship anti-fraud success.
- **Wide-Scale Implementation:** FABS is already live and functional at all major Accountant General offices (Federal, Punjab, Sindh, KP, Balochistan, GB) and is connected to all scheduled banks in Pakistan.
- **Stakeholder Integration:** Successful reporting and data exchange integrations are operational with CDNS, FBR, PPRA (E-PADS), Ministry of Planning (I-PAS), PBS, MAG, and NADRA.
- **Local Government Rollout:** FABS has been successfully implemented for approximately 25,000-30,000 employees and 20,000 pensioners in Karachi's Local Councils, automating their entire budget process and serving as a replicable model.

## **5. Specific Functional & Technical Initiatives – Building Sophistication**

The OCGA is continuously enhancing FABS with specific, impactful initiatives:

- **SAP Upgrades & Migrations:**
  - ✓ Migration to latest SAP S/4HANA functionalities: Business Partner (BP) model, Special Purpose Ledger, Asset Management, Fund Management, Green Ledger.
  - ✓ Implementation of Governance, Risk & Compliance (GRC) with Process Control and Enterprise Threat Detection.
  - ✓ Budget Check on ERE with full Organizational Management (OM) implementation.
- **Payment & Digital Shift:**
  - ✓ Micro-Payment Gateway (MPG)/RAAST integration for seamless cashless transactions.
  - ✓ Mandating Electronic Fund Transfer of Salaries, Pensions, and Supplier payments to IBAN Accounts.
- **Process Automation & Reforms:**
  - ✓ Green Channel Facility for one-day clearance of utility bills.
  - ✓ Anticipatory Pension provision (65% of basic pay for one year).

- ✓ Online Pension Submission & e-Last Pay Certificate (e-LPC).
- ✓ Introduction of Gender and Climate-based Budgeting tags.
- ✓ Institution of system-based controls via workflow and comprehensive change tracking.

The Purpose of this document is to provide interested SAP Implementation Support Partners with sufficient, detailed information to enable them to understand the context, scope, and complexity of the requirement, and thereby propose and submit comprehensive proposals for Support services. These services will focus on the already implemented and upgraded SAP S/4HANA applications and will be critical to fulfilling the specified information processing and national integration needs of the CGA.

### **C. The RAAST connect Role & Core Work Packages**

The OCGA seeks an Implementation Partner (CONSULTANT) who will be selected under a Framework Arrangement. This model is designed for flexibility and long-term partnership, where the partner provides specialized technical and financial human resources as a managed service to bridge the implementation gap.

Framework Agreement & Deployment Model:

- Core Team Retention: The OCGA reserves the right to retain a core team of at least 15 consultants at any given time for ongoing central functions and surge support. This pool is dynamic and, depending on the volume of Change Requests (CRs) and the scale of the national integration rollout, may be expanded up to a maximum of 28 consultants under the framework agreement.
- Notional Rates & Selection: The Partner shall provide notional man-month rates for each defined consultancy category. The selection process will be based on a combined evaluation of the competitiveness of these rates and the firm's demonstrated technical capacity and methodology to manage the complex "RAAST connect" role.
- Greenfield Pool for Affiliates: A key component of the model addresses expansion. For Greenfield SAP implementations at Local Councils, Autonomous Bodies, or other CGA affiliates:
  - The Partner will provide a separate, dedicated pool of consultants to these agencies.
  - The services will be provided at the same prescribed framework rates agreed with the OCGA, ensuring cost predictability and fairness for smaller public entities.
  - The Implementation Partner will enter into separate agreements directly with these affiliates of CGA, charging them for the additional resources. This enables

the OCGA to drive standardization without directly bearing the cost, while affiliates gain access to top-tier consultancy at pre-vetted rates.

The core mandate for the partner is encapsulated in six primary Work Packages (WPs):

**1. Work Package 1: SAP OM Module (HCM) Implementation**

This involves the full-scale rollout of the SAP Organizational Management module at Federal and Provincial levels. While payroll is live, OM provides the structured framework for positions, reporting hierarchies, and—crucially—enables the HR Budget Check integration, ensuring every HR action is validated against budgetary allocations.

**2. Work Package 2: FABS Competency Center Strengthening**

The partner must provide deep technical support for all new in-house reforms, development, deployment, This includes support for new module rollouts (like SAC), integration development, system administration, ABAP programming for changes, and performance tuning, working as an extension of the OCGA's MIS Directorate.

