BIDDING DOCUMENTS

Hiring of Public Relations and Communication Firm

(National Competitive Bidding)

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FEDERAL BOARD OF REVENUE

Pakistan

July 2026

Standard Bidding Documents for Procurement of Non-Consultancy Services

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. ***This Section contains provisions that are to be used without modifications.***

Section III- Bids Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II. This section may be customized in order to complement the instructions, considering the requirements of the Procuring Agency.

Section IV -Eligible Countries

This Section contains information regarding eligible countries.

Section V - Evaluation Criteria, Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the Non-Consultancy Services to be procured and the schedule of requirements.

Section VI -Standard Forms

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

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

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

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Guarantee** will be submitted by the successful Bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

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

SECTION I: INVITATION TO BIDS

FEDERAL BOARD OF REVENUE
Procurement Notice (PN)

REQUEST FOR BIDS

HIRING OF PUBLIC RELATIONS AND COMMUNICATION FIRM

1. The Federal Board of Revenue (FBR) has reserved Funds for the procurement planned for FY 2026-27. The Federal Board of Revenue intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Hiring of Public Relations and Communication Firm**".
2. The Federal Board of Revenue Invites Bids from eligible Bidders registered on EPADS for provision of Non-Consultancy Services titled Hiring of Public Relations and Communication Firm as per the Scope of Work defined in this RFB.
3. **Single Stage – Two Envelope** Bidding Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based** (QCBS) Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security amounting to **PKR 1,000,000/-** in the shape of Cheque / Bank Draft and pay order or Bid Securing Declaration on the prescribed format.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk).
6. A pre-bid meeting will be held on **3rd August, 2026** at 11:00AM in room 358, 3rd h Floor, FBR (HQ), G 5/2, Constitution Avenue, Islamabad. The bidders who wish to join the pre-bid meeting virtually can join by using the link [https://zoom.us/j/98043082356?pwd=vSWgICIrePij4lMUhqvQO7ojFAQEjx.1 Meeting chat link https://zoom.us/launch/jc/98043082356 Meeting ID: 980 4308 2356 Passcode: 496104].
7. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS on or before 11:00AM by **17th August 2026**. E-bids will be opened on the same day at 11:30AM. Manual submission of Bids as required in the Bid Data Sheet must be followed.
8. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website (www.fbr.gov.pk/tenders).

Farrukh Amir Sial Secretary (Administration) *Room 506, 5th Floor, Federal Board of Revenue (HQ), Islamabad*

Email: secretary.admin@fbr.gov.pk Phone No: 051-9203679

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SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids	1.1	The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids for the provision of Non-Consultancy Services for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **Bid Data Sheet (BDS)/ Scope of Work/ TORs**. Single Stage Two Envelope procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds is defined in **Section: III – Bid Data Sheet**.
3. Eligible Bidders	3.1	1) A bidder is eligible to participate in a procurement process if the bidder: (a) possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract; (b) has the legal capacity to enter into a procurement contract; (c) is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer; (d) is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c); (e) has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees; and (f) has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to: (i) its professional conduct; or (ii) a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process.

		Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding. (2) The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1). (3) A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1). (4) Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that: (a) discriminates against or among a bidder or against categories of bidders; or (b) is not required for the performance of the procurement contract; or (c) is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents. (5) A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1). (6) In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the **BDS**, who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract. (7) The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency. (8) Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS.

		(9) No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

B. Bidding Documents

4. Contents of Standard Bidding Document	4.1	The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include: **Section I -**Invitation to Bid **Section II** Instructions to Bidders (ITB) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Evaluation Criteria, Specifications, Schedule of Requirements, Scope of Work and Technical Specifications. **Section VI** Bidding Forms **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	4.2	The Bidder is expected to examine all instructions, requirements, forms, terms, scope of work, terms of references (TORs) and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.
5. Clarifications	5.1	Clarifications of the bidding documents may be requested in writing through EPADS by any bidder up to three days prior to the deadline for the submission of bids. The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals. Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings. No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS.
	5.2	Procuring Agency's response will be uploaded on the EPADS, including a description of the inquiry.

	5.3	Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 6.**
	5.4	If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.
	5.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 6**.
	5.6	To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered. No change in the prices or substance of the bid shall be sought, offered, or permitted. The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents; and f) change in the ranking of the bidders. From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.
6. Amendment of Bidding documents	6.1	Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

	6.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 6.1** shall be uploaded on EPADS as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids: Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

7. Documents Constituting the Bids	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with **ITB 10 and 11;** b) Documentary evidence established in accordance with **ITB 8** that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with **ITB 9** that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 9.3** that the bidder has been authorized to provide the services; e) Bid security or Bids Securing Declaration furnished in accordance with **ITB 14;** and f) Any other document required in the **BDS**.
8. Documents Establishing Eligibility of the Services and Conformity to bidding documents	8.1	To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.
9. Documents Establishing Eligibility and Qualification of the Bidder	9.1	Pursuant to **ITB 8,** the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

	9.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in **Section-IV** titled as "Eligible Countries".
	9.3	The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that: a) the bidder has the financial, technical, managerial and HR capability necessary to perform the services under the Contract, meets the qualification criteria specified in BDS. b) that the bidder meets the qualification criteria listed in the Bids Data Sheet.
10. Form of Bid	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
11. Bids Prices	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with **ITB 10** shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
12. Bids Currencies	12.1	Prices shall be quoted in Pakistani Rupees unless otherwise specified in the **BDS**.
13. Bid Validity Period	13.1	Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

14. Bid Security or Bid Securing Declaration	14.1	Unless otherwise specified in the **BDS**, the bidder shall furnish as part of its bid, in the amount and currency specified in the **BDS** or Bid Securing Declaration on the format provided in **Section VI (Bid Forms)** The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
	14.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 14.5**
	14.3	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **14.5** are invoked.
	14.4	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 13.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.
	14.5	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a bidder: i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or ii) does not accept the correction of errors pursuant to **ITB 23;** or b) in the case of a successful bidder fails: i) to sign the contract in accordance with **ITB 32**; or

		ii) to furnish Performance Guarantee in accordance with **ITB 33.**
	14.6	The bid security shall be valid for a period specified in **BDS.** Bids with shorter bid security validity period shall be rejected straight away.
15. Alternative Bids by Bidders	15.1	Alternatives will not be considered, unless specifically allowed for in the **BDS**.
16. Withdrawal, Substitution, and Modification of Bids	16.1	Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.
17. Format and Signing of Bids	17.1	The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS.
	17.2	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

18. Submission of Bids through EPADS before Dead deadline	18.1	The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS, before bid submission deadline. The bid submission option on EPADS shall be automatically disabled once the deadline is over. Hard Copy (if required) should be submitted in addition to bid submission on EPADS to the Procuring Agency's address by the deadline mentioned in the **BDS**.
	18.2	The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

