

TENDER NOTICE

Bids are invited from IT/software development firms registered with FBR/SECP, PSEB or any government entity for development of **“Energy Information System (Centralized Energy Database & Analytical System)”** under provision of development project “Integrated Energy Planning (IEP) for Sustainable Development” during financial year 2023-24.

2. Bidding document, which are containing details of Energy Information System (EIS) to be developed/installed, terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, are available for interested bidders at the following address. The bidding document can be downloaded from web address www.pc.gov.pk

3. Pre-Bid meeting is scheduled on **06-03-2024 at 11:00 am** for any query/clarification by bidders/firms on following address. Bids prepared in accordance with instructions in the bidding document must reach at following address on or before **18-03-2024 upto 03:00 p.m.** Bids will be opened on the same day **at 03:30 p.m.** in presence of bidders or their authorized representatives. The advertisement along with bidding document is also available on PPRA web address www.ppra.org.pk

Project Director,

“Integrated Energy Planning for Sustainable Development”

Ministry of Planning, Development and Special Initiatives

1st Floor, S&T Building, Constitution Avenue, G-5/2,

Islamabad

Ph: 051-9220633



**Planning Commission
Ministry of Planning, Development & Special Initiatives, Islamabad
Government of Pakistan**

**Bidding Document
Of
Energy Information System
(Centralized Energy Database & Analytical System)
for Project
“Integrated Energy Planning (IEP)
for Sustainable Development”**

February, 2024

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Invitation for Bids (IFB)

For Energy Information System (Centralized Energy Database & Analytical System) for Project titled “Integrated Energy Planning (IEP) for Sustainable Development”

Ministry of Planning, Development and Special Initiatives (M/o PDSI) Islamabad invites sealed bids from reputed IT/Software Solution firms located in Pakistan with high repute for providing an up to the mark IT/Software Solutions.

2. Bidding shall be conducted through **Single Stage–Two Envelope** Bidding Procedure as per PPRA Rules. Envelopes should be clearly marked as **TECHNICAL & FINANCIAL PROPOSALS** in bold & legible letters on respective envelopes. The bidders are bound to provide their complete information along with postal as well as valid email address and phone number(s) on each of the respective envelopes.

3. Bidding documents along with a detailed description, collected from the address mentioned in this Invitation for Bids (IFB). The bids shall reach at the address mentioned at **ITB Clause 2.8** on or before **15:00 hrs on 18-03-2024** The bids shall be opened on the same day at **15:30 hrs** by the Procurement Committee in the presence of Representatives of the bidders at the Energy Planning & Resource Centre (EPRC) Secretariat, Ministry of Planning, Development & Special Initiatives, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad. Bid submitted after due date & time shall not be entertained. A pre bid or demonstration meeting will be held on **06-03-2024**, at the EPRC Secretariat, **Ministry of Planning, Development & Special Initiatives, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad**. The exact time and venue will be communicated at appropriate time to bidders issued the Bid Document. The bid must be accompanied with separate Bid Security **@ 2%** of the bid value quoted in the shape of Pay Order/ Demand Draft in the name of the DDO, Integrated Energy Planning for Sustainable Development, Ministry of Planning, Development and Special Initiatives. Late bids will be treated as non-responsive and will not be entertained. Bids/Rates shall be quoted in Pak Rupees and on FOR basis (delivery at premises) inclusive of all taxes where applicable.

4. Bidders are required to offer the most competitive lowest rate but with high standard quality inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules. The bid must be valid up to 120 days (Mutually extendable) from the date of opening of the bid. The Purchaser reserves the right to reject any or all the bids as per the provisions contained in Rules of PPRA Procurement Rules.

Project Director

**Integrated Energy Planning for Sustainable Development,
Ministry of Planning, Development and Special Initiatives**

EPRC Secretariat, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad
Tel: 051-9211901

**Section 1:
Instructions to the Bidders
(ITB)**

Section I: Instruction to Bidders including Data Sheet

Bid Data Sheet

| ITB Ref | Description | Detail |
|----------------|--|--|
| ITB Clause 2.1 | Bid Reference Number | No |
| ITB Clause 2.2 | Name of System | Energy Information System (Centralized Energy Database & Analytical System) |
| ITB Clause 2.3 | Commencement date of provision of Bidding Document | 28-02-2024 |
| ITB Clause 2.4 | Closing date of issuance of Bid documents | 18-03-2024 |
| ITB Clause 2.5 | Submission of written clarifications by bidders | ***** |
| ITB Clause 2.6 | Pre-Bid Meeting | 06-03-2024 (11:00 am) |
| ITB Clause 2.7 | Last date and time for submission of bids | 18-03-2024 (before 3:00 pm) |
| ITB Clause 2.8 | Bid Submission Address | Project Director Integrated Energy Planning for Sustainable Development Project Ministry of Planning, Development and Special Initiatives 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad |
| ITB Clause 3 | Bidding Process | Single Stage Two Envelopes (Technical + Financial) of PPRA Rules. |
| ITB Clause 23 | Clarification(s) on Bidding Documents | Data Management Specialist Integrated Energy Planning (IEP) for Sustainable Development Project 051-9211901 |
| ITB Clause 14 | Integrity Pact | For all procurements exceeding Rs. 10.00 million, it is mandatory for the Bidder to submit, along with Performance Guarantee, an Integrity Pact as per the format provided at Tech Form 6 of this Bidding Document. |
| ITB Clause 15 | Language of bid | English |

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| ITB Clause 20.1 | Specific Description of System in the Bidding Documents | Quotations will be submitted as per in Section-III: Schedule of Requirements of the Bidding Documents. Any item that does not fulfill desired specification and mandatory requirements, the bid shall be rejected straight away. |
| ITB Clause 18.1 | Bid Price | Bid Price shall be inclusive of all duties, taxes & levies. |
| ITB Clause 18.2 | Currency of Bid | PKR – Pakistan Rupees |
| ITB Clause 24 | Name of the Bid Form (Primary documents) | TECH FORM 1: Technical Proposal Cover Letter TECH FORM 2: Bid Cover Sheet TECH FORM 3: Affidavit TECH FORM 4: Eligibility of the Bidders & System TECH FORM 5: Manufacturer / Distributor's Authorization TECH FORM 6: Integrity Pact TECH FORM 7: Summary of Similar Contracts TECH FORM 8: CVs of Technical Resource FIN FORM 1: Financial Proposal Cover Letter FIN FORM 2: Price Schedule |
| ITB Clause 25 | Amount of Bid Security / Earnest Money | The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money in the shape of Pay Order/ Demand Draft, equivalent to 2% of the total bid price for each item quoted by him separately, in the name of Integrated Energy Planning for Sustainable Development |
| ITB Clause 19 | Bid validity period | 120 days (Mutually extendable) |
| ITB Clause 26 | Date, time and venue of opening of technical bids | 18-03-2024 at 15:30 hrs, 1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad. |
| ITB Clause 6 | Performance Guarantee / Performance Security | The Performance Security, in the form of Bank Guarantee/ Pay Order/ Demand Draft, shall be 10% of the total contract price quoted at the time of Letter of Acceptance (LOA) and it shall be submitted in the Ministry of Planning, Development & Special Initiatives, 1 st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad |

Terms & Conditions

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Instructions to the Bidder - Terms & Conditions

The following are the Terms & Conditions for Bidding and Subsequent Contract. The provisions mentioned herein will become part of the contract. Whenever there is a conflict, the Special Provisions shall prevail over General Provisions of the Contract.

1. Definitions

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

- a) "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser, or the Contractor.
- b) "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- c) "Authority" means Ministry of Planning, Development & Special Initiatives.
- d) "Bidder" means the Firm/Company/Supplier/Solution-Provider, fulfilling the eligibility criteria and participating in the bidding of providing a complete end-to-end IT Software Solution of Energy Information System (Centralized Energy Database & Analytical System) as per provision of bid document/contract.
- e) "Contractor" or "Supplier" means the Firm/Company/Supplier/Solution-Provider whose Tender has been accepted and awarded letter of intent followed by the Contract by the Purchaser.
- f) "Purchaser" means "Integrated Energy Planning (IEP) for Sustainable Development" Project, M/o Planning, Development & Special Initiatives, for the purposes of the Contract.
- g) "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- h) "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for providing not only a complete end-to-end IT Software Solution, but also manage to rectify the defects and malfunctioning in the developed System and Services provided, under the Contract.
- i) "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- j) "System" means complete IT Software Solution, necessary licensing, and/or other deliverables which the Contractor is required to supply to the Purchaser under the Contract.
- k) "Services" means requirement gathering, perpetual licensing, development, installation,

configuration, deployment, commissioning, enhancement, testing, training, support and after sale service, etc. of System and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

- l) "Delivery Acceptance Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- m) "Works" means work to be done by the Contractor under the Contract.

1.1 Basic Information

1.2 Bid reference number: *'please consult the Bid data sheet'*.

1.3 The System is: **Energy Information System (Centralized Energy Database & Analytical System)**

1.4 Commencement date of provision of bidding document: *'please consult the Bid data sheet'*.

1.5 The closing date of issuance of Bid documents is: *'please consult the Bid data sheet'*.

1.6 Submission of clarifications in writing by bidders is *****

1.7 Pre-Bid Meeting will be held on: *'please consult the Bid data sheet'*.

1.8 Last date for bid submission will be: *'please consult the Bid data sheet'*.

1.9 Bid Submission Address is as following:

Project Director
Integrated Energy Planning for Sustainable Development Project
Ministry of Planning, Development and Special Initiatives
EPRC Secretariat, 1st Floor, Science & Technology Building, Constitution Avenue G5/2,
Islamabad

2. Tender Scope

Ministry of Planning Development & Special Initiatives (M/o PD&SI), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders" or "the Bids") for the development of Energy Information System (Complete Software Solution) mentioned in this Bidding Document.