**3. Work Package 3: Lifecycle Execution (20 Priority Projects)**

This is the heart of the RAAST connect role. The partner will provide end-to-end management from Business Process Blueprinting (BPD) to Go-Live and Post-Implementation support for 20 fiscally significant entities identified by the OCGA. This covers the full SAP implementation lifecycle for these "greenfield" or "brownfield" sites within the broader government.

**4. Work Package 4: Framework Arrangement for Expansion**

As a core requirement of the framework, the Partner must commit to maintaining a designated "Green-field" pool of consultants at the same fixed, pre-defined rates. This pool is specifically reserved for SAP implementations at Local Councils and Autonomous Bodies, which are to enter into separate tripartite agreements with the Partner and CGA. Under this model, the Partner will provide services directly to such CGA affiliates and charge them separately, based on the rates established in this master contract, under distinct agreements and Service Level Arrangements (SLAs).

**5. Work Package 5: Digital Integration**

A non-negotiable outcome for all implemented entities is their connection to the national digital payments' infrastructure. The partner is responsible for ensuring seamless connectivity with the Micro-Payment Gateway (RAAST/MPG) for real-time G2P/P2G transactions and for onboarding entities onto Project Sehal, the online billing solution.

## **6. Work Package 6: GFSM & Data Analytics Cell**

Moving beyond implementation, the partner shall establish a specialized GFSM (Government Finance Statistics Manual) Cell within the CGA. This cell will:

- **GFSM 2014 Adoption:** Analyze the financial statements and Chart of Accounts (CoA) to ensure alignment with GFSM 2014 and Pakistan's National Accounting Model (NAM) for macroeconomic reporting.
- **Provide Specialized Financial Reporting Specialists (FRS):** The partner must supply five (5) FRS resources. A mandatory requirement is that these resources must be Chartered Accountants holding active professional qualifications from IFAC member bodies (e.g., ICAP, ACCA, ICMAP, ICAEW, or CIPFA) or PHD in Finance/Accounting
- **Deliver Analytical Reporting:** Provide trend analysis, variance commentary, and data-driven insights into the Combined Financial Statements (CFS) for Federal and Provincial governments, elevating reporting from descriptive to analytical.

### **D. Detailed Consultancy Resource Requirements**

The successful execution of the work packages depends on a blend of specialized skills. The following table outlines the maximum resource pool (28) under the framework, detailing each role's critical purpose.

### **Consultancy Resource Table (Framework Pool)**

Sr. No.	Consultancy Title	No. of Resources	Key Purpose and Required Expertise
1	<b>Senior SAP Consultant (FI)</b>	1	<b>National FI Integration Lead.</b> Provides strategic direction for all FI-related configurations across the 20 life-cycle entities and the core system. Requires 10+ years in SAP FI with deep S/4HANA and 5+ years public sector experience.
2	<b>Senior SAP Consultant (ABAP)</b>	1	<b>Integration &amp; API Interface Lead.</b> Architects and oversees all technical integrations (BTP, CPI) with SBP, NADRA, FBR, etc. Requires expert-level ABAP on HANA, OData, CDS views, and BTP/CPI.
3	<b>Senior Consultant SAP (HR)</b>	1	<b>OM/HCM Provincial Rollout Lead.</b> Leads the full-scale OM implementation (WP1). Requires deep expertise in SAP HCM Organizational Management and integration with FI/CO for budget checking and 5 lifecycle public sector experience.
4	<b>Financial Reporting Specialist (FRS)</b>	5	<b>GFSM Cell Core. Mandatory Qualification:</b> Each must be a <b>Chartered Accountant</b> from an IFAC body (ICAP, ACCA, ICAEW, CIPFA, ICMAP) Or PhD in Finance/Accounting Responsible for CoA mapping to GFSM 2014, IPSAS compliance analysis, and advanced financial statement analysis.
5	<b>Senior Consultant</b>	1	<b>Security for RAAST/External API Gateways.</b> Ensures the security architecture for all external interfaces and payment