19. Opening of Bids	19.1	The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	19.2	The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

	19.3	No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**
	19.4	The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.
20. Confidentiality	20.1	Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.
	20.2	Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.
21. Preliminary Examination of Bids	21.1	Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid: a) meets the eligibility criteria defined in **ITB 3**; b) has been prepared as per the format and contents defined by the procuring agency in the bidding document; c) is accompanied by the required securities; and d) is substantially responsive to the requirements of the bidding document.
	21.2	The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.
	21.3	If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.
22. Examination of Terms and Conditions, Technical Evaluation	22.1	The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.
	22.2	If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.
23. Correction of Errors	23.1	Bids 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 Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	23.2	The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**
24. Conversion to Single Currency	24.1	To facilitate evaluation and comparison, the procuring agency will convert all bid prices expressed in the amount in various currencies in which the bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding document. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding document, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.
25. Evaluation of Bids	25.1	The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**
	25.2	**In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.**

26. Determination of Most Advantageous Bids	26.1	Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.
27. Abnormally Low Financial Bids	27.1	Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price. A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency – (a) requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and (b) having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

F. Award of Contract

28. Criteria of Award	28.1	The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.
29. Procuring Agency's Right to reject All Bids	29.1	The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).
	29.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

30. Procuring Agency's Right to Vary Quantities at the Time of Award	30.1	The procuring agency reserves the right, at the time of contract award, to increase or decrease the quantity of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.
31. Notification of Award	31.1	Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	31.2	Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	31.3	The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**
32. Signing of Contract	32.1	Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.
33. Performance Guarantee	33.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	33.2	Failure of the successful bidder to comply with the requirement of **ITB 33.1** 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 bidder or call for new bids.
34. Advance Payment	34.1	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

35. Arbitration	35.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
36. Corrupt & Fraudulent Practices	36.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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

37. Constitution of Grievance Redressal	37.1	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.
38. GRC Procedure	38.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022 as per procedure defined in the **BDS.**

H. Blacklisting/ Debarment

39. Procedure for Blacklisting/Debarment	39.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19 (3), 2021.

SECTION III: BIDS DATA SHEET (BDS)

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
	1.1	Name of Procuring Agency: Federal Board of Revenue (FBR) The subject of procurement is: Hiring of Public Relations and Communication Firm. Period for Provision of Services: **One (1) Year, Extendable for Another Term** subject to satisfactory Performance and Mutual Agreement of both Parties as well as the requirement of Procuring Agency. Expected commencement date for Provision of Non-Consultancy Services: **---- August 2026.**
	2.1	Source of Funds: Government of Pakistan. Financial year for the operations of the Procuring Agency: FY 2026-27 & 2027-28. Identification Number: [7(150)/SS-TPS/Media/2026-PT]
	3.1 (6)	Joint Venture is Not Applicable.
		B. Bidding documents
	5.1	The Bidders may seek clarifications through EPADS.
	5.4	Pre-bid meeting shall be convened on 3rd August, 2026 at 11:00AM in room 358, 3rd Floor, FBR (HQ), G 5/2, Constitution Avenue, Islamabad. The bidders who wish to join the pre-bid meeting virtually can join by using the link https://zoom.us/j/98043082356?pwd=vSWgICIrePij4lMUhqvQO7ojFAQEjx.1 Meeting chat link https://zoom.us/launch/jc/98043082356 Meeting ID: 980 4308 2356 Passcode: 496104 time 11:00 AM.
	6.2	Any addendum, in case issued, shall be published on Federal Board of Revenue website www.fbr.gov.pk/tenders and on EPADS.
	7.1	Following documents shall be submitted along with bidding documents: a) b)

	9.3	The qualification criteria to establish the financial, technical, managerial and HR capability of the bidder. The Evaluation Criteria consist of Three Parts: 1. TECHNICAL BIDS EVALUATION CRITERIA 2. FINANCIAL BIDS EVALUATION CRITEIRA 3. DECLARATION OF MOST ADVANTAGEOUS BIDDER (MAB) The details of mandatory requirements, marking criteria, procedure for evaluation of financial bids and declaration of MAB following the Quality and Cost Based Selection Technique and Single Stage Two Envelope Bidding Procedure is further defined in Section-V: EVALUATION CRITERIA.

C. Preparation of Bids

	11.5	The price shall be fixed.
.	**12.1**	Currency of the Bids shall be **Pak Rupees (PKR)**
11.	**13.1**	The Bid Validity period shall be 120 days from the date of submission of bids.
12.	**14.1**	The amount of Bid Security shall be **PKR 1,000,000/-**.
13.	**14.1**	The Bid Security shall be in the form of: Pay Order/ Demand Draft/ CDR/ Bank Guarantee.
14.	**14.6**	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days so the bid security shall be valid for 120+28 = 148 days.
15.	**15.1**	Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

16.	**18.1**	Bid shall be submitted online on EPADS whereas hard copy should be submitted to the following; One Hard Copy of Bids is required to be submitted in Procuring Agency with the Bid Security/ Bid Securing Declaration and Affidavit (if any) at the address mentioned in the Invitation to Bids. Bids that are not submitted on EPADS shall be disqualified. The deadline for Bids submission is a) Day: Monday b) Date: 17th August, 2026 c) Time: 11:00AM

E. Opening and Evaluation of Bids

17.	**19.1**	The Bids opening shall take place at: Room 506, 5th Floor, Federal Board of Revenue (HQ), Islamabad. Day: Monday

		Date: 17th August, 2026 Time : 11:30AM
18.	**25 & 26.1**	Bids shall be evaluated in accordance with the method and procedure prescribed under **Section-V** of bidding document.
19.	**30.1**	Procuring agency may increase or decrease the quantity up to 15%.
		F. Award of Contract
20.	**33.1**	The Performance guarantee shall be **5%** of the Contract Price. The Performance Guarantee shall be acceptable in the form of Bank Guarantee / CDR only-
21.	**34.1**	Advance Payment is Not Applicable in the current procurement process.
22.	**35.1**	Arbitrator shall be the Secretary (Finance). Further details provided in SCC.
		G. Review of Procurement Decisions
23.	**38.1**	Grievance shall be submitted on the dedicated module of EPADS.

SECTION IV. ELIGIBLE COUNTRIES

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

SECTION V: EVALUATION CRITERIA, TECHNICAL SPECIFICATIONS / SCOPE OF WORK & SCHEDULE OF REQUIREMENTS

Evaluation Criteria

The following Evaluation Criteria including Technical Bids and Financial Bids Evaluation Criteria following the Quality and Cost Based Selection Technique is adopted for evaluation of bids.