3. Tender Eligibility

3.1 Eligible Tenderer/ Bidder is a Tenderer/ Bidder who:

- i) Has a registered office in Pakistan.
- ii) Has the required relevant experience.
- iii) Has the required relevant qualified personnel.

- iv) Is having a profile of providing the similar IT Software Solutions
- v) Conforms to the terms & conditions of “Responsiveness of Bid” given herein various sections of this tender document.
- vi) Has a valid and approved ISO certification or CMMI Certification.

4. Bidding Process & Evaluation Criteria

The details of the bidding process & evaluation criteria are provided in **Section II** of this document.

5. Country of Origin/ Eligible Countries

5.1 All countries and territories as indicated in **Section V** of the Bidding Documents, “Eligibility for the Provisions of System, Works, and Services.”

5.2 System and Services can only be supplied / sources / routed from “origin” in “eligible” member countries. Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

5.3 "Origin" shall be the place where the System are produced or from which the Services are provided. Systems are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

6. Standards

The quoted product, at the time of technical evaluation and on delivery, shall conform to the standards as prescribed in Terms of Reference (TORs) and in the Technical Evaluation Criteria. The said conformance shall lead to subsequent issuance of the Acceptance Certificate to the Supplier by the Purchaser.

7. Performance Security

7.1 The successful Tenderer / Bidder shall furnish Performance Security against provisioning of complete IT Software Solution as under:

- 7.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser.
- 7.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender/ Bidding Document.
- 7.1.3 for a sum equivalent to 10% of the contract value.
- 7.1.4 denominated in Pak Rupees.

- 7.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, whichever is later.
- 7.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all the following conditions:
 - 7.2.1 If the Contractor commits a default under the Contract.
 - 7.2.2 If the Contractor fails to fulfill any of the obligations under the Contract.
 - 7.2.3 If the Contractor violates any of the terms and conditions of the Contract.
 - 7.2.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
 - 7.2.5 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Intent and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.
- 7.3 Performance Security shall be returned after successful completion of the contract in accordance with the Warranty & Support.

8. Inspection and Testing

Inspection and testing of the provided IT Software Solution and final acceptance will be as follows: Inspection Report will be done by the Inspection of Technical Committee and followed by an issuance of Delivery Acceptance Certificate (DAC) by Procurement Committee to process payment of each phase of the IT Solution.

9. Delivery and Documents

Complete IT Software solution, artifacts/deliverables shall be provided at the EPRC Secretariat, Ministry of Planning, Development & Special Initiatives, **1st Floor, Science & Technology Building, Constitution Avenue G-5/2, Islamabad** and it shall be within timeline mentioned in Tender/Bid Document.

- 9.1 Purchase/Work order can be cancelled along with forfeiture of Performance Guarantee in case of delay.
- 9.2 Applicable Delivery Mode: Delivered Duty Paid (DDP) of Incoterms 2011.

- 9.3- The Contractor shall deliver a complete IT Software System along all artifacts/deliverables at the identified destination, as specified by the Purchaser at the time of delivery.
- 9.4 The Contractor shall ensure that end to end IT System Solution shall be delivered complete to enable the testing to proceed without interruption. If it shall appear to the Purchaser that the System have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to deploy the remaining components of the application/system or suitable improvements wherever required thereof to the site of delivery.
- 9.5 The Contractor shall provide maintenance, supply and procurement support necessary for the Purchaser to maintain system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the System to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

10. Service Level Agreement/Support

- 10.1 After sale service/SLA/System Support shall be at least one year and 24/7.
- 10.2 The Contractor shall ensure that the System provided by the Contractor, under the Contract are standard and of exact or better Terms of Reference (TORs) and incorporate all recent improvements in design and upgradation on demand, unless provided otherwise in the Contract.
- 10.3 The Contractor shall further ensure that the IT System Solution and Services provided by the Contractor, under the Contract shall have no deviation, arising from design, components, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided System and Services.
- 10.4 The Contractor shall ensure availability of technical assistance for Complete solution/components for at least **one year** after the completion of final acceptance.

11. Warranty

- (a) Warranty as per standard. The Supplier shall, in addition, comply with the guarantees associated with the performance and/or conformance Terms of Reference (TORs) specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- make such changes, modifications, and/or additions to the System or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance / conformance tests in accordance with Clause 9,

Or

- pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1.5% per week up to a maximum of 06% of the total Contract price.
- (b) The Contractor shall warrant to the Purchaser that the System supplied by the Contractor, under the Contract is developed using latest software, tools & technologies and agile in nature where required. The hardware component if supplied are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- (c) The Contractor shall further warrant that the System supplied by the Contractor, under the Contract, shall have no defect, arising from design or from any act or omission of the Contractor that may develop under normal use of the supplied System/Services.
- (d) The Contractor shall provide a standard warranty (where applicable) for standard duration (hereinafter referred as Warranty Period), after the issue of Acceptance Certificate in respect of System and Services or any portion thereof, as the case may be, which will include:
- a. Free, on-site de-bugging / repair / replacement of defective / mal-Functioned parts / components, within 24 hours of intimation at Purchaser's premises in Islamabad and within 72 hours in case of operational office out of Islamabad.
- (e) The Warranty Period shall start from the date of installation/ configuration/ deployment of the IT Software System on site.
- (f) The Purchaser shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time, after receipt of such notice, repair or replace the malfunctioning System or parts thereof on site, without any cost to the Purchaser.
- (g) The Bidders should clearly mention Terms and Conditions of service agreements for the System to be supplied.

- (h) The Purchaser retains the right to enter or NOT into an annual maintenance contract with the Supplier for the System supplied.
- (i) The end user licenses, and end user warranties shall be in the name of Purchaser, for the System supplied under the Contract.

12. Integrity Pact

Procurements exceeding the prescribed limit **specified in the BDS** shall be subject to an integrity pact, as specified by regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.

13. Ownership of System and Replaced Components

IT Software System to be developed and delivered to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the System are taken over by the Purchaser. Defective/Pending modules to be re-deployed by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies after successful replacement/deployment of the same.

14. Defects Liability Expiry Certificate

- 14.1 The Contractor shall, after expiry of the Warranty Period, by written notice served on the Purchaser, apply for a Defects Liability Expiry Certificate.
- 14.2 The Purchaser shall, within (90) days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor, stating the date of expiry of the Warranty Period for all the System supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the IT Software Solution giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

15. Payment for System supplied.

The method and conditions of payment to be made to the Supplier under the Contract shall be as follows:

- Payment shall be made in **Pak. Rupees** through **crossed cheque** in the following manner:
- Phase / Module wise payment of the Contract Price of the System shall be processed to Supplier within thirty (30) days from
- the time of delivery subject to inspection, installation, commissioning, and

acceptance of complete IT Software System on provision of documents specified as follows:

- i. The Supplier, in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the IT Software System.
- ii. The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
- iii. The complete IT Software System deployed under the Contract shall be Delivered Duty/taxes Paid under which risk is transferred to the buyer after the System have been delivered and accepted.

16. Disputes Resolution

- 16.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 16.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Islamabad, Pakistan. The award shall be final and binding on the parties.

17. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

18. Assignment / Subcontract

- 18.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 18.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract,

comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

19. Governing Language

The Governing Language shall be English.

20. Applicable Law

20.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

20.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

20.3 The Courts at Islamabad shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind, arising out of or in connection with the Contract.

21. Notices & Clarifications

21.1 Purchaser's address for notices and clarification purposes:

Data Management Specialist
Integrated Energy Planning for Sustainable Development Project
Ministry of Planning, Development and Special Initiatives
EPRC Secretariat, 1st Floor, Science & Technology Building, Constitution Avenue
G5/2, Islamabad
Phone: 051-9211901

21.2 Supplier should provide focal person's contact details, i.e., name, address, telephone, email.

22. Clarification of the Bidding Document

The prospective bidders may solicit clarification of the Bidding Document, within the duration specified at Clause 2.5, in writing at the address mentioned at Clause 21.1. The clarification and its replies will be shared with all prospective bidders.

23. Duties, Taxes & Levies

23.1 The Unit price quoted by the bidder shall be inclusive of all duties, taxes & levies. The Contractor shall be entirely responsible for all taxes, duties and other such levies

imposed and to make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan

23.2 All items in the Bid shall be quoted in Pakistan Rupees (PKR) and remain valid as per Clause 25 herein.

24. Bid Validity

24.1 The Bidder shall provide a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bids.

24.2 The Purchaser, at any time before final contract signing, may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to an extension of validity period of the Bid, the validity period of the Bid security shall also be proportionately extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security.

25. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

26. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

27. Rejection of Bids

27.1 Bids will be submitted for item/ items mentioned in Section III: Schedule of Requirements of the Bidding Document. Any item that does not fulfill the described Terms of Reference (TORs) and mandatory requirements, the bid shall be rejected straightaway.

27.2 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids but is not required to justify those grounds.

27.3 The Procuring Agency incurs no liability, solely by virtue of its invoking **Clause**

28.1 above towards Bidders who have submitted bids.

27.4 Notice of the rejection of any or all bids shall be given to the concerned Bidders that submitted bids.

28. Blacklisting

28.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

28.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

29. Forfeiture of Performance Security

29.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or letter of Intent, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

29.2 Failure to supply required items/ services within the specified time period will invoke penalty as specified in this document. In addition to that, the Performance Security amount may be forfeited and the company may not be allowed to participate in future tenders as well.

30. Termination for Default

30.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

30.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, System / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar System / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

31. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

32. Termination for Convenience

32.1 The Purchaser may, at any time, by written notice served to the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

32.2 The System and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining System, the Purchaser may elect:

- to have any portion thereof completed and delivered; and/or
- to cancel the remainder and pay to the Contractor an agreed amount for partially completed System, Services, together with a reasonable allowance for overhead & profit.