Sr. No.	Consultancy Title	No. of Resources	Key Purpose and Required Expertise
	<b>Network Security</b>		gateways. Expertise in API security, firewall policies, and cybersecurity standards for financial systems is essential.
6	<b>SAP BASIS Expert (Incl. 1 Lead)</b>	3	<b>HANA Certified Infrastructure Management.</b> Manages the entire S/4HANA on-premises landscape— performance, patches, upgrades, DR setup. All must be HANA certified; the lead must have 8+ years in large-scale SAP BASIS administration.
7	<b>ABAP Expert</b>	2	<b>New Custom Y/Z Object Development.</b> Develops and maintains custom reports, interfaces, enhancements, and forms (WRICEF objects) specific to OCGA’s business needs on the S/4HANA platform.
8	<b>Consultant SAP HR</b>	5	<b>Support for 4.6M Payees &amp; OM Rollout.</b> Provides functional support for HCM modules, supports OM data migration and user training, and handles daily operational issues related to payroll and personnel administration.
9	<b>Consultant SAP FI</b>	4	<b>Support for 20 Life-Cycle Implementations.</b> Embedded in implementation teams for the 20 entities; configures FI/CO/AA modules, conducts workshops, and prepares functional specs.
10	<b>Consultant SAP Fiori</b>	1	<b>Web/Mobile Interface &amp; Business Technology Platform.</b> Designs and configures Fiori apps for enhanced user

Sr. No.	Consultancy Title	No. of Resources	Key Purpose and Required Expertise
			experience and develops/supports applications on the SAP BTP platform.
11	<b>API / Web / Mobile Developer</b>	3	<b>Middleware &amp; Digital Gateway Development.</b> Develops and maintains the middleware (using BTP/CPI or other tools) and consumer-facing web/mobile interfaces for services like Project Sehal and pensioner portals.
12	<b>Project Coordinator</b>	1	<b>RAAST connect Liaison.</b> The single point of coordination between the Partner's pool, the OCGA's FABS team, and the 20 implementing entities. Manages schedules, reports, and escalations.
<b>TOTAL</b>		<b>28</b>	The framework agreement stipulates a flexible consultancy pool with a range of <b>15 to 28 resources</b> . The Partner must demonstrate the capability to scale the team seamlessly within this bandwidth to meet the OCGA's dynamic operational requirements. For the purpose of bid evaluation, the specified resource count per category is provided. However, the OCGA reserves the right to engage consultants for one, several, or all categories under the final framework, maintaining a team size between the stipulated minimum (15) and maximum (28). Furthermore, a distinct and separate pool of consultants shall be maintained by the Partner to service <b>CGA Affiliates</b> (including Local Councils and Autonomous Bodies) under separate

<b>Sr. No.</b>	<b>Consultancy Title</b>	<b>No. of Resources</b>	<b>Key Purpose and Required Expertise</b>
			agreements at the pre-defined framework rates.

## **E. Key Performance Indicators (KPIs) for Success**

The partnership will be governed by clear, measurable outcomes to ensure alignment with strategic goals:

- **Professional Qualification Compliance:** 100% of FRS resources must meet the specified Chartered Accountancy/IFAC member body or qualification of PhD criteria. Non-compliance will be a material breach.
- **Implementation Velocity:** Completion of BPD and FSD (Functional Specification Document) for each of the 20 Life-Cycle implementations must be achieved within 120 days of the formal kickoff with each entity.
- **GFSM Alignment:** 100% completion of Chart of Accounts (CoA) mapping for all new entities implemented under WP3, ensuring their financial data is immediately compatible with IPSAS and GFSM 2014 reporting frameworks.
- **Rate Consistency:** 100% adherence to the notional framework rates for all greenfield projects executed at affiliate organizations (Local Councils, Autonomous Bodies) under the expansion model (WP4).

## **F. Conclusion: A Call to Partnership**

The digital transformation of Pakistan's public financial management under the leadership of the OCGA is a journey of national importance. The successful completion of the SAP S/4HANA upgrade and the activation of advanced modules have set a powerful stage. The challenge now is one of scale, speed, and specialized execution—to take this world-class platform and propagate its benefits across the breadth of the public sector.

The OCGA does not seek a transactional supplier but a true Strategic Implementation Support Partner—a RAAST connect that possesses the depth of expertise, the scalability of resources, and the shared commitment to the values of accountability, integrity, and excellence. This partner will be a force multiplier, working shoulder-to-shoulder with the OCGA team to bridge the implementation gap, realize the full potential of the FABS investment, and deliver on the promise of a transparent, efficient, and digitally empowered financial government for the people of Pakistan.