For **Technical Bids Evaluation**, the bidders must fully fill the Mandatory Technical Requirements and must score at least 70% marks (70 marks) in the Marking Criteria for Technical Bids Evaluation to be eligible for financial bid opening and evaluation. Bids scoring less than 70% marks (70 marks) in the Marking Criteria for Technical Bids Evaluation will be rejected and termed as Non-Responsive. The marks scored by the bidders in the technical bids evaluation criteria will be given the weightage of 80% in determination of Most Advantageous Bidder (MAB).

For the **Financial Bids Evaluation**, the bid with the lowest quoted cost shall receive the maximum 20 marks, while all other bids shall be awarded marks in proportion to the lowest bid using a pre-defined formula defined in the Financial Bids Evaluation Criteria. The marks scored by the bidders in the financial bids evaluation criteria will be given the weightage of 20% in determination of Most Advantageous Bidder (MAB).

The **Most Advantageous Bidder (MAB)** will be the bid scoring the highest aggregate score which is defined by adding the weighted score of technical and financial bids combined in a ratio 80% for technical marks and 20% for financial marks.

TECHNICAL BIDS EVALUATION CRITERIA

The following mandatory requirements must be fulfilled by the bidder. Failure to comply with any of the following requirements and provision of relevant documents at the time of submission shall constitute sufficient grounds for disqualification. Bids not complying with mandatory requirements shall not be evaluated further. The Procuring Agency reserves the right to verify any document provided by the bidder through site visits or written verification.

1. MANDATORY REQUIREMENTS / CRITERIA		
Sr. No.	**Evaluation Criteria**	**Compliance**
i.	A copy of the Certificate of Registration/Incorporation from the Security and Exchange Commission of Pakistan, Registrar of Firms or any other entity with lawful jurisdiction thereof.	*Complied / Not-Complied*
ii.	Valid Tax Compliance Certificate for NTN and STRN with active status on ATL both for NTN & STRN.	*Complied / Not-Complied*
iii.	The firm must have been registered/incorporated, as mentioned above, in Pakistan for the last 3 years.	*Complied / Not-Complied*
iv.	Submission of Bid Security or Bid Securing Declaration as per prescribed amount / format.	*Complied / Not-Complied*
v.	Compliance of Bid Validity stated in the bidding documents.	*Complied / Not-Complied*
vi.	Compliance with the Schedule of Requirements stated in the bidding documents.	*Complied / Not-Complied*
vii.	Undertaking on stamp paper of Rs. 100/- that the bidder is not blacklisted currently by any Government (Federal or Provincial), a local body or Public sector organization. Also stating that no litigations have been initiated against the firm from any Public Sector entity otherwise provide complete details of such litigations, including but not limited to, the nature/description of litigation, the amount under dispute etc.	*Complied / Not-Complied*
COMPLIANCE OF MANDATORY REQUIREMENTS		*Complied / Not-Complied*

MARKING CRITERIA FOR TECHNICAL BIDS EVALUATION

In addition to the above Mandatory Requirements, bids will be evaluated on the criteria below. Bidders scoring at least 70 marks shall be considered Technically Responsive and will be eligible for opening of Financial Bids.

2. MARKING CRITERIA		
Sr. No.	**Evaluation Criteria**	**Technical Marks (100)**
i.	**General Experience** More than three (3) years of Operations (from Registration Date of NTN / FBR). • Less than three (3) years will be awarded 0 marks. • Three (3) years and less than five (5) years will be awarded 5 marks. • Five (5) years and more will be awarded 10 marks. *(The bidders must attach their incorporation certificate showing the details of incorporation / registration with FBR).*	**10**
ii.	**Specific Experience** The bidder having specific experience regarding social media, press and public relations affairs management services provided to renowned institutes shall be awarded marks as under: • Less than 3 Similar Nature assignments performed in past 5 years shall be awarded 0 marks. • 3-5 Similar Nature assignments performed in past 5 years shall be awarded 3 marks. • 6-8 Similar Nature assignments performed in past 5 years shall be awarded 7 marks. • 9 or more Similar Nature assignments performed in past 5 years shall be awarded 10 marks. *(The bidder must attach completely executed and verifiable contracts/purchase orders/any other document identifying the services provided along with completion certificates/satisfactory performance certificates).*	**10**
iii.	**Experience with Government Departments** The bidder having specific experience of providing PR/media services to Federal or Provincial Government departments shall be awarded marks as under: • No Government department assignments shall be awarded 0 marks. • Social Media/PR work for 1 Government Department shall be awarded 5 marks. • Social Media/PR work for 2 Government Departments shall be awarded 10 marks. • Social Media/PR work for 3 or more Government Departments shall be awarded 15 marks. *(The bidder must attach verifiable contracts or purchase orders clearly identifying the Government department(s) as the client along with satisfactory performance/completion certificates).*	**15**

<table>
<tr><th colspan="3">2. MARKING CRITERIA</th></tr>
<tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Technical Marks (100)</th></tr>
<tr><td>iv.</td><td>Experience with Development Sector
The bidder having specific experience of providing Social Media/PR services to NGOs, INGOs, UN Agencies, or bilateral development organizations shall be awarded marks as under:
• No Development Sector assignments shall be awarded 0 marks.
• PR/media work for 1 Development Sector organization shall be awarded 5 marks.
• PR/media work for 2 Development Sector organizations shall be awarded 10 marks.
• PR/media work for 3 or more Development Sector organizations shall be awarded 15 marks.
(The bidder must attach verifiable contracts or purchase orders clearly identifying the development sector organization as the client along with satisfactory performance/completion certificates).</td><td>15</td></tr>
<tr><td>v.</td><td>Understanding of Assignment, Strategy and Methodology
The bidder shall submit its understanding of the assignment in the form of a comprehensive Approach and Methodology document covering all aspects of the Scope of Work / TORs, with particular emphasis on digital and social media strategy, content planning, campaign execution, media outreach, and crisis communications. In addition, the bidder shall deliver a formal Presentation before the Evaluation Committee on a date to be notified after technical bid submission, which will be evaluated within these marks.
Documentation Component (15 marks):
• Approach and Methodology covering below 20% of the Scope of Work / TORs will be awarded 3 marks.
• Approach and Methodology covering 20%-39% of the Scope of Work / TORs will be awarded 6 marks.
• Approach and Methodology covering 40%-59% of the Scope of Work / TORs will be awarded 9 marks.
• Approach and Methodology covering 60%-79% of the Scope of Work / TORs will be awarded 12 marks.
• Approach and Methodology covering 80%-100% of the Scope of Work / TORs will be awarded 15 marks.
Presentation Component (15 marks):
Bidders shall be invited to present before the Evaluation Committee. The Presentation shall cover the bidder's strategic approach, social media and digital media plan, proposed team, tools and platforms, and sample campaign ideas. Marks shall be awarded based on quality, clarity, innovation, and practical applicability of the proposed strategy as assessed by the Evaluation Committee.</td><td>30</td></tr>
<tr><td>vi.</td><td>Financial Capability
The bidder must attach Income Tax Returns (ITRs) of the past three (3) financial years. The following marks will be awarded based on cumulative turnover submitted in the ITRs:
• Cumulative Turnover less than Rs. 30 Million will be awarded 0 marks.</td><td>10</td></tr>
</table>