33. Right to Alter Quantities and requirements prior to Bid submission

33.1 At any time prior to the deadline of submission of Bids, Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by bidders, modify the Bid Document by amendment, which will be communicated through email to the bidders who have already been issued Bid Document.

33.2 All such amendments shall become part of the Bid Document.

33.3 Purchaser reserves the right to alter, revise/modify all or any of the Terms of Reference (TORs), delete some items specified in this offer, when finalizing its requirements.

- 33.4 No Commitment to Accept Lowest or Any Bid: Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this bid notice and shall be entitled to reject any or all bids without assigning any reason whatsoever.

34. Right to Alter Quantities and requirements at time of or after Contract Award

- 34.1 The Purchaser may, at any time, by written notice served to the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality and scope of all / any of the System / the Services / the Works, in whole or in part.
- 34.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- 34.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 34.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 34.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

35. Re-Bidding

- 35.1 If the procurement entity has rejected all bids under Clause 27, it may call for a re-bidding.
- 35.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise Terms of Reference (TORs), evaluation criteria or any other condition for Bidders, as it may deem necessary.

36. Force Majeure

- 36.1 Force Majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Purchaser or of the Contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force Majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the Purchaser keeping in view all the circumstances and requirements of the Purchaser.

36.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

36.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

37. Bid Forms, Documents & Attachments

37.1 The Technical Proposal shall comprise the following forms and documents, without quoting the price:

- a) Technical Proposal Covering Letter (Tech Form 1)
- b) Bid Cover Sheet (Tech Form 2)
- c) Affidavit (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (Tech Form 3)
- d) Evidence of eligibility of the Bidder and the System (Tech Form 4)
- e) Authorization Certificate / document from the principal / manufacturer. (Tech Form 5)
- f) Integrity Pact Certificate for Contract greater than Rs. 10.00 million (Tech Form 6)
- g) Summary of Similar Contracts/ Projects (Completed & Ongoing) (Tech Form 7)
- h) CVs of Technical Resources (Tech Form 8)
- i) ISO/CMMI/PMI/Microsoft/Oracle Certifications

For All ITEMS

- j) Technical Brochures / Literature (if any)
- k) Project Timeline for Delivery, Installation & related Services
- l) The statement must be signed by the authorized representative of the Bidder.
- m) Valid Registration Certificate for Income Tax, Sales Tax and ATL status.

- n) Details of Warranty, After-Sale Service, spare parts and onsite support
- o) Compliance Sheet – Checklist ensuring Conformity of the System / Services to the Bid Document.

37.2 The Financial Proposal shall comprise the following forms and instruments:

- a) Financial Proposal Covering Letter (Fin Form 1)
- b) Price Schedule (Fin Form 2)
- c) Bid Security equal to 2% of Bid Value of the quoted items.

38. Bid Security/ Earnest Money

The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money equivalent to 2% of the total bid price for quoted items in the name of DDO, IEP for Sustainable Development Project.

39. Date, time and venue of opening of Bids

39.1 Technical Proposal will be opened 30 minutes after Bid Submission on the same date and venue as of Bid submission mentioned in **ITB Clause 2.8**.

39.2 Date, time, and venue of opening of Financial Proposals will be communicated by the Purchaser only to the technically qualified & compliant bidders at an appropriate time.

SECTION II
Bidding Process &
Evaluation Criteria

Section II: Bidding Process, Evaluation Procedure & Criteria of Bids

Bidding Process

Single stage two envelopes bidding process will be adopted under Quality and Cost Based Selection (QCBS) System and procedures described in this Bid Document, in accordance with the PPRA Rules.

Bidding Process, Evaluation Procedure & Criteria for Bids is mentioned as follows:

1. Submission of Bids

Single stage – two envelopes, procedure would be adopted for submission and opening of bids.

- 1.1. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal.
- 1.2. The envelopes shall be marked as “TECHNICAL PROPOSAL and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- 1.3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.

2. Opening of the Bids

- 2.1. Bids shall be opened, at the given place, time and date, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.
- 2.2. Initially, Technical Proposals shall only be opened and evaluated for compliance to technical requirement of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- 2.3. The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced, and recorded.
- 2.4. No bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during bid opening meeting at given time and location. Non-compliance will cause the rejection of the respective bidder.

- 2.5. All the bid documents so opened will be signed by all the members of Purchase/ Procurement Committee and no addition, deletion, detachment thereof in the bid documents furnished would be entertained from bidder(s) after the opening of bids except required or dealt under the clauses of bidding documents.

3. Modification / Withdrawal of the Bid

- 3.1. The Bidder may, by written notice served on the Purchaser, modify, or withdraw his Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 3.2. The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

4. Clarification of the Bid

- 4.1. The Purchaser shall have the right, at his exclusive discretion, to request, in writing, further information or clarification of the Bid, from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is the sole discretion of the Purchaser.

5. Rejection / Acceptance of the Bid

- 5.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the scope of work of any/ all item(s) without any change in price or other terms and conditions, accept a tender, reject any or all bid(s), cancel / annul the tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the Bidder and the decision of the Purchaser shall be final.
- 5.2. The Bid shall be rejected if it is:
 - 5.2.1. substantially non-responsive; or
 - 5.2.2. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 5.2.3. incomplete, un-sealed, un-signed, printed (handwritten), partial,

- conditional, alternative, late; or
- 5.2.4. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 5.2.5. the Bidder refuses to accept the corrected Total Bid Price; or
- 5.2.6. the Bidder has conflict of interest with the Purchaser; or
- 5.2.7. the Bidder tries to influence the Bid evaluation / Contract award; or
- 5.2.8. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 5.2.9. there is any gross discrepancy between bidding documents and bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 5.2.10. The Bidder submits any financial conditions as part of its bid which are not in conformity with bidding document.

A. Evaluation For Energy Information System (EIS)

The bidding process will involve the steps along with timelines as mentioned in the Bid Data Sheet.

1. To enable the bidder to prepare the proposal, a list of attached document formats has been provided in **Section IV-** Standard Forms.
2. At any time before the submission of proposals, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by any bidder, modify the Documents by amendment. The clarification on bids or any amendments of the bid will be intimated to all Bidders listed with the Purchaser for this Bid in writing. The Purchaser may at his discretion extend the deadline for the submission of proposals.

a. Technical Evaluation Procedure

The bid submitted by the Bidder will be evaluated as per the following procedure:

1. The first level of evaluation will be based on mandatory criteria. Only those firms who fulfill mandatory criteria will qualify for the next round of evaluation.
2. The second level of evaluation will be on the basis of the Technical Bid, which will include compliance to technical Terms of Reference (TORs) of each item and

other factors mentioned in this bid document. Technical Committee will take Demonstration / Presentation of the existing relevant systems developed by the vendor.

3. Bids that pass technical evaluation criteria will be opened for financial evaluation.

b. List of Mandatory Documents for Eligibility for IT Software System Providers.

| Sr | Documents. | Validity |
|----|---|--|
| 1 | Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan with minimum 5 years of Relevant Experience. Registration of Company/Firm should be with PSEB | Valid certificate from concerned regulator/ authority required. |
| 2 | Registration of NTN with Federal Board of Revenue (FBR) and having Active Taxpayer status. | Valid NTN with active Status |
| 3 | Registration of General Sales Tax (GST) with Federal Board of Revenue (FBR) and having Active Taxpayer status. | Valid GST registration with active Status |
| 4 | The bidder should have fully operational office/ branch in Pakistan. | Address of Office/ Branch in Pakistan |
| 5 | Undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required. | Affidavit on judicial stamp paper of Rs. 50/- |
| 6 | Financial Strength/ Soundness | Audited Financial Reports for recent one year |
| 7 | Proof of completed and ongoing projects (Required information includes project name, customer, amount of contract work in Pak Rs., completion date/ ongoing) | List of projects along with required information |
| 8 | Technical human resource to provide support services / assistance during active period of Contract. | CVs with relevant training / certification |
| 9 | Compliance to the technical Terms of Reference (TORs) of Software, to be procured mentioned in Schedule of Requirements of this document. | Confirmation/ assurance in Covering Letter on company's letter head. |
| 10 | Assurance of providing after sales service, onsite support and onsite training for supplied solution as per requirements mentioned in this Bidding Document. | Assurance on company's letter head |
| 11 | Compliance/ Data sheet shall be provided. Unless the submission of the same, bid shall be considered rejected straight away. | Compliance Sheet & Data Sheets |

c. Technical Evaluation - Scoring Criteria

The Bidders will quote on Turn-key basis for all items in one Proposal/ Bid mentioned in Section III: Schedule of Requirements. Detailed technical evaluation of those firms would be performed which would qualify the above tabulated mandatory evaluation criteria. The technical evaluation would be performed by the Technical Evaluation Committee. Rating for technical evaluation will be as per following criteria:

| Sr. | Criteria | Marks | Obtained Marks |
|---|--|--------------|----------------|
| Years in Business | | | |
| 1 | Legal Status & Age of Firm (Pvt. Ltd., NTN/GST estab.) | 5 - 7 years | 5 Marks |
| | | 8 - 10 years | 8 Marks |
| | | 10+ years | 10 Marks |
| Financial Footprint | | | |
| 2 | Annual Turn Over with last 3 Years Audited Reports | - 20-49 Mil | 5Marks |
| | | - 50-99 Mil | 8 Marks |
| | | - 100+ Mil | 10 Marks |
| Organization Expertise | | | |
| 3 | Public Sector/Govt. Experience of Software with relevant projects. 5 or 10 marks for each project - 3 Relevant Projects Criteria | | 30 Marks |
| | 5 Marks for each software project of Public Sector/Govt. /International Experience | | |
| | 10 Marks for each software project of Public Sector/Govt. /International Experience with Energy related domain.(Work orders, Completion Report and relevant info requires) | | |
| Team Skills | | | |
| 4 | Skills, Expertise and relevant certifications of Technical & Project management Team | | 10 Marks |
| | {Marks will be given on the basis of Qualification, Skills, Technical relevant Experience, Certification and proposed team structure} | | |
| | {Resume, Salary Slips, certifications required} | | |
| Understanding of Software Project | | | |
| 5 | Solution conforming to the scope of IEP. | | 5 Marks |
| | Solution confirming to the scope of IEP with relevant Implementation | | 8 Marks |
| | Solution conforming to the scope of IEP with relevant Implementation along standardized code with latest framework. | | 10 Marks |
| Project Presentation/ Live working Demo | | | |