Prospective partners are invited to respond with proposals that demonstrate not only technical prowess and competitive pricing but also a profound understanding of this transformative mission and a robust methodology for partnership and delivery.

## G. Bidder's Qualification Criteria

Maximum Marks: 50 (This section is mandatory pass/fail - all criteria must be met for bid to be considered responsive)

	Description	Basis of Compliance	Responsiveness / Compliance of bid to bidding document (RFP-54) terms, conditions and evaluation criteria's	Compliance required from bidder
1	Signed form 1 letter of bid at the top of each bid (Technical + financial) for complying all bidding terms and conditions as well as compliance of Non-Disclosure agreement.	Mandatory: By accepting bid form is mandatory to comply Integrity, secrecy of bidding process, bid data, secrecy of the bidding personnel identification, system policies, procedures, security of data, disclosure of hardware with its type, commissioning of hardware, forging/falsifying/countering in submission of technical and financial bids.	Tick mark any one: i) Responsive ii) Non Responsive/Rejected Bid  Mandatory	i) Submission of form 1 letter of bid to be placed at top of technical bid (without price). ii) Submission of form 1 letter of bid in Section VI of bidding document RFP-53 to be placed at top of financial bid (with price).
2	Certified partner of SAP in Pakistan / Authorized by SAP Partner	Mandatory	Mandatory Responsive/Non responsive	Valid Authorization Certificate is mandatory at the time of bidding (RFP-54) and active status should be maintained during the contract period.
3	Registration of Principal's partner with SECP/Registrar of firms	Mandatory	Mandatory Responsive/Non responsive	i) Certificate of Registration with SECP ii) Certificate from Registrar

	Description	Basis of Compliance	Responsiveness / Compliance of bid to bidding document (RFP-54) terms, conditions and evaluation criteria's	Compliance required from bidder
	under Partnership Act 1932			of firms be attached to authenticate proof.
4	Registration with FBR with active filing of Sales tax and Income tax Return with respective certificates	Mandatory	Mandatory Responsive/Non responsive	i) Income tax and Sales Tax Certificates with year of registration with FBR. ii) Certificate/pro of (active ATL status) of active filing of income tax and sales tax with income tax and sales tax reports for 03 years from FY 2021-25 (I.T/S. T report for FY 2023-24 is mandatory).
5	Conduct of Regular Audit from chartered auditing/accounting firm for any of 03 years from FY 2022-23 to FY 2024-25 (while furnishing of FY 2024-25 audited statements is mandatory).	Mandatory	Mandatory Responsive/Non responsive	ii) Certified copies of any of 03 years' financial statements from chartered Audited firm for the period from FY 2022-23 to FY 2024-25. However, furnishing of FY 2024-25 complete audited statement is mandatory.

	Description	Basis of Compliance	Responsiveness / Compliance of bid to bidding document (RFP-54) terms, conditions and evaluation criteria's	Compliance required from bidder
6	<p>Service/training Support Service Offices with 04-05 Technical Experts in major cities of Pakistan. Company will declare the number of dedicated human resources (as per various SAP module Specialty List) during Consultancy Services tenure separately on firm's letter head with name, designation, contact number, email.</p>	Mandatory	Mandatory Responsive/Non responsive	<p>Brochure, address on letter head be submitted to authenticate proof of principal/firm's H.Q address including sub offices/SAP service Support centres location/addresses or lease agreement be attached to authenticate the service centre existence. Our technical expert may physically inspect the office. Lease agreement must be registered with the rent controller/Registrar of firms in respective Provincial/Federal territory.</p>
7	<p>Signing of integrity pact as per PPRA prescribed form.</p>	<p>Compliance to PPRA Rules for all contracts above Rs.10 Million or above.</p>	Mandatory	<p>PPRA prescribed format be provided on legal paper of required denomination or on letter head with signature of</p>

	Description	Basis of Compliance	Responsiveness / Compliance of bid to bidding document (RFP-54) terms, conditions and evaluation criteria's	Compliance required from bidder
				CEO/Authorized VAR representative with CNIC No and contact Number, email address, phone, fax number.