Sr. No.	2. MARKING CRITERIA Evaluation Criteria	Technical Marks (100)
	• Cumulative Turnover between Rs. 30-50 Million will be awarded 3 marks. • Cumulative Turnover between Rs. 50-75 Million will be awarded 6 marks. • Cumulative Turnover between Rs. 75-100 Million will be awarded 8 marks. • Cumulative Turnover above Rs. 100 Million will be awarded 10 marks. *(Three years of ITRs are required. Firms with less than three years of ITR history may submit returns for available years along with a justification).*	
vii.	**Managerial Capability** The bidders will be awarded marks against their managerial and personnel capability as per the below criteria: • Bidders currently having less than 5 HR resources will be awarded 0 marks. • Bidders currently having between 5-10 HR resources will be awarded 3 marks. • Bidders currently having between 11-15 HR resources will be awarded 6 marks. • Bidders currently having between 16-20 HR resources will be awarded 8 marks. • Bidders currently having above 20 HR resources will be awarded 10 marks. *(Bidders must attach a list of current HR resources on their payroll. For this purpose, salary slips of at least three past months along with qualifications of claimed HR must be provided).*	**10**
TECHNICAL MARKS SCORED		**100**

REVISED MARKS DISTRIBUTION AT A GLANCE

Sr.	Criterion	Marks
i.	General Experience	**10**
ii.	Specific Experience (PR/Media Assignments)	**10**
iii.	Experience with Government Departments	**15**
iv.	Experience with Development Sector	**15**
v.	Understanding, Strategy & Methodology (incl. Presentation)	**30**
vi.	Financial Capability (3-Year ITR Turnover)	**10**
vii.	Managerial Capability (Current HR on Payroll)	**10**
TOTAL		**100**

FINANCIAL BIDS EVALUATION CRITERIA

For financial evaluation, the bid with the lowest quoted cost shall receive the maximum 20 marks, while all other bids shall be awarded marks in proportion to the lowest bid using the following formula:

```
Score = (Lowest Bid / Bid under Evaluation) × 20
```

Formula Notes:

The lowest bid receives the full 20 marks. Higher bids receive marks proportionally based on their cost relative to the lowest bid.

Example Scenario			
Bidder	**Quoted Cost (PKR)**	**Financial Score Calculation**	**Financial Score out of 20**
Bidder A	100 million (Lowest)	= (100/100) × 20	**20**
Bidder B	150 million	= (100/150) × 20	**13.33**
Bidder C	200 million	= (100/200) × 20	**10**
Bidder D	300 million	= (100/300) × 20	**6.66**

DECLARATION OF MOST ADVANTAGEOUS BIDDER (MAB)

The Most Advantageous Bidder (MAB) will be the bid scoring the highest aggregate score, defined by adding the weighted scores of technical and financial bids combined in a ratio of 80% for technical marks and 20% for financial marks.

```
Final Score = (Technical Score × 0.80) + (Financial Score × 0.20)
```

Example Scenario				
Bidder	**Technical Score & Weightage 80%**	**Financial Score & Weightage 20%**	**Total Score**	**Status**
Bidder A	(70 Marks) 70×0.8 = 56	20 × 0.2 = 4	60	4th MAB
Bidder B	(80 Marks) 80×0.8 = 64	13.33 × 0.2 = 2.66	**66.66**	**Most Advantageous Bidder (MAB)**
Bidder C	(80 Marks) 80×0.8 = 64	10 × 0.2 = 2	66	2nd MAB
Bidder D	(75 Marks) 75×0.8 = 60	6.66 × 0.2 = 1.33	61.33	3rd MAB

Schedule of Requirements

The table below sets out the complete schedule of services, delivery timelines, scope coverage, and minimum monthly quantities for all deliverables under this engagement.

SCHEDULE OF REQUIREMENTS — FULL DELIVERABLE REGISTER				
All services are provided under a Monthly Retainer Fee model. Delivery schedules run from date of signing of Contract or receipt of brief from FBR/MCU. A penalty of 0.5% per day (max 10%) applies for late delivery.				
Ref.	**Deliverable**	**Scope / Sub-items Covered**	**Delivery Schedule**	**Min. Monthly Qty**
A. Social Media Management				
A1	**Monthly Content Calendar and Posting Plan**	— Platform-wise monthly content calendar (Facebook, X, Instagram, YouTube, LinkedIn, TikTok, WhatsApp, Website) — Captions, hashtags, visibility optimization per platform — Scheduling and publication coordination	*By 25th of preceding month*	**1 per month**
A2	**Social Media Static Posts / Cards**	— Original branded static posts across all platforms — Event, campaign, and initiative-based posts — Urdu and English versions as required	*Within One Day of brief*	**25 per month**
A3	**Community Engagement and Query Management**	— Monitoring of comments, queries, and DMs across all platforms — Classification and daily query log — Draft responses based on approved templates — Escalation of sensitive queries to FBR/MCU	*Daily (working days)*	**Daily / ongoing**
B. Content Production				
B1	**Infographics and Carousels**	— Data-driven infographics on tax policy, reform milestones, revenue figures — Multi-slide carousels for taxpayer education — Bilingual (Urdu/English) versions	*Within One Week*	**12 per month**
B2	**Short Reels / Videos (up to 60 seconds)**	— Short-form video content for Facebook, Instagram, YouTube Shorts, TikTok — Animated and live-action formats — Subtitled in Urdu and English	*Within One Week*	**8 per month**
B3	**FBR Explains / Tax Made Simple Content**	— Explainer videos simplifying tax concepts, filing procedures, deadlines — Animated and motion-graphic formats	*Within One Week*	**4 per month**