- 6** Assessment of technical Committee after demonstration of similar products/ projects based on (Total 30):
- Performance and Efficiency of the Application 5 Marks
 - Friendly and Responsive GUI 5 Marks
 - Meeting the functionality requirements and relevancy with domain 5 Marks
 - Meeting the Security and Quality Standards 5 Marks
 - Latest Development Architectures Methodologies / Tools and Technologies 5 Marks
 - Development and Integration techniques used

Obtained Marks

Total Marks (vender will be rejected if zero mark will be taken from any 6 points)

d. Technical Evaluation – Qualification Criteria

- i. **PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, **not meeting the 70% pass marks** limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to **70% of the marks** will be accepted in technical proposal, and their financial bids will be opened.
- ii. **PROVISO:** Provided that if NONE or ONLY ONE (single) bidder exceeds the **70% pass mark**, then the Purchaser SHALL decrease the Pass **Mark limit to 60%**. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to **60%**.
- iii. If Pass Marks are decreased to **60%**, then ALL bidders with scores greater than or equal to **60%** shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.
- iv. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- v. The Bids which do not conform to the Technical Terms of Reference (TORs) or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.
- vi. The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

a. Financial Evaluation Procedure

- i. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser subsequently. **The Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to attend the Financial Proposal(s) opening.**
- ii. The financial bid so opened will be signed by all the members of Purchase/ Procurement Committee and no addition, deletion, detachment thereof in the bid documents furnished would be entertained from bidder(s) after the opening of bids except required or dealt under the clauses of bidding documents.
- iii. The Financial Proposal evaluation will be conducted under the PPRA 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- iv. The opened financial proposals will be evaluated, and amount totals will be checked/ verified for correctness. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- v. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.
- vi. In evaluation of the price of articles/System which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- vii. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out of the above shall be fully borne by the Successful Bidder.
- viii. The Financial Proposal found technically nonresponsive or unqualified shall be returned un-opened to the respective bidders.

b. Bid Price

- i. The quoted price shall be:
 - 1) best / final / fixed and valid until completion of all obligations under the Contract,

- i.e., not subject to variation / escalation.
 - 2) in Pak Rupees.
 - 3) inclusive of all taxes, duties, levies, insurance (if necessary), and freight, etc.
 - 4) inclusive of installation, configuration, commissioning, etc.
- ii. Each cost identified as after sales service, licensing, or any maintenance/support services thereof, should be quoted separately and clearly in the financial bid.
- iii. If not specifically mentioned in the Proposal Bid(s), it shall be presumed that the quoted price is as per the requirements specified.
- iv. Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

c. Financial Evaluation – Scoring Criteria

Financial bids of only those bidders who Score at least 70% or as per **Technical Evaluation – Qualification Criteria (Section-II-d)** on the technical evaluation would be opened before the representatives who wish to attend the tender opening.

The Financial Evaluation scores for each bidder will be calculated as follows:

| Criteria | Value |
|--|-------------|
| Price/ total amount quoted by lowest bidder in item | A |
| Price/ total amount quoted by second lowest bidder in item | B |
| Price/ total amount quoted by third lowest bidder in item | C |
| Financial score of the lowest bidder will be | 100 |
| Financial score of the second lowest bidder will be | $(A/B)*100$ |
| Financial score of the third lowest bidder will be | $(A/C)*100$ |

The financial score for subsequent higher-priced bidders will be calculated in a similar way as described above.

h) Final Evaluation Scoring

In the final evaluation, the technical bids will carry a weight age of **70 points** while the financial bids will have a weight age of **30 points**.

The Procurement Committee would make the decision for recommendation of the successful bidder according to the final score obtained by each compliant bidder as per the following formula:

Final Score = Technical Score Obtained x 0.7 + Financial Score Obtained x 0.3

The Bidder obtaining maximum Final Score will be ranked as number 1 and subsequent bidders ranked accordingly. The decision of the Committee will be binding on all concerned and will in no case be changeable in any forum.

AWARD AND ACCEPTANCE PROCESS

1. Award Criteria

- 1.1. The Bidder obtaining maximum Final Score in that item will be ranked as number 1 and subsequent bidders ranked accordingly. The decision of the Committee will be binding on all concerned and will in no case be changeable in any forum.

2. Acceptance Letter (Letter of Intent)

- 2.1. As per provisions of Rule (38) of PPRA Rules 2004, the Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract.
- 2.2. However, the Purchaser reserves exclusive rights to cancel the letter of intent at any time, before signing the formal contract without giving any reason thereof. The supply time of the contractor shall start from the date of issuance of the letter of intent.

3. Redressal of grievances by the procuring agency

- 3.1. The procuring agency shall constitute a committee comprising of an odd number of people, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 3.2. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 3.3. The committee shall investigate and decide upon the complaint within fifteen days of receipt of the complaint.
- 3.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

SECTION III
Schedule of Requirements
/ Proposed TORs

Terms of Reference (ToRs)

3.1 Description of Required Software Module

The following section illustrates, in brief, the features of each module needed to be developed as required by under project Integrated Energy Planning (IEP) for sustainable development, under the Ministry of Planning, Development and Special Initiatives.

3.2 Proposed Centralized Database Management & Energy Information System

The centralized database (EIS) will contain the energy-related data, which would act as a single point of reference for the IEP team and other relevant stakeholders to extract the latest data with a single click. This database will be further used for reporting, decision making and business intelligence-related activities.

Some of the key features and advantages of a Centralized Database and Energy Information System are mentioned below:

- This database would contain the energy supply and consumption data, information related to latest energy pricing & tariff and other such parameters relevant to energy dataset at a centralized location to provide the latest available data to the authenticated users.
- Assessment of secondary parameters supporting the energy data including daily weekly, monthly and yearly weather conditions and socio-economic indicators.
- The centralized database will maintain an audit trail (audit logs), which is a chronological set of records that provides documentary evidence that any specific user that has logged into the system performs what activities? The purpose of an audit trail is to trace specific events, operations or any particular activities.
- It will allow greater flexibility and speed to access the required energy data.
- Data integrity is the single biggest benefit of centralized database management. This data would be kept up-to-date, and any privileged stakeholder would be allowed to update the missing/incorrect data.
- It will provide reliable communication between all stakeholders and ultimately improve the working relationship among them.
- From the data consistency point of view, all the stakeholders have a single version of data, this feature will improve the quality of timely decisions.
- Effectively and efficiently data mining is the very center of any centralized system, so this database will be a core component of the data mining.
- It will be helpful for the storage of analyses and historical queries. It will also provide a great power of information processing at the minimum possible time.
- The data management system will improve the productivity of decision-makers by creating an integrated database of consistent, subject-oriented and historical data.
- It will transform the data into information and information into knowledge, which will help in substantive, accurate, and consistent analysis.
- The refined output of the centralized database will further be input to the Business Intelligence (BI) tools (SAP Business Object, MicroStrategy, SAS Business Intelligence, Tableau or Microsoft Business Intelligence Reporting Tool etc.) which

help in understanding the trends and deriving insights from the data so that tactical and strategic business decisions can be made.

- The new database will be linked to the existing data sources through an import/export option to avoid overlapping and repetition of the data.
- For up-to-date addition of data in the database, the application would be integrated with external data sources as well with the modeling tools like LEAP, MARKLE TIME or any latest tool.
- Access to data would be provided to those users only who have been authorized to use the database.
- Installation, configuration, and on-premises training.

In short, a data warehouse improves business decisions making, which in turn gives any business a key competitive advantage.

Compliance with all the specifications. /Terms of References (Tors) is mandatory. A compliance sheet must be provided by the bidder.

3.3 Major Modules of the Proposed System

Major modules of the system are:

- i. Administration & Security Management Module
- ii. Energy Consumption Module
- iii. Energy Pricing Module
- iv. Energy Supply Module
- v. Economic Parameters Module
- vi. Emissions and Carbon Footprints Module
- vii. Dashboards / Portals
- viii. Business Intelligence Reporting Tool

i) Administration & Security Management Module

Administration & Security Management System would provide comprehensive multi-level security to ensure proper authentication & authorization of the EIS users as per role and their responsibilities which includes the following:

- Setup & Configuration
 - Stakeholder management
 - Sector / Product / Category / Unit Setting
- Add Users, Roles, and Rights
- Roles & Rights Management
- Authentication & Authorization
- Dashboard / Module Level Security
- Form / Menu / Control Level Security
- IP Level / Device Level Authentication and Authorization
- URL Level Encryption & Authorization
- Auditing & Logging
 - User Activities
 - Update / Delete History

- User performance chart
- Online users
- Accessing Users login / Monitoring Connected Users
- Health Check System / Monitoring of the Databases / Jobs

ii) Energy Consumption Module

The energy consumption module would consider the monthly Oil Consumption, Gas (Included LNG, CNG), LPG, Electricity and Coal related information.