Signature of the Authorized bidder/Consultant firm

## H. Technical Bid Evaluation Criteria

Maximum Marks: 50 (Weightage for Technical Evaluation)

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
1	Category of Bidder by SAP Bidder must hold authorized SAP Partner certificate. Directly authorized by the Certified partner of SAP.	Mandatory		Original Authorization letter from SAP Comprising: i) Specific authorization for participation in RFP-54.
1.1	SAP Partner Category:	Maximum 8 Marks		<p>Category Assessment:</p> <p>i) Category I: (15 or more Internationally SAP Certified Personnel in relevant SAP Module FI, HCM, ABAP, BI, PO etc.) → 8 Marks</p> <p>ii) Category II: (10-14 Internationally SAP Certified Personnel) → 5 Marks</p> <p>iii) Category III: (5-9 Internationally SAP Certified Personnel) → 3 Marks</p> <p>iv) Category IV:</p>

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
				(Less than 5 Certified Personnel) → 0 Marks
2	Contract value in similar nature of SAP Services or SAP implementation experience in Pakistan or MENA Region during last 10 years with minimum contract value of US\$ 1-3 Million (supported by work orders/contract copy)	Maximum 7 Marks		<p>Attach copies of contracts/orders/work orders to authenticate proof of contract execution of required monetary value/amount.</p> <p>Total contracts value in PKR during last 10 years:  i) PKR 500 Million or above → 7 Marks  ii) PKR 300-499 Millions → 5 Marks  iii) PKR 100-299 Millions → 3 Marks  iv) Less than PKR 100 Million → 0 Marks</p> <p>*Note: Forex contracts be converted in US\$ currency with Avg. 1 US\$ = PKR 300 for calculation of projects value while contracts in actual Rupee value will be considered at actual value for evaluation.*</p>

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
3	SAP Support offices in major cities of Pakistan (Lahore/Islamabad/Rawalpindi/Karachi and Peshawar)	Mandatory (0 Marks)		Attach copy of brochure/registration with tax authorities/ownership/lease agreement details to authenticate existence of support offices for efficient support and performance of contract under RFP-54
4	SAP Modules configuration, testing experience of Individual/firm/team etc. (Number of Implementations in Pakistan) in last 10 years (local/foreign)	Maximum 15 Marks		<p>Attach copies of contracts/purchase orders/work orders to authenticate proof of each implementation along with letter from clients for successful implementation.</p> <p>Scoring:  i) Public Sector SAP Implementations: 2 Marks for each successful SAP S/4HANA implementation in Pakistani public sector entity (Maximum 10 Marks)  ii) Private Sector SAP Implementations: 1 Marks for each successful SAP S/4HANA implementation in private sector</p>

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
				(Maximum 5 Marks)
5	Number of Certified Human Resources	Maximum 20 Marks		<p>Copies of certification from internationally recognized body/organization in the name of certified human resource (SAP and relevant specialty) and lifecycle implementation (Office card/copy of certification with experience letter submitted to authenticate proof)</p> <p>i. Full marks for every consultant with certification and 2 lifecycle implementation /one year work experience in public sector.</p> <p>ii. Half marks for every consultant with certification.</p>
5.1	SAP HR Certified Resources	Maximum 3 Marks		Scoring: 1.5 Marks per certified SAP HCM consultant 2 resources = 3 Marks

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
5.2	SAP FI Certified Resources	Maximum 3 Marks		Scoring: 1.5 Marks per certified SAP FI/CO/S/4HANA Finance consultant ( 2 resources = 3 Marks)
5.3	SAP ABAP Certified Resources	Maximum 3 Marks		Scoring: 1.5 Marks per certified SAP ABAP on HANA/BTP developer 2 resources = 3 Marks
5.4	SAP BASIS Certified Resources	Maximum 3 Marks		Scoring: 1.5 Marks per certified SAP BASIS/HANA administrator
5.5	Financial Reporting Specialists (FRS)	Maximum 5 Marks		<p>CRITICAL REQUIREMENT: Must be Chartered Accountants from IFAC member bodies (ICAP, ACCA, ICAEW, CIPFA, ICMAP). or PhD in Finance. Scoring: 2.5 Marks per certified FRS</p> <p>i.e. 2 resources = Maximum 5 Marks)</p> <p><i>Note: This is a mandatory resource</i></p>