SCHEDULE OF REQUIREMENTS — FULL DELIVERABLE REGISTER				
All services are provided under a Monthly Retainer Fee model. Delivery schedules run from date of signing of Contract or receipt of brief from FBR/MCU. A penalty of 0.5% per day (max 10%) applies for late delivery.				
Ref.	**Deliverable**	**Scope / Sub-items Covered**	**Delivery Schedule**	**Min. Monthly Qty**
		— Optimized for social and digital platforms		
B4	**Myth vs Fact Content**	— Myth vs Fact cards addressing common misperceptions about FBR policies — Crisis-reactive myth-busting content as required — Static, animated, and reel formats	*Within One Week (routine); Within One Day (crisis)*	**4 per month**
B5	**Ask FBR Interactive Content**	— Q&A format content based on frequently raised taxpayer queries — Poll-based and interactive story formats for social media — Bilingual content as required	*Within One Week*	**4 per month**
B6	**Bilingual Animated Public Awareness Content**	— Animated awareness campaigns targeting general public — Urdu and English language versions — Optimized for TV, digital, and social media distribution	*Within Two Weeks*	**2 per month**
B7	**Reform and Achievement Stories / Op-eds / Articles**	— Written long-form content highlighting FBR reform milestones — Op-eds and thought leadership articles for print and digital media — Human interest and taxpayer success stories	*Within One Week*	**2 per month (min.)**
C. PR and Media Support				
C1	**Press Releases and Media Briefs**	— Drafting of press releases for FBR announcements, policy changes, and events — Media background notes and context documents — Distribution to journalist database	*Within One Week (routine); Within One Day (urgent)*	**1 per month**
C2	**Talking Points and Strategic Messaging**	— Spokesperson talking points for media engagements — Strategic messaging on sensitive or complex policy issues — Background briefs for senior FBR officials	*Within One Week*	**1 per month**
C3	**Journalist Database and Media Relations**	— Maintenance of updated journalist and media outlet database	*Ongoing; updated monthly*	**1 update per month**

SCHEDULE OF REQUIREMENTS — FULL DELIVERABLE REGISTER				
All services are provided under a Monthly Retainer Fee model. Delivery schedules run from date of signing of Contract or receipt of brief from FBR/MCU. A penalty of 0.5% per day (max 10%) applies for late delivery.				
Ref.	**Deliverable**	**Scope / Sub-items Covered**	**Delivery Schedule**	**Min. Monthly Qty**
		— Relationship management with key media contacts — Support for media roundtables and briefings		
C4	**Press Conference Support**	— Provision and design of backdrop, banners, standees — Invitation cards, press kits, giveaways, and goody bags — Coordination and logistics support on the day	*Within One Week of notice*	**1 per month**
C5	**Interview Coordination and Dissemination**	— Coordination and facilitation of media interviews for FBR officials — Dissemination of interview content across social, digital, and traditional media — Post-interview media monitoring and impact tracking	*Within Two Weeks*	**1 per month**
C6	**Reputation-Building Content and Narratives**	— Proactive reputation management content — Positive narrative development around FBR's transformation agenda — Stakeholder engagement communication support	*Ongoing / Monthly*	**As proposed**
D. Media Monitoring and Environment Scanning				
D1	**Daily Media / Social Media Monitoring Brief**	— Coverage from print, electronic, and online media — Social media platform monitoring (X, Facebook, Instagram, YouTube, TikTok) — Positive, negative, and neutral coverage classification — Delivered to FBR/MCU every working day by agreed time	*Daily — every working day*	**Daily (working days)**
D2	**Weekly Dashboard and Sentiment / Risk Report**	— Weekly aggregated media summary — Sentiment analysis and risk/opportunity flags — Monitoring of viral content and trending topics — Blog, forum, and YouTube channel coverage	*Within One Week*	**4 per month**
D3	**Crisis Alerts**	— Real-time alert to FBR/MCU on emerging negative trends or viral content	*Within One Day of identification*	**As and when required**

SCHEDULE OF REQUIREMENTS — FULL DELIVERABLE REGISTER				
All services are provided under a Monthly Retainer Fee model. Delivery schedules run from date of signing of Contract or receipt of brief from FBR/MCU. A penalty of 0.5% per day (max 10%) applies for late delivery.				
Ref.	**Deliverable**	**Scope / Sub-items Covered**	**Delivery Schedule**	**Min. Monthly Qty**
		— Early identification of misinformation and disinformation — Initial situation assessment and recommended response options		
E. Crisis Communication and Rapid Response				
E1	**Crisis Communication Support Package**	— Draft holding statements for immediate issuance pending full response — Draft rebuttal content for print, digital, and social media — Social media clarification posts and threads — Myth vs Fact rapid-deployment cards — Post-response monitoring of audience reaction and coverage impact — No response issued without explicit FBR/MCU approval	*Within One Day of alert / directive*	**As and when required**
F. Reporting and Analytics				
F1	**Monthly Performance and Strategy Report**	— Comprehensive monthly report covering all deliverables and activities — Reach, impressions, engagement, and sentiment metrics — Campaign performance analysis — Strategic recommendations for the following month	*Within One Week of month-end*	**1 per month**
F2	**Campaign Performance Analysis**	— Post-campaign analysis for each major campaign or initiative — Channel-wise performance breakdown — Recommendations for optimization of future campaigns	*Within Two Weeks of campaign conclusion*	**As required**
G. Digital and Web Support				
G1	**FBR Official Website Audit and Recommendations**	— Comprehensive audit of website content, structure, and user experience — Identification of outdated content, broken links, and accessibility gaps — Recommendations report aligned with FBR's communication objectives	*Within One Month*	**1 per month (min.)**

SCHEDULE OF REQUIREMENTS — FULL DELIVERABLE REGISTER				
All services are provided under a Monthly Retainer Fee model. Delivery schedules run from date of signing of Contract or receipt of brief from FBR/MCU. A penalty of 0.5% per day (max 10%) applies for late delivery.				
Ref.	**Deliverable**	**Scope / Sub-items Covered**	**Delivery Schedule**	**Min. Monthly Qty**
		— Follow-up review of implementation progress		
H. Podcast Production				
H1	**Podcast Recording, Editing, Reviewing and Finalizing**	— Topic planning and scripting support — Full production: recording, editing, mixing, and quality review — Distribution across Spotify, YouTube, and other relevant platforms — Promotional content for social media (clips, cards)	*Within Two Weeks*	**1 bi-monthly (min.)**

Notes:

1. In case of urgency, FBR may require any service immediately; the Contractor shall provide best-effort support at the earliest.
2. Where initial FBR review is required before the Contractor proceeds, such review shall be completed well before the delivery deadline; above timelines apply to final completion.
3. Penalty at 0.5% per day (max 10%) applies for late delivery of any deliverable.

Stamp & Signature of Bidder ______________________

Scope of Work / Terms of Reference (TORs)

Social Media, PR, Digital Communication & Media Monitoring Support

One-Year Engagement | Monthly Retainer Fee Model

1. Background and Context

The Federal Board of Revenue (FBR) is implementing a comprehensive Transformation Plan focused on digitization, documentation of the economy, enhanced tax administration, boosted revenue collection, and digital transformation of its functions.