| Form / component | Data Source/stakeholder's info | Frequency of Data | Description |
|---------------------------------------|---|-------------------|-------------|
| Oil Consumption Data | <ul style="list-style-type: none"> • Directorate General (Oil) • Ministry of Energy (Petroleum Division) retrieved from Oil Companies Advisory Council (OCAC) • Oil and Gas Regulatory Authority (OGRA) • Pakistan State Oil (PSO) • Oil Refineries | Monthly | |
| Gas (Incl. LNG, CNG) Consumption Data | <ul style="list-style-type: none"> • Directorate General (Gas) • Oil and Gas Regulatory Authority (OGRA) • Ministry of Energy (Petroleum Division) retrieved from (SNGPL, SSGCL, Mari Petroleum, OGDCL, PPL KDT) | Monthly | |
| LPG Consumption Data | <ul style="list-style-type: none"> • Ministry of Energy (Petroleum Division). • Directorate General (Liquified Gases) • Oil and Gas Regulatory Authority (OGRA) • Oil and Gas Development Company Limited (OGDCL) • Hydrocarbon Development Institute of Pakistan (HDIP) | Monthly | |
| Electricity Consumption Data | <ul style="list-style-type: none"> • Power Information Technology Company • National Transmission and Dispatch Company (NTDC) • National Electric Power Regulatory Authority (EISRA) • Central Power Purchasing Agency – Guarantee (CPPA-G) • Power Distribution Companies (DISCOs) • Ministry of Energy (Power Division) • K-Electric (KE) • Power & Monitoring Company (PPMC) | Monthly | |

| | | |
|-----------------------|--|---------|
| Coal Consumption Data | <ul style="list-style-type: none"> • Pakistan Bureau of Statistics (PBS) • Federal Board of Revenue (FBR) • Ministry of Energy (Petroleum Division) • National Electric Power Regulatory Authority (EISRA) • DG (Minerals), Ministry of Energy (Petroleum Division) • Pakistan Mineral Development Corporation • State Bank of Pakistan (SBP) • Sindh Energy Department, Government of Sindh. • Thar Coal and Energy Board • Sindh Coal Authority • Independent Power Producers (IPPs) (Sahiwal Coal Power Plant, PowerChina, China Power and SSRL Thar Coal Blocks) • Pakistan Revenue Automation Pvt. Ltd. | Monthly |
|-----------------------|--|---------|

* Frequency of data will be decided at the time of SRS.

** More data sources/stakeholders could be included in addition to the already mentioned in the list.

- Reports
 - Monthly / Quarterly / Yearly consumption Reports.
 - Sector / Energy Product Wise Reports
 - Summarized Reports of Energy product-wise consumption.
 - Energy Consumption Dashboard
- Data Import
 - Historic data will be imported into the system from spreadsheets (Excel, CSV etc.).
 - Provision of Attachment wherever required.
- Data Export
 - The system will be capable of exporting the required data into excel sheets, CSV, SQL etc.
- Integration
 - Integration will be required from several stakeholders including DG (Oil), M/O (Petroleum Division), PITC, K-electric, PBS and other associated database systems.
 - The frequency of the integration will be decided at the time of SRS.

iii) Energy Pricing / Tariff Module

The energy pricing module would consider the energy pricing data of Oil (Product-wise), Crude Oil, Gas (Included LNG & LPG), Electricity (Category-wise) and Coal.

| Form / component | Data Source/stakeholder's info | Frequency of Data | Description |
|--|---|-------------------|-------------|
| Oil (Product-wise) Pricing Information | <ul style="list-style-type: none"> • Directorate General (Oil) • Ministry of Energy (Petroleum Division) retrieved from Oil | Monthly | |

| | | |
|---|---|---------|
| | <ul style="list-style-type: none"> Companies Advisory Council (OCAC) & Pakistan State Oil (PSO) • Directorate General (Petroleum Concessions), • Oil and Gas Regulatory Authority (OGRA) • Oil Refineries | |
| Crude Oil Pricing Information | <ul style="list-style-type: none"> • Directorate General (Oil) • Ministry of Energy (Petroleum Division) retrieved from Oil Companies Advisory Council (OCAC) & Pakistan State Oil (PSO) • Directorate General (Petroleum Concessions), • Oil and Gas Regulatory Authority (OGRA) | Monthly |
| GAS / LNG / LPG Pricing Information | <ul style="list-style-type: none"> • Directorate General (Gas) • Ministry of Energy (Petroleum Division) retrieved from (SNGPL, SSGCL, Mari Petroleum, OGDCL, PPL KDT) • Directorate General (Petroleum Concessions), • Oil and Gas Regulatory Authority (OGRA) | Monthly |
| Electricity (Category-wise) Pricing Information | <ul style="list-style-type: none"> • Power Information Technology Company • K-Electric (KE) • Power & Monitoring Company (PPMC) • National Electric Power Regulatory Authority (EISRA) • Central Power Purchasing Agency – Guarantee (CPPA-G) • Power Distribution Companies (DISCOs) | Monthly |
| Coal Pricing Information | <ul style="list-style-type: none"> • Pakistan Bureau of Statistics • Directorate General (Minerals) • National Electric Power Regulatory Authority (EISRA) • Pakistan Mineral Development Corporation • State Bank of Pakistan (SBP) • Federal Board of Revenue (FBR) • Sindh Energy Department, Government of Sindh. • Thar Coal and Energy Board • Sindh Coal Authority • Independent Power Producers (IPPs) (Sahiwal Coal Power Plant, | Monthly |

PowerChina, China Power and SSRL
Thar Coal Blocks)

* Frequency of data will be decided at the time of SRS.

** More data sources/stakeholders could be included in addition to the already mentioned in the list.

- Reports
 - Monthly / Quarterly / Yearly Reports of Energy Pricing Information
 - Category / Product Wise Pricing Reports
 - Summarized Reports on Oil, Gas, Electricity, Coal wise Pricing.
 - Energy Pricing Dashboard
- Data Import
 - Historic data will be imported into the system from spreadsheets (Excel, CSV etc.).
 - Provision of Attachment wherever required.
- Data Export
 - The system will be capable of exporting the required data into excel sheets, CSV, SQL etc.
- Integration
 - The integration will be required from several stakeholders including DG (Oil), M/O (Petroleum Division), PITC, EISRA, PBS and other associated database systems.
 - The frequency of the integration will be decided at the time of SRS.

iv) Energy Supply Module

The energy supply module would consider the supply related information of the energy products like Upstream Oil & Gas, Oil Refining, Oil Logistics, Gas Logistics, Coal Mining and Production, Coal Logistics, Power Generation, Power T & D and energy Imports (Crude/Refined Oil, Coal, LNG & LPG) related information.

| Form / component | Data Source/stakeholder's info | Frequency of Data | Description |
|--------------------|---|--|-------------|
| Upstream Oil & Gas | <ul style="list-style-type: none"> • Director General (PC) • Pakistan Petroleum Information Service (PPIS) • Pakistan Petroleum Exploration and Production Companies Association (PPEPCA) • Directorate General (Oil) • Ministry of Energy (Petroleum Division) • Directorate General (Gas) • Directorate General (LGs) • Ministry of Energy (Petroleum Division) | Monthly /Quarterly (Will be decided later) | |
| Oil Refining | <ul style="list-style-type: none"> • Pakistan Petroleum Information Service (PPIS), • Directorate General (Oil) • Ministry of Energy (Petroleum Division) retrieved from Oil Companies Advisory Council (OCAC) | Monthly /Quarterly (Will be decided later) | |

| | | |
|----------------------------|--|-------------------------|
| Oil Logistics | • Oil refineries | |
| | • Directorate General (Oil) | Monthly |
| | • Port Authorities | /Quarterly |
| | • Oil Companies Advisory Council (OCAC) | (Will be decided later) |
| | • Pakistan State Oil (PSO) | |
| Gas Logistics | • Directorate General (Gas) | Monthly |
| | • Port Authorities | /Quarterly |
| | • Gas Authorities | (Will be decided later) |
| | • Pakistan Petroleum Limited (PPL) | |
| | • Sui Distribution Companies | |
| | • Gas exploration & production companies | |
| | • Inter State Gas Company (ISGS) | |
| Coal Mining and Production | • Sindh Coal Authority (SCA) | Monthly |
| | • Thar Coal and Energy Board (TCEB) | /Quarterly |
| | • Directorate General (Minerals) | (Will be decided later) |
| Coal Logistics | • Directorate General (Minerals) | Monthly |
| | • Sindh Coal Authority (SCA) | /Quarterly |
| | • Ministry of Petroleum and Natural Resources | (Will be decided later) |
| | • Thar Coal and Energy Board (TCEB) | |
| | • Pakistan Railways | |
| Power Generation | • Private Power & Infrastructure Board (PPIB) | Monthly |
| | • National Power Parks Management Company Limited (NPPMCL) | /Quarterly |
| | • Power Plating & Monitoring Company (PPMC) | (Will be decided later) |
| | • Alternative Energy Development Board (AEDB) | |
| | • National Electric Power Regulatory Authority (EISRA) | |
| | • National Transmission & Despatch Company (NTDC) | |
| | • Pakistan Atomic Energy Commission (PAEC) | |
| | • Water & Power Development Authority (WAPDA) | |
| | • GENCOs | |
| | • K-electric (KE) | |
| | • Central Power Purchasing Agency – Guarantee (CPPA-G) | |
| | • Private Power & Infrastructure Board (PPIB) | |
| | • IPPs | |
| | • Central Power Purchasing Agency (CPPAG) | Monthly |
| Power T&D | | /Quarterly |

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> National Transmission & Dispatch Company (NTDC) Power Plating & Monitoring Company (PPMC) DISCOs K-electric (KE) | (Will be decided later) |
| Energy Import Costs (Crude Oil, Refined Products, LNG Imports, Coal Imports) | <ul style="list-style-type: none"> Federal Board of Revenue (FBR) Oil Companies Advisory Council (OCAC) Pakistan State Oil (PSO) Pakistan LNG Limited (PLL) Port Authorities | Monthly /Quarterly (Will be decided later) |

* Frequency of data will be decided at the time of SRS.