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
				<i>requirement. Failure to provide qualified FRS will result in bid rejection.</i>
5.6	API/Web/Mobile Developers	Maximum 2 Marks		Scoring: 1 Mark per certified API/BTP/Web developer (Maximum 2 resources = 2 Marks)
5.7	Network Security Specialists	Maximum 1 Mark		Scoring: 1 Mark for certified network security/GRC specialist
6	Quality of Proposed Implementation Methodology	Maximum 10 Marks		Submit detailed methodology document covering: i) Approach for 20 Life-Cycle Implementations: Detailed plan covering BPD, FSD, configuration, testing, data migration, UAT, Go-Live, and hypercare support (Maximum 4 Marks) ii) GFSM 2014 Alignment Methodology: Specific approach for CoA mapping, IPSAS

Sr. No.	Description	Maximum Assigned Weightage (Mark)	Compliance i) Yes ii) No iii)Partially	Marks/Weightage Obtained (%age/marks) with Submission of proof
				<p>compliance, and financial statement analysis (Maximum 3 Marks)</p> <p>iii) Knowledge Transfer Plan: Structured program for capacity building of OCGA staff (Maximum 2 Marks)</p> <p>iv) Risk Management Framework: Identification and mitigation strategies for implementation risks (Maximum 1 Mark)</p>
Total Maximum Technical Marks		50 Marks		

**Signature of the bidder**

## I. Financial Bid Evaluation Criteria

**Maximum Marks: 50** (Weightage for Financial Evaluation using QCBS method)

Sr. No.	Description	BASIS of Weightage (50 Marks)	Maximum assigned Weightage (%age)/Marks	Compliance by bidder: i- Yes ii-No	Obtained weightage (%age)/Marks
1	Financial Bid Evaluation for Hiring of Firms for SAP Consultants through Implementation Support Partner	Formula: (Lowest Evaluated Financial Bid Price ÷ Bidder's Financial Bid Price) × 50	50 Marks		<p>Calculation:            Lowest Bid Price = [Lowest compliant financial bid]            Bidder's Price = [Bidder's total contract price]            Financial Score = (Lowest Price ÷ Bidder's Price) × 50</p> <p><i>Note:            Financial bids will be evaluated for completeness, reasonableness, and consistency with technical proposal. Bids with abnormally low prices may be rejected if justification is unsatisfactory.</i></p>
2	Breakdown of Financial Proposal	Mandatory Submission	Compliance Check		Bidder must provide detailed financial breakdown covering: i) Man-month rates for all 12

Sr. No.	Description	BASIS of Weightage (50 Marks)	Maximum assigned Weightage (%age)/Marks	Compliance by bidder: i-Yes ii-No	Obtained weightage (%age)/Marks
					consultancy categories as per Resource Table ii) Implementation costs for 20 Life-Cycle entities iii) Training and knowledge transfer costs iv) Travel and accommodation expenses v) Contingency provisions vii) Taxes and duties as applicable
3	Framework Rate Consistency	Mandatory Compliance	Pass/Fail		Bidder must commit to: i) 100% adherence to notional framework rates for all greenfield projects at affiliate organizations ii) Fixed rates for duration of framework agreement (3 years) iii) Transparent billing mechanism with detailed timesheets and deliverables
Total Maximum Financial		50 Marks			

Sr. No.	Description	BASIS of Weightage (50 Marks)	Maximum assigned Weightage (%age)/Marks	Compliance by bidder: i-Yes ii-No	Obtained weightage (%age)/Marks
Total Marks					

## **J. Combined Evaluation Methodology**

Total Score Calculation:

Total Bid Score = Technical Score (out of 50) + Financial Score (out of 50)

Maximum Total Score: 100 Marks

Evaluation Process:

1. Stage 1: Mandatory Qualification Criteria (Section B)
  - All 7 criteria must be fully met
  - Non-compliance with any mandatory criterion results in immediate bid rejection
  - This stage is pass/fail with no marks allocation
2. Stage 2: Technical Evaluation (Section C)
  - Maximum score: 50 marks
  - Minimum qualifying technical score: 35 marks (70% of maximum)
  - Bids scoring below 35 marks will be rejected
  - Technical scoring based on documentary evidence provided
3. Stage 3: Financial Evaluation (Section D)
  - Maximum score: 50 marks
  - Financial score calculated using formula:  $(\text{Lowest Price} \div \text{Bidder's Price}) \times 50$
  - Only technically qualified bids will be financially evaluated
4. Stage 4: Combined Score & Ranking
  - Total score = Technical Score + Financial Score
  - Bids ranked in descending order of total score
  - Bidder with highest total score will be recommended for award