To support this agenda, FBR seeks to engage a professional PR and Communications Firm for a period of one year. The firm will strengthen FBR's communication strategy across all channels — digital, social, print, and electronic — to improve taxpayer awareness, build public trust, enable rapid media response, and reinforce FBR's institutional image.

The firm shall also be capable of effectively addressing challenges, misgivings, and uncertainties arising from FBR's policies and initiatives, and shall possess expertise in maximizing outreach of key messages among target audiences through both traditional and digital media.

2. Objective

The objective is to retain a professional communications firm to provide integrated, always-on support covering:

- Social media management and content planning across all major platforms;
- Digital communication and taxpayer education;
- Public relations and media support;
- Community management and public query monitoring;
- Media and environment scanning;
- Crisis alerts and rapid response support;
- Analytics, reporting and dashboard support; and
- Public awareness campaigns aligned with FBR's communication priorities.

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

A. Social Media Management

The firm shall provide end-to-end management support for FBR's official social media platforms including Facebook, X (Twitter), Instagram, YouTube, LinkedIn, TikTok, WhatsApp media groups, and website support where required. Specific responsibilities shall include:

- Development, maintenance and submission of a monthly content calendar by the 25th of the preceding month;
- Platform-wise posting plan, captions, hashtags and visibility optimization;
- Scheduling, publication coordination, and platform-specific formatting;
- Community engagement support — minimum 25 static posts per month;
- Query monitoring, classification, and daily query log;

- Draft responses based on approved templates;
- Escalation of sensitive, legal, or policy-related queries to FBR/MCU as per defined protocols.

B. Content Production

The firm shall produce regular, high-quality content across all formats and platforms. Minimum monthly deliverables are specified in Section 4. Content types and responsibilities shall include:

- Social media static posts and branded cards — minimum 25 per month;
- Infographics and carousels — minimum 12 per month;
- Short reels and videos (up to 60 seconds) — minimum 8 per month;
- FBR Explains / Tax Made Simple explainer content — minimum 4 per month;
- Myth vs Fact content (routine and crisis-reactive) — minimum 4 per month;
- Ask FBR interactive content — minimum 4 per month;
- Bilingual content (Urdu and English) across all formats;
- Animated public awareness content optimized for TV, digital, and social media;
- Reform and achievement stories, op-eds, and articles — minimum 2 per month;
- Influencer campaign content — scripting, production, and distribution coordination;
- All content to align with FBR's official communication guidelines and brand identity.

C. PR and Media Support

The firm shall provide proactive and reactive public relations and media support, including:

- Press release drafting and distribution to the maintained journalist database;
- Media background notes, briefing documents, and context papers;
- Talking points and strategic messaging for senior FBR officials;
- Maintenance of an updated journalist and media outlet database — updated monthly;
- Support for media roundtables, briefings, and stakeholder engagement events;
- Press conference support — backdrop, banners, standees, invitation cards, giveaways, goody bags, press kit design;
- Interview coordination and dissemination through social, digital, and traditional media;
- Post-interview media monitoring and impact assessment;
- Proactive reputation-building content and positive narrative development;
- Support for spokesperson and media engagement activities.

No content, press release, or public communication shall be issued on behalf of FBR without prior written approval of FBR/MCU.

D. Media Monitoring and Environment Scanning

The firm shall implement a comprehensive, always-on media intelligence system covering all channels. Specific responsibilities shall include:

- Daily monitoring of print media, electronic media (TV and Radio), online news portals, blogs, digital forums, and YouTube channels;
- Daily monitoring of X (Twitter), Facebook, Instagram, TikTok, LinkedIn, and WhatsApp-based media groups;
- Identification and classification of positive, negative, and neutral coverage;

- Monitoring of viral content, emerging trends, and audience sentiment;
- Daily media/social media monitoring brief delivered to FBR/MCU every working day by an agreed time;
- Weekly dashboard and sentiment/risk report — 4 per month — covering aggregated intelligence, risk flags, and opportunity areas;
- Immediate crisis alerts to FBR/MCU upon identification of emerging negative trends or misinformation.

E. Crisis Communication and Rapid Response

The firm shall maintain full readiness for crisis communication and rapid response support at all times. Specific responsibilities shall include:

- Early warning and real-time crisis alerts to FBR/MCU upon detection of negative trends;
- Identification and flagging of misinformation and disinformation;
- Drafting of holding statements for immediate issuance;
- Draft rebuttal content for print, digital, and social media;
- Social media clarification posts and threads;
- Myth vs Fact rapid-deployment cards for crisis scenarios;
- Post-response monitoring of audience reaction and media coverage impact;
- All crisis response content to be delivered within one working day of alert or directive.

No crisis response shall be published without explicit written approval of FBR/MCU.

F. Reporting and Analytics

The firm shall provide structured, regular reporting and analytics across all activities, including:

- Monthly performance report — covering all deliverables, reach, impressions, engagement, and sentiment metrics — 1 per month;
- Monthly strategic communication recommendations for the following month;
- Campaign performance analysis report for each major campaign or initiative executed;
- Channel-wise performance breakdown and optimization recommendations;
- All reports to be submitted within one week of the end of the reporting period.

G. Digital and Web Support

The firm shall provide periodic digital and web advisory support, including:

- Comprehensive audit of the FBR official website — content, structure, user experience, accessibility, and SEO — minimum once per month;
- Identification of outdated content, broken links, gaps, and user experience issues;
- Written recommendations report aligned with FBR's communication objectives;
- Follow-up review of implementation progress against recommendations.

H. Podcast Production

The firm shall support FBR's podcast-based public outreach, including:

- Topic planning and scripting support aligned with FBR's communication calendar;

- ➢ Full production including recording, editing, mixing, quality review, and finalizing;
- ➢ Distribution across Spotify, YouTube, and other relevant digital platforms;
- ➢ Promotional content for social media — clips, quote cards, and episode announcements;
- ➢ Minimum one episode bi-monthly; additional episodes as required.

4. Expected Minimum Monthly Deliverables

The firm shall be required to meet the following minimum deliverables each month. The firm may propose additional deliverables or higher quantities in its proposal.

Ref.	Deliverable	Minimum Monthly Quantity
A1	Monthly content calendar and posting plan	1 per month
A2	Social media static posts / cards	25 per month
A3	Community engagement / query log and draft responses	Daily / ongoing
B1	Infographics / carousels	12 per month
B2	Short reels / videos (up to 60 seconds)	8 per month
B3	FBR Explains / Tax Made Simple content	4 per month
B4	Myth vs Fact content	4 per month
B5	Ask FBR interactive content	4 per month
B6	Bilingual animated public awareness content	2 per month
B7	Reform stories / op-eds / articles	2 per month (min.)
C1	Press releases and media briefs	1 per month
C2	Talking points and strategic messaging notes	1 per month
C3	Journalist database — maintained and updated	1 update/month
C4	Press conference support	1 per month
C5	Interview coordination and dissemination	1 per month
C6	Reputation-building content and narratives	Ongoing
D1	Daily media / social media monitoring brief	Daily (working days)
D2	Weekly dashboard and sentiment / risk report	4 per month
D3	Crisis alerts	As and when required
E1	Crisis communication support package (holding statements, rebuttals, clarification posts)	As and when required
F1	Monthly performance and strategy report	1 per month
G1	FBR official website audit and recommendations	1 per month (min.)
H1	Podcast recording, editing and finalizing for dissemination	1 bi-monthly (min.)