** More data sources/stakeholders could be included in addition to the already mentioned in the list.

- Reports
 - Monthly / Quarterly / Yearly supply Reports.
 - Energy Product Wise Reports
 - Summarized Reports of Energy product-wise supply.
 - Energy Supply Dashboard
 - GIS Dashboard
- Data Import
 - Historic data will be imported into the system from spreadsheets (Excel, CSV etc.).
 - Provision of Attachment wherever required.
- Data Export
 - The system will be capable of exporting the required data into excel sheets, CSV, SQL etc.
- Integration
 - Integration will be required from several stakeholders including PPIC, GENCOs, DISCOs OCAC, Port Authorities and other associated database systems.
 - The frequency of the integration will be decided at the time of SRS.

v) Economic Parameters (long & short term) Module

The economic parameter module would consider the parameters like Weather, Population, GDP, and other related information required for modelling and run both the short & long-terms forecasts:

| Form / component | Data Source/stakeholder's info | Frequency of Data | Description |
|---------------------------------|--|---|-------------------------|
| Weather Temperature Information | <ul style="list-style-type: none"> Pakistan Metrological Department (PMD) | Monthly / Daily (Will be decided later) | For short-term Forecast |

| | | | |
|-------------------------------------|---|---|-------------------------|
| Rain Information | <ul style="list-style-type: none"> Pakistan Metrological Department (PMD) | Monthly / Daily (Will be decided later) | For short-term Forecast |
| Population (Urban, Rural and Total) | <ul style="list-style-type: none"> Economic Survey of Pakistan, Finance Division (Government of Pakistan) Pakistan Bureau of Statistics (PBS) | On Demand | For long-term Forecast |
| N-CPI (Consumer Price Index) | <ul style="list-style-type: none"> PBS | On Demand | For long-term Forecast |
| GDP | <ul style="list-style-type: none"> Economic Survey of Pakistan, Finance Division (Government of Pakistan) Macroeconomic Section, M/o PD&SI State Bank of Pakistan (SBP) | On Demand | For long-term Forecast |

* Frequency of data will be decided at the time of SRS.

** More data sources/stakeholders could be included in addition to the already mentioned in the list.

- Reports
 - Summarized Weather Data along with population, GDP and N-CPI etc.
- Data Import
 - Historic data will be imported into the system from spreadsheets (Excel, CSV etc.).
 - Provision of Attachment wherever required.
- Data Export
 - The system will be capable of exporting the required data into excel sheets, CSV, SQL etc.
- Data Integration
 - Up-to-date weather data from PMD will be linked with the Economic module to provide real-time data.
 - On demand data of population, N-CPI and GDP from Economic Survey of Pakistan, PBS and Finance Division will be linked with the Economic module to provide the required data sets.

vi) Emissions and Carbon Footprints Module

The emissions and carbon footprints module would consider the parameters like the emission of greenhouse gases and total carbon footprints produced through different energy-related activities.

| Form / component | Data Source/stakeholder's info | Frequency of Data | Description |
|-----------------------|---|--|-------------|
| Emissions information | <ul style="list-style-type: none"> Provincial Environmental Protection Departments. (EPDs) Pakistan Environmental Protection Agency (PEPA) National Energy Efficiency and Conservation Authority (NEECA) | Monthly /Quarterly (Will be decided later) | |

| | | |
|-------------------------------|---|--|
| Carbon footprints information | <ul style="list-style-type: none"> Ministry of Climate Change (MoCC), Government of Pakistan Global Climate Change Impact Studies Centre (GCISC) | Monthly /Quarterly (Will be decided later) |
| | <ul style="list-style-type: none"> Provincial Environmental Protection Departments. (EPDs) Pakistan Environmental Protection Agency (PEPA) National Energy Efficiency and Conservation Authority (NEECA) Ministry of Climate Change (MoCC), Government of Pakistan Global Climate Change Impact Studies Centre (GCISC) | |

* Frequency of data will be decided at the time of SRS.

** More data sources/stakeholders could be included in addition to the already mentioned in the list.

- Reports
 - Summarized emissions/carbon footprints data
- Data Import
 - Historic data will be imported into the system from spreadsheets (Excel, CSV etc.).
 - Provision of Attachment wherever required.
- Data Export
 - The system will be capable of exporting the required data into excel sheets, CSV, SQL etc.
- Data Integration
 - Up-to-date data from EPD, PEPA and NEECA will be linked with the module to provide the required data.

vii) Dashboards / Portals

- Main Dashboards will be accessible to Member, Energy, DCPC, Honorable Minister and higher management of Planning Commission.
 - Main Dashboard includes statistical information of Supply and Consumption data of Energy products, Graphical display and GIS-based charts etc.
 - Analysis & Statistical data for Decision Making of Energy Products related information like Sector-wise, product wise, monthly/quarterly/yearly etc will be available.



(Web Portal of the Proposed EIS Solution (Sample))

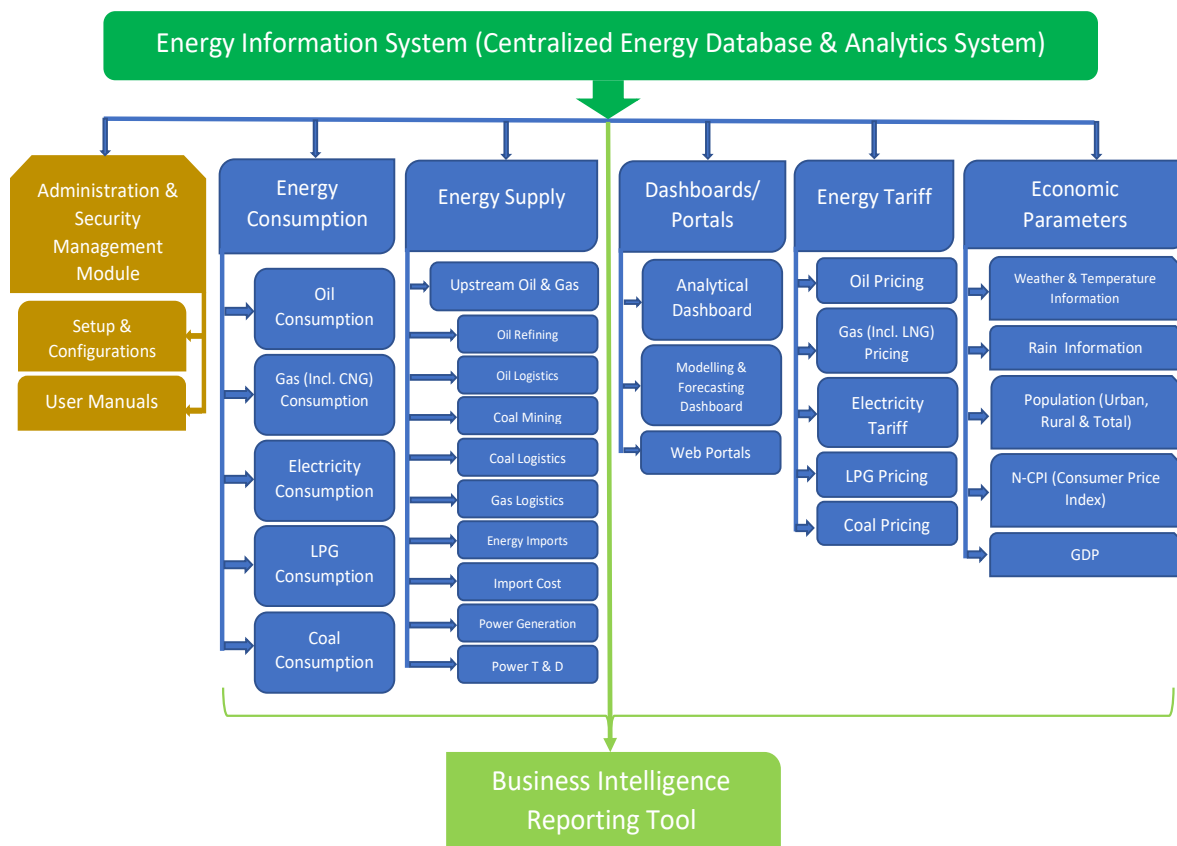
- Modelling and Forecasting Dashboard: The dashboard includes details about assumptions and estimation methodology:
 - Estimation Methodology: SARIMAX (Seasonal Arima with control variables)
 - Control variables for Energy Forecast: GDP (total and sector), Population (Urban, Rural), Energy prices, Weather (temperature and precipitation)
 - Forecasting Numbers (graph for all fuels and electricity)
- Web Portal
 - Web Portal will be developed with a self-service option for energy-related organizations to provide their consumption and energy pricing data.
 - The web portal will provide the historical data to the relevant stakeholders along with different summarized and graphical information.
 - Nominated Focal persons will only be able to use the Web Portal by using the dedicated credentials.
 - Public Portal will be developed to display the relevant information.
- Geographical Information System (GIS) Dashboard
 - The GIS dashboard will present a view of geographic information of all the energy related data that allows us to monitor the events, helps in making the critical decisions and observe the trends. GIS dashboards are designed to display multiple visualizations that work together on a single screen.

viii) Business Intelligence Reporting Tool

Business Intelligence Reporting Tool is a reporting server with a web portal which helps in display and manage the IEP related data reports, it comes with the tools to create Business Intelligence Reporting Tool reports, paginated reports, mobile reports, and other defined KPIs. The authorized users will be able to access these reports in different ways: viewing them in a web browser or mobile device, or receive as an email in their inbox. BI reports will also help the stakeholders in:

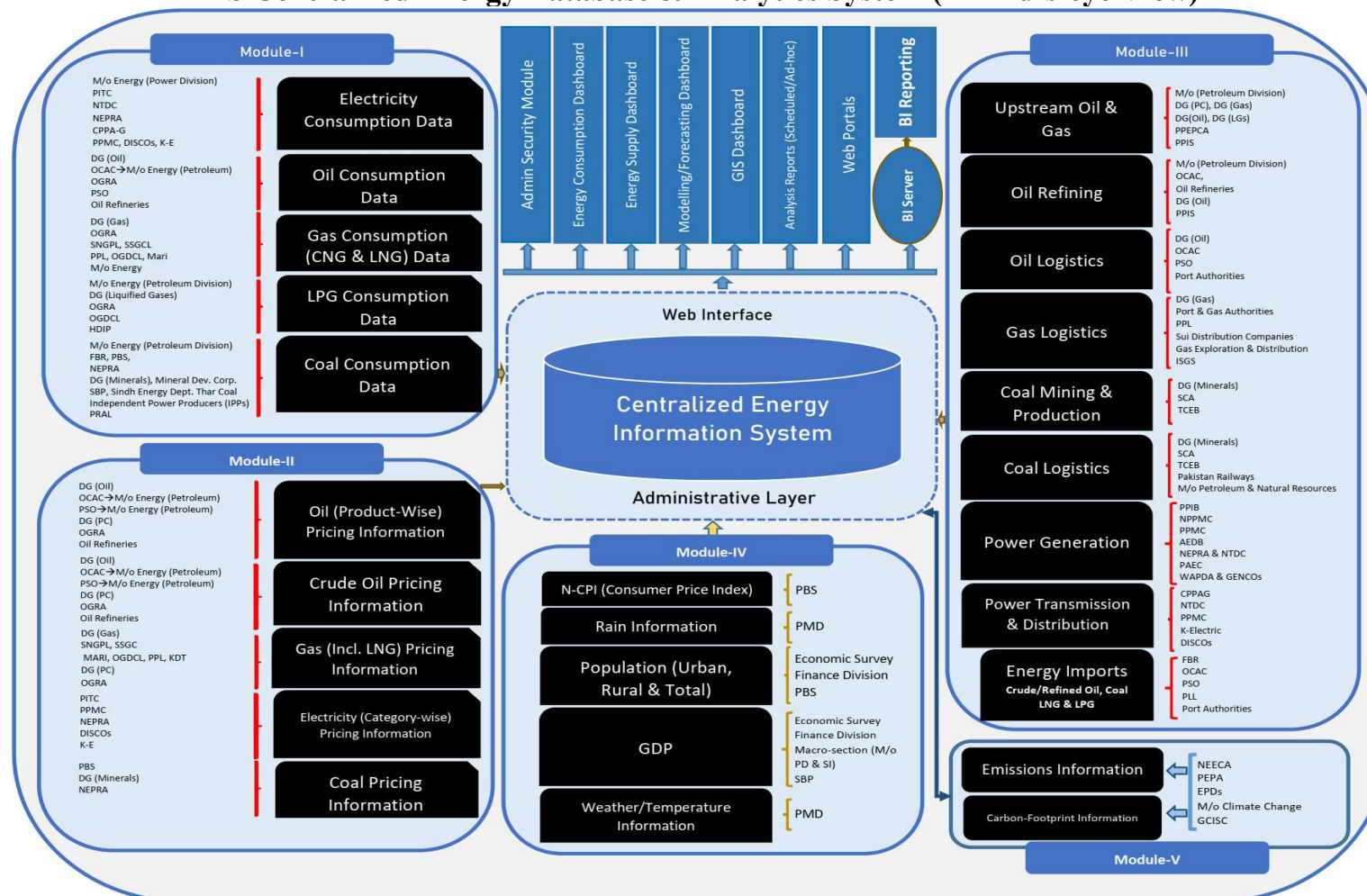
- Improve and transform the way sustainable energy is managed and generate value across energy production, supply, distribution, and consumption using data-driven insights.
- Improve an organization's business operations through the use of relevant data. The organizations which effectively employ BI tools and techniques can translate their collected data into valuable insights about their business processes and strategies.

EIS Centralized Energy Database & Analytics System (A Bird's-eye View)

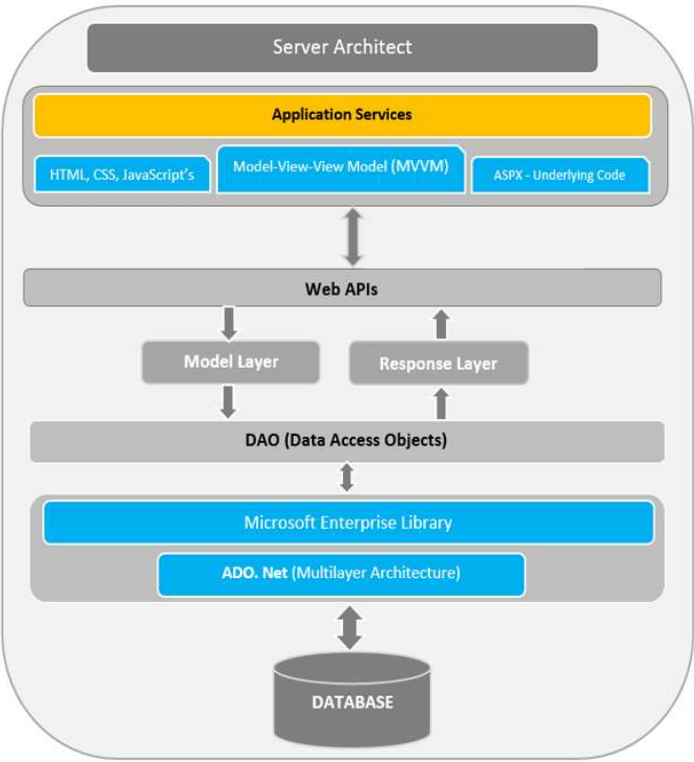


Energy Information System (Centralized Energy Database & Analytical System) for Financial Year 2023-24

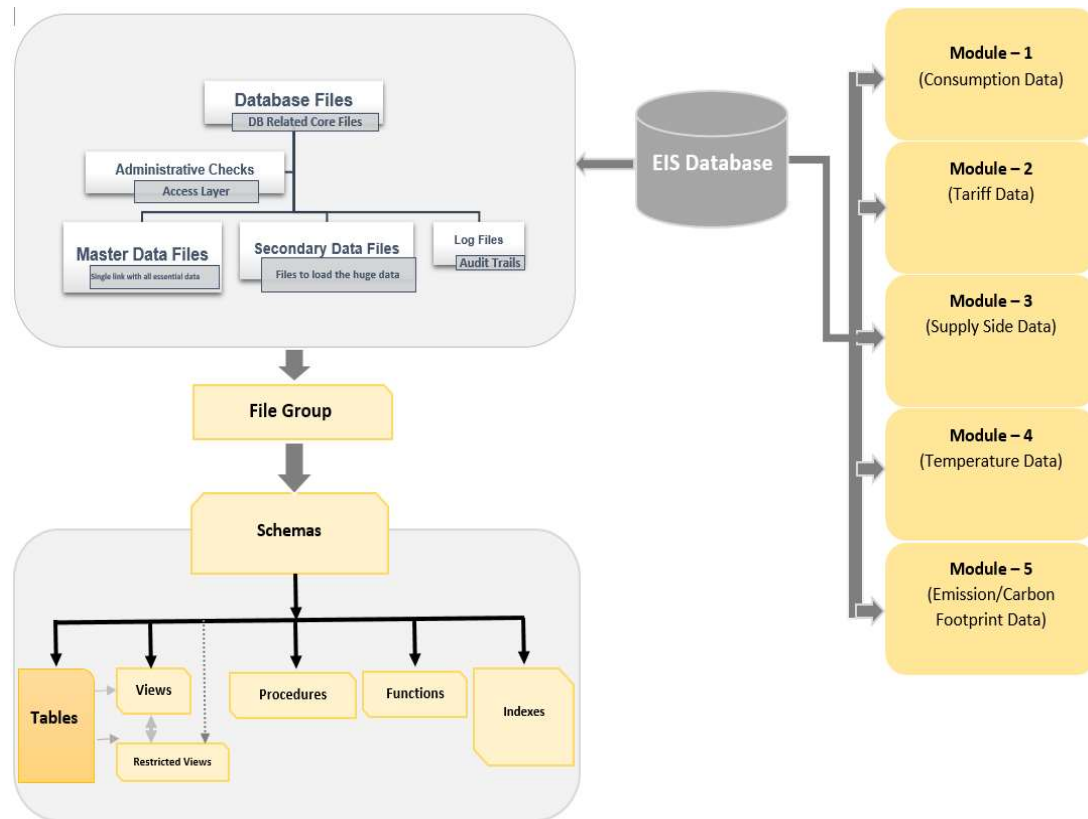
EIS Centralized Energy Database & Analytics System (A Bird's-eye View)



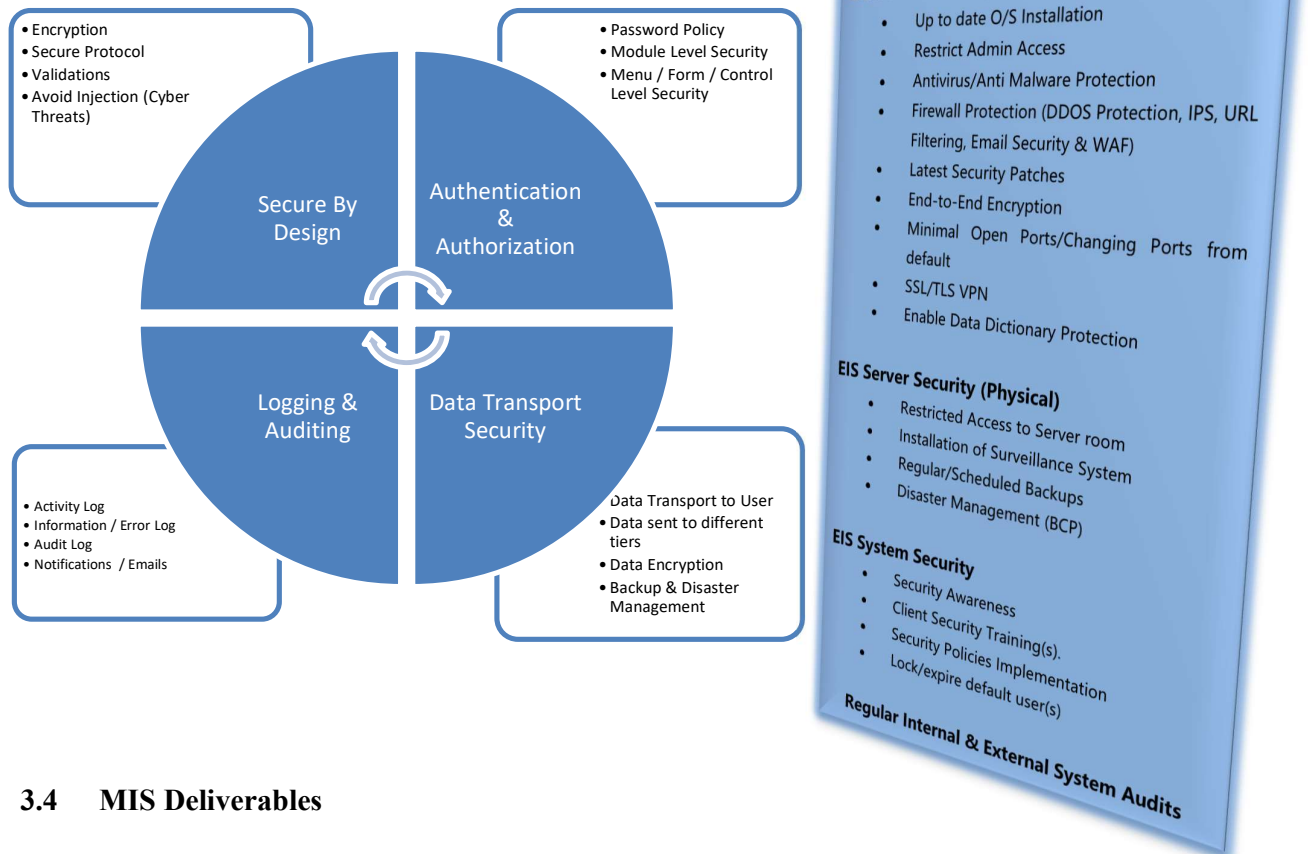
EIS Proposed Application Architect



Proposed Data Storage Diagram



EIS Security (Server & System) Protocols



3.4 MIS Deliverables

The contractor will be hired to develop the software according to the latest tools and technologies available. Software development would be carried out through the use of agile methodologies or the latest software development models. There will be chances of multiple iterations of the development life cycle to fulfil the requirements of end-users and evolve the customized solution.

| Sr. | PLC / SDLC Phases | Artifacts / Deliverables |
|-----|-------------------------------|---|
| 1 | Project Planning & Monitoring | <ul style="list-style-type: none"> • Project Plan (Including Scope, Timelines, Stakeholder Register, Communication Plan, Gantt Chart) • Provide Development Team skills & details. • Project Progress Documents, Development Progress, Implementation Progress Docs • Agile methodologies or latest software development models |
| 2 | Requirement & Analysis Phase | <ul style="list-style-type: none"> • The contractor shall customize the software for IEP requirements including the formats of reporting templates and interface. - Software Analysis Document (SAD) - Software Requirement Specification (SRS) - All artefacts and flow will be according to object-oriented principles. - Class diagrams, sequence diagrams, use case diagrams. - Requirement Traceability matrix |

| | | |
|----|----------------------|---|
| 3 | Design Phase | <ul style="list-style-type: none"> - Architecture details, logical and physical design of the application - The technical document includes coding methodology, naming conventions, data dictionary, controls list, process flows etc. |
| 4 | Development Phase | <ul style="list-style-type: none"> • All development will be on the latest tools & technologies, framework and architecture, and standardized development techniques. • The application will be integrated with the relevant energy related stakeholders with API or Database connectivity wherever required, able to Integrate with other modules and scalable to upcoming future modules. • Web-based Responsive GUI Design for (Computers / Laptop , Mobile / Tablet) |
| 5 | Testing Phase | <ul style="list-style-type: none"> • The contractor will test the completed application and provide a bug-free application for smooth functioning for the sites ready according to the rollout plan. • Test Case Document • Applications performance on 8 quality metrics (Quality Matrix Report). • QA / Bug Reports • Results of Performance, Load & Stress Testing |
| 6 | Deployment Phase | <ul style="list-style-type: none"> • A completely customized web application will be deployed according to IEP requirements. • Complete Source Code will be provided by the contractor to IEP Authorized Official. • Compatible with Top browsers. • Help Materials • Code-level training to Super Admin User designated by IEP. • Relevant Licenses will be provided by the selected firm. |
| 7 | Implementation Phase | <ul style="list-style-type: none"> • Implementation Plan will be provided by the contractor. • Code level tutorials shall be conducted by the contractor to the nominated IT persons identified by the purchaser. • The contractor will provide training to all focal persons of the Planning Commission, relevant stakeholders, and end-users on MIS. • User Manual, Video Tutorials, Guide of the modules |
| 8 | Change Management | <ul style="list-style-type: none"> • Change Sheets / Summaries • Configuration Management • All documentation according to the change management Principles. |
| 9 | Support | <ul style="list-style-type: none"> • 12 Month Support will be provided after Issuance of the Completion Certificate • One (1) year Support & Maintenance through Help Desk Attendant on required location. • Tracking Tool will be used by supplier to response the bugs / changes. |
| 10 | Other Deliverables | <ul style="list-style-type: none"> • All Artifacts / Deliverables according to PMI, CMMI and IEEE Principles. • Security Compliance Certificate for the authenticity of code (Preferred). • Encryption of data, data traffic on network/internet. • Provision of SSL |
| 11 | Other Info / Note | <ul style="list-style-type: none"> • Application will be developed on IEA or EIA standards. |

| | | |
|----|-----------------|--|
| | | <ul style="list-style-type: none"> • No Inline queries will be involved to avoid heavy traffic, slow performance, and SQL Injection. • 20 years of energy-related data will be stored & populated in the Database. • 50-100 concurrent users can be connected with the system. • More focus on application performance and optimization. • Frequency and time of Schedule Tasks will be decide during project execution and post deployment stages and easily configurable by PA. |
| 12 | Backup Strategy | <ul style="list-style-type: none"> • Complete BAR (Backups, Archiving & Restoration) Solution • Automated Scheduling & Ease-of-use • Multiple Backup strategies will be followed like Backup devices, backup server etc. • Configuration of Recovery Server at different location/site. |

3.5 Tools & Technologies

| Sr. | Tools | Details |
|-----|-------------|---|
| 1 | Database | <ul style="list-style-type: none"> • Microsoft SQL SERVER Latest Version (Licensed) • ETL for Data processing |
| 2 | Programming | <ul style="list-style-type: none"> • Visual Studio .Net 4.5 or Higher • MVC or MVVM or Latest Framework • Latest Design Patterns • Single Page Application • Responsive Web Design |
| 3 | Reports | <ul style="list-style-type: none"> • SQL Reporting Services or Crystal Reports or Latest Reporting Tool |

3.6 Phases (Module-Wise)

| Sr. | Phase | Modules |
|-----|---------|--|
| 1 | Phase 1 | <ul style="list-style-type: none"> • Administration & Security Management Module • Energy Consumption Module • Energy Tariff Module • Dashboards / Portals |
| 2 | Phase 2 | <ul style="list-style-type: none"> • Energy Supply Module • Economic Parameters Module • Emissions and Carbon Footprints Module • Dashboards / Portals |

3.7 Timelines

| Sr | Phase | Modules | Timelines |
|----|---------|--|-----------|
| 1 | Phase 1 | <ul style="list-style-type: none"> ▪ Requirement Gathering Phase ▪ Development Phase <ul style="list-style-type: none"> ○ Administration & Security Module ○ Energy Consumption Module ○ Energy Tariff Module ○ Dashboards / Portals ▪ Implementation & Training | 4-5 Month |

| | | | |
|---|---------|--|------------|
| 2 | Phase 2 | ▪ Requirement Gathering Phase | 4-5 Months |
| | | ▪ Development Phase | |
| | | ○ Energy Supply Module | |
| | | ○ Economic Parameters Module | |
| | | ○ Emissions and Carbon Footprints Module | |
| | | ○ Dashboards / Portals | |
| | | ▪ Implementation & Training | |

3.8 Payment Terms

| Sr. | Modules / Phases | Payment Terms |
|-----|---|---------------|
| 1 | Mobilization Advance | 10% |
| 2 | Successful completion of development of Phase I | 20 % |
| 3 | Successful completion of development of Phase II | 20 % |
| 4 | Successful completion of Integration with respective database systems. | 20% |
| 5 | Successful completion of Demonstration / Hands-on Training | 10 % |
| 6 | Successful completion of the EIS Project with respect to fulfil of all deliverables | 10 % |
| 7 | Completion of Maintenance Period | 10% |

EIS - Project Timeline (Template)

| Sr. | Phase / Components | Working Days | Start Date | End Date | Resources |
|-----|--|--------------|------------|----------|-----------|
| | SRS Document | | | | |
| 1 | SRS Document contains User Module, Energy Consumption, Tariff Module requirements | | | | |
| 2 | SRS Document contains Energy Supply, Economic Parameters Module, Dashboard / Portals | | | | |
| | Development | | | | |
| 3 | Administration & User Module | | | | |
| 4 | Energy Consumption Module | | | | |
| 5 | Energy Tariff Module | | | | |
| 6 | Energy Supply Module | | | | |
| 7 | Economic Parameters, Dashboards / Portals | | | | |
| | Testing | | | | |
| 8 | GUI / Unit Testing | | | | |
| 9 | Process Testing / Rectification | | | | |
| | Deployment | | | | |
| 10 | Deployment & Testing on Server | | | | |
| | Implementation | | | | |
| 11 | Demonstration / Trainings - Phase 