## **K. Key Evaluation Principles:**

1. **Quality-Cost Based Selection (QCBS):** Equal weightage to technical (50%) and financial (50%) proposals
2. **Transparency:** All evaluation criteria and weightages disclosed in advance
3. **Fairness:** Same evaluation methodology applied to all bidders
4. **Value for Money:** Selection based on optimal combination of technical capability and cost

## **Documentation Requirements:**

All bidders must submit complete documentation including:

1. Technical Proposal (without prices)
2. Financial Proposal (in separate sealed envelope)
3. All supporting documents for qualification criteria
4. Implementation methodology and resource deployment plan
5. Client references and success stories
6. Certifications and authorizations as specified

**Note:** The OCGA reserves the right to verify all submitted documents through independent means, including physical verification of offices, reference checks with previous clients, and validation of certifications with issuing authorities.

**Signature of the Authorized bidder/Consultant firm**

**Date:**

**Company Seal:**

## 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.”]*

{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): \_\_\_\_\_

## Proposal Security Form

To: [name of the Procuring Agency]

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Proposal
  - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
  - (b) Disagreement to arithmetical correction made to the Proposal price; or
  - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

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

Name: ..... in the capacity of .....

signed

\_\_\_\_\_  
[Signature of the Bank]

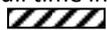
**Dated on** ..... **day of** ..... **20** .....

## Team Composition, Assignment, and Key Experts' inputs

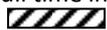
No	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	.....	D-...	D-...	D-...	D-...	D-...	Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [2 month]	[1.0]	[1.0]									
			[Field] [0.5 m]	[2.5]	[0]									
K-2														
K-3														
n														
										<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
N-2														
n														
										<b>Subtotal</b>				
										<b>Total</b>				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Procuring Agency's country or any other country outside the expert's country of residence.

Full time input



Part time input



Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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

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

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

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

and	Name and Address Purpose of Commission of Agents Currency	Amount or Gratuity
_____		
_____		
_____		
_____		

{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: \_\_\_\_\_

## Form FIN-2 Summary of Costs

	<b>Cost</b>			
	{Consultant must state the proposed Costs in accordance with Clause <b>16.4 of the Data Sheet</b> ; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursable				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(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}				
<b>Total Estimate for Indirect Local Tax:</b>				

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

## BREAKDOWN of Remuneration

<b>A. Remuneration _____</b>								
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}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## BREAKDOWN of Reimbursable Expenses

<b>B. Reimbursable Expenses</b> _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{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}							
	.....							
	BPD , technical documentation and training of the Procuring Agency’s personnel for Y and Z customers objects							
<b>Total Costs</b>								

**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. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

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

**5. Headings**

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

**6. Communications**

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

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Fraud and Corruption**

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

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

**Commencement, Completion, Modification and Termination of Contract**

**11. Effectiveness of Contract**

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

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

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

<b>Become Effective</b>	event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of Services</b>	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.
<b>14. Expiration of Contract</b>	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.
<b>15. Entire Agreement</b>	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.
<b>16. Modifications or Variations</b>	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.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	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>b. No Breach of Contract</b>	17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>c. Measures to be Taken</b>	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. Termination**

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

### **a. By the Procuring Agency**

19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) 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.

**b. By the Consultant**

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) 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 Sub-consultants, 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 course of, or as a result of, the Services.

**23. Liability of the Consultant**

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

- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Procuring Agency in Reports and Records**
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment, Vehicles and Materials**

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

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

**29. Code of Conduct**

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

**D. Consultant's Experts and Sub-Consultants**

**30. Description of Key Experts**

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

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

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

**31. Replacement of Key Experts**

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

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**32. Approval of Additional Key Experts**

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their

Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

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

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

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

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

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

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

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

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

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

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

**E. Obligations of the Procuring Agency**

**36. Assistance and Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

**37. Access to  
Project Site**

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

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

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

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

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

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

**40. Counterpart  
Personnel**

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

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

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

**41. Payment  
Obligation**

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

**F. Payments to the Consultant**

**42. Ceiling Amount**

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

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

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

**43. Remuneration  
and  
Reimbursable  
Expenses**

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

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

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

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

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

#### 44. Taxes and Duties

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

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

#### 45. Currency of Payment

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

#### 46. Mode of Billing and Payment

46.1 Billings and payments in respect of the Services shall be made as follows:

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

the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on Delayed Payments**

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

**G. Fairness and Good Faith**

**48. Good Faith**

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

**H. Settlement of Disputes**

**49. Amicable Settlement**

49.1 Any dispute of any kind whatsoever shall arise between the 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 sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