5. Proposal Submission Requirements

Firms are required to submit a comprehensive proposal including:

- Understanding of FBR's communication needs and strategic context;
- Proposed one-year integrated communication strategy;
- Content approach and sample themes across all content types;
- Platform-wise social media management plan;
- Media monitoring methodology and crisis alert mechanism;
- PR and media support approach;
- Proposed monthly deliverables — must meet or exceed minimums in Section 4;
- Proposed team structure, CVs and profiles of key team members;
- Relevant past experience with Government departments, development sector, and private sector clients;
- Portfolio and samples of past work;
- Monthly retainer fee inclusive of all applicable taxes;
- Any assumptions or exclusions clearly stated.

The technical proposal should be submitted in PPT/PDF format. The financial proposal must be submitted separately as per the Price Schedule in Section 7.

6. Ethical and Confidentiality Obligations

- The firm must maintain strict confidentiality of all information, data, and documents received from FBR;
- Ownership of all final outputs, content, and deliverables shall vest with FBR;
- The firm shall adhere to applicable organizational ethics, media regulations, and Government communication guidelines;
- No content or public communication shall be issued on behalf of FBR without prior written approval of FBR/MCU;
- All official data, drafts, and communication materials shall remain strictly confidential and shall not be shared with third parties.

7. Penalty for Late Delivery

- A penalty at the rate of 0.5% per day of the value of the assigned deliverable shall apply for delivery beyond the schedule specified in Sections 3 and 8, up to a maximum of 10% of the value of that deliverable. In cases of urgency, FBR may require any deliverable immediately and the firm shall provide best-effort support at the earliest possible time.

******

SECTION VI: BIDS FORMS

Bids Forms
Bids Submission Sheet

Date: ___________

Contract No.: ______________

To: __

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding document, including Addenda No.:___________________;

(b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: ____________;

(c) Our Bids shall be valid for a period of ____________days from the date fixed for the Bids submission deadline in accordance with the bidding document, andit shall remain binding upon us and may be accepted at any time before the expiration ofthat period;

(d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of__ Percent of the Contract Price for the due performance of the Contract;

(e) The rates quoted by us are fixed and valid for ______ and binding upon us for the entire period of the contract and period of extension.

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name ______________________________

In the capacity of ______________________________

Signed ______________________________

Duly authorized to sign the Bids for and on behalf of ______________________________

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: ***[insert Name and Address of Procuring agency]***

Date: ***[insert date]***

Bid Security No.: ***[insert number]***

We have been informed that ***[insert name of the Service provider]*** (hereinafter called "the Service Provider") has submitted to you its Bids dated ***[insert date]*** (hereinafter called "the Bids") for the execution of ***[insert name of contract]***.

Furthermore, we understand that, according to your conditions, Bid must be supported by Bid Security.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bids conditions, because the Service Provider :

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Forms of Bid; or

(b) having been notified of the acceptance of its Bid by the *Procuring agency* duringthe period of Bid validity, (i) fails or refuses to execute the Contract Form,if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Service Provider, upon our receipt of copies of the contract signed by the Bidder and the Performance Guarantee issued to you upon the instruction of the Service Provider; and (b) if the Bidder is not the successful Service Provider, upon the earlier of

(i) our receipt of a copy your notification to the Bidder of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's Bids.

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

Name ____

In the capacity of ______________________________________

Signed ____

Duly authorized to sign the Bid Security for and on behalf of ______________

Date ________________________

Form of Bid-Securing Declaration

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

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

To: *[complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or

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

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

Name of the Bidder*______________________

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

Title of the person signing the Bid__________________________________

Signature of the person named above_______________________________

Date signed ______________________________ day of __________________, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

Letter of Acceptance / Notification of Award

[Letter head paper of the Procuring Agency]

[date]

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

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

We hereby confirm *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 35.**

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Copy: Appointing Authority and Supplier

QUALIFICATION INFRORMATION FORM

Bidder's name [insert full name]
In case of Joint Venture (JV), name of each member: [insert full name of each member in JV]
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation: [indicate year of Constitution]
Bidder's legal address [in country of registration]: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full name]
Address: [insert street/ number/ town or city/ country]
Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
E-mail address: [indicate e-mail address]
Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITBs.
In case of JV, letter of intent to form JV or JV agreement, in accordance with the ITBs

Note: The procuring agency may insert in this section additional form in accordance with their requirements.

Financial Bids Forms

Financial Bids Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the non-consultancy Services s for [Insert title of assignment] in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids 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 applicable taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____________________________
Name and Title of Signatory: ____
In the capacity of: ____
Address: ____
E-mail:________________________________

Price Schedule

The firm shall quote a single Monthly Retainer Fee covering all services listed below. The retainer is structured as a hybrid model: always-on/bundled services are priced as packages within the retainer, while discrete countable deliverables are individually priced. For the purpose of bid comparison, Annual Retainer Fee will be considered.

PRICE SCHEDULE — HYBRID MONTHLY RETAINER MODEL			
Name of Bidder: *Pricing Model: Monthly Retainer Fee (inclusive of all taxes and duties)* *Date:*			
Ref.	**Activitv / Deliverable**	**Monthly Total PKR**	**Annual Equivalent PKR**
1	**Media Management Package (as per schedule of requirements / TORs / Scope of Work)**		
TOTAL MONTHLY RETAINER FEE (PKR) — in figures			
Total Monthly Retainer Fee in words:			
TOTAL ANNUAL COST (Monthly Retainer × 12) — in figures: PKR			
Total Annual Cost in words:			

Notes:

1. The Monthly Retainer Fee shall cover all services including content production, social media management, PR support, media monitoring, reporting, community management, and crisis response.
2. Payment shall be made monthly against satisfactory delivery of agreed services as verified by FBR/MCU.
3. No payment shall be made for activities which are not performed satisfactorily by the Contractor.
4. Quantities listed represent minimum guaranteed deliverables; actual volumes may vary based on FBR's requirements.
5. Bid comparison shall be made on the basis of Total Annual Cost (Monthly Retainer × 12).
6. In case of difference between amount in words and amount in figures, the amount in words shall be considered final.
7. All applicable taxes and duties must be included in the quoted monthly retainer fee.

Stamp & Signature of Bidder: ______________________________

Name: ______________________________ Designation: ______________________________

Organization: ______________________________ Date: ______________________________

Email: ______________________________ Phone: ______________________________

SECTION VII: GENERAL CONDITIONS OF CONTRACT

General Conditions of the Contract

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time; (b) "The Contract" means an agreement enforceable by law; (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations; (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid; (e) "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract; (f) "GCC" means the General Conditions of Contract containedin this section; (g) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; (h) "Day" means calendar day unless indicated otherwise; (i) "Effective Date" means the date on which this Contract comes into force and effect; (j) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (k) "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications; (l) "Government" means the Government of Pakistan; (m) "Local Currency" means the currency of Pakistan; (n) "In Writing" means communicated in written form with proof of receipt;

	(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency; (p) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency; (q) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them; (r) "Service" means any object of procurement other than goods or works; (s) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.
2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**
6.Authorized Representatives / Authority of Member in charge	6.1 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 Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**
8. Commencement of Services	8.1 The Contractor 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.**

9. Program schedule	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.** 10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**
11. Entire Agreement	11.1 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.
12. Modification	12.1 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 modification(s) or variation(s) made by the other Party. 12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
13. Force Majeure	13.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 13.3 **Extension of Time** Any period within which a Contractor 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. 13.4 **Payments**

	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
14. Termination	14.1 **By the Procuring Agency** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor 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); (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor 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 Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor 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; 14.2 **By the Contractor** The Contractor 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 Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor 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; (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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General	15.1 **Standard of Performance** i. The Contractor 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 Contractor 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; ii. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services. 15.2 **Law Applicable to Services** The Contractor 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-Bidders, comply with the Applicable Law.
16. Conflict of Interests	16.1 **Contractor Not to Benefit from Commissions and Discounts** The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 16.2 **Contractor and Affiliates Not to be Otherwise Interested in Project** The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any

	continuation thereof) for any project resulting from or closely related to the Services. 16.3 **Prohibition of Conflicting Activities** Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the **SCC.**
17. Insurance to be Taken Out by the Contractor	17.1 The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', 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, as shall be specified in the **SCC**; and (b) 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 have been paid.
18. Contractor's Actions Requiring Procuring Agency's Prior Approval	18.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the **SCC.**
19. Reporting Obligations	19.1 The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.
20. Liquidated Damages	20.1 **Payments of Liquidated Damages** The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may

	deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. 20.2 **Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.** 20.3 **Lack of performance penalty** If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor
21. Performance Guarantee	21.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.** 21.2 The proceeds of the Performance Guarantee shall be payable to theProcuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 21.2 The Performance Guarantee shall be denominated in the currency ofthe Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**. 21.3 The Performance Guarantee will be discharged by the Procuring agency andreturned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
22. Sustainable Procurement	22.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel	23.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the

	Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.
24. Removal and / or Replacement of Personnel	24.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications. 24.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 24.3 The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law	25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**
26. Services and Facilities	26.1 The Procuring Agency shall make available to the Contractor 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, at the times and in the manner specified in the Terms of Reference. 26.2 In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price	27.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.
28. Terms and Conditions of Payment	28.1 Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor. 28.2 Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.
29. Quality Control Identifying Defects	29.1 The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.
30. Correction of Defects, and Lack of Performance Penalty	30.1 The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected. 30.2 Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice. 30.3 If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.
31. Settlement of Disputes Amicable Settlement	31.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
32. Dispute Settlement	**Arbitration** 32.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor 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 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. 32.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 32.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 5.1	The locations approved by the Procuring Agency are mentioned in the scope of work.
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: ………………………** **Designation: ………… …..** **Address: …………… ………………..** **For the Contractor:** **Name: ………………………** **Designation: ………… …..** **Address: …………… ………………..**
GCC 7	**Effectiveness of the contract** The Contract/Agreement shall be effective within 1 day from the date of signature of the Contract by both parties.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 8	**Commencement of Services:** The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.
GCC 10	10.1: Starting Date of Contract: As per GCC or *[Insert Date or period of days from Contract Date].* 10.2: The Expiration Date of Contract is One Year subject to Extension of Three terms of same duration on discretion of Procuring Agency subject to satisfactory performance, mutual consent as well as requirement of the Procuring Agency.
GCC 14	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 16**.**
GCC 16	**Insurance** to be Taken Out by the Contractor: Insurance is Not Applicable for this Contract.
GCC 18	Other Action requiring Procuring Agency's prior approval are: 1. 2. 3.
GCC 20	**Liquidated Damages:** If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the procuring agency as Liquidated Damages at a rate of **0.1%** to **10%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.
GCC 21	**Performance Guarantee:** The amount of performance guarantee shall be 5% of contract amount in the form bank guarantee or CDR in favor of the **Federal Board of Revenue**. 21.3 As per GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 25.1	As per GCC
GCC 28	**Payment terms:** Payment will be made to the Bidder against the procured services according to the actual invoice submitted by the Bidder against the services provided within 30 days of submission of error free invoices by the contractor.
GCC 28.2	**Advance Payment** is not applicable.
GCC 29	**Identifying Defects:** The procuring agency reserves the right at any time to inspect the premises of the contractor to inspect arrangements for the services and monitor the services being provided.
GCC 29.1	**Principal and Modalities of Inspection of the Services** are; 1. 2. 3. **Defect Liability Period** is 3 days from the date of informing the defect to the contractor.
GCC 31	**Guidance for Dispute Resolution:** i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. Secretary (Finance) shall be the arbitrator. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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. vi. 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 contractor any monies due to the Contractor. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties. **Appointing Authority for Arbitrator:** By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the _____ day of __________ 20_____ between *Insert the name of the Procuring agency* (hereinafter called "the Procuring Agency") of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Non-Consultancy Services, viz., *[brief description of services]* and has accepted a Bids by the Bidder for the provision of Non-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 Bids and the Price Schedule submitted by the Contractor;
   (c) the Schedule of Requirements;
   (d) the Technical Specifications / Scope of Work/ TORs;
   (e) the General Conditions of Contract;
   (f) the Special Conditions of the Contract;
   (g) the Procuring Agency's Letter of Acceptance / Notification of Award; and
   (h) Performance Guarantee submitted by the bidder;
   (i) Integrity Pact as per attached form;
   (j) [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Non-Consultancy Services related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Non-Consultancy Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ___________________the ________________ (for the 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 Contractor: …………………………………………………

Performance Guarantee Form

To: *[name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date}

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE CLOUD CONTRACTORS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: ________________ Dated: ______________
Contract Value: __________________
Contract Title: ___________________

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

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

____________________	___________________
[Contractor]	[Buyer/Procuring Agency]