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

**SECTION VIII: SPECIAL Provisions of the Contract**

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC2	<b>Applicable/Governing Law:</b> <i>PPRA Ordinance, Rules &amp; Regulations, clarifications published, amended from time to time.</i> <b>PUBLIC PROCUREMENT RULES, 2004,</b> <b>PPRA CONSTRUCTION SERVICES REGULATIONS (As amended from time to time)</b>
GCC3	The language of the Contract all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in <b>[ENGLISH]</b>

GCC5	<p><b>The addresses are:</b></p> <p>Director General MIS/FABS CGA Complex, SectorG-5/2, Islamabad, PAKISTAN.</p> <p><b>Period for delivery:</b> [12 Months-Extendable in view of satisfactory performance, operational need and budgetary provision] <b>Commencement date for delivery:</b> [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><b>The Authorized Representative are:</b></p> <p><b><u>Procuring Agency</u></b> Directorate General-MIS, CGA Complex, Sector G-5/2, Islamabad.</p> <p><b><u>For Service Provider</u></b></p>
GCC7	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Service Provider shall commence work within: [<i>Seven days</i>] from the date of signature of the Contract by both parties.</p>
GCC8	<p><b>Commencement of Services:</b></p> <p>The Contractor/Service Provider shall commence <b>From issuance of letter of acceptance/Workorder.</b></p>
GCC10.2	<p><b>Expiration of Contract:</b></p> <p>The time period shall be[12 Months w.e.f issuance date of work order which is extendable in view of operational requirement and budgetary provision with the approval of Director General MIS/FABS]</p>

GCC15	<p><b>Termination</b></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 <b>Hiring of Firm for SAP Consultants through Implementation Support Partner</b> 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><b>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.</b></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	<p><b>Liquidated Damages</b></p> <p>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 <b>0.1%to10%</b>of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
GCC24	<p><b>Performance Guarantee:</b></p> <p><b>The amount of performance guarantee shall be[05%(Five) percent of the Total contract award price] the contract price in acceptable form[ Pak Rupees only]</b></p>
GCC32	<p><b>Proposal quoted shall be inclusive of all applicable taxes, duties etc.</b></p>
GCC35	<p><b>35.2 Advance Payment:(if any) Not Applicable</b></p>

<b>GCC38</b>	All the payment to be released to the contractor/service provider shall be [ <b>Pak Rupees</b> ].
<b>GCC39</b>	Identifying Defects: 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.
<b>GCC42</b>	[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance for Dispute Resolution (a) If any dispute of any kind whatsoever shall arise between the procuring agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

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

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place [Islamabad High Court] and proceedings will be conducted in [English].

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

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

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

Arbitrator's fee:

The fee shall be specified in [Pak Rupees], as determined by the procuring agency, which shall be shared equally by both parties. Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award: The arbitration shall be conducted in [Islamabad HIGH COURT, language of arbitration is English] and place of arbitration shall be at [Islamabad]. The award of the arbitrator shall be final and shall be binding on the parties.

## SECTION IX: Contract FORM

### Form of Contract

THIS AGREEMENT made the day of 2025 between Directorate General MIS, CGA (hereinafter called “the Procuring Agency”) of the one part and [name of Service provider] of [city and country of Service provider] (hereinafter called “the Service provider”) of the other part:

WHEREAS the Procuring Agency invited Proposals for **Hiring of Firm for SAP Consultants through Implementation Support Partner** [brief description of services] and has accepted a Proposal by the Service provider for the provision of Consultancy Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

- (a) This form of Contract;
- (b) the Form of Proposal and the Price Schedule, submitted by the Service provider;
- (c) the Schedule of Requirements;
- (d) the Terms of Reference/Scope of Work;
- (e) 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 for **Hiring of Firm for SAP Consultants through Implementation Support Partner** 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 **Hiring of Firm for SAP Consultants through Implementation Support Partner** 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.....

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## 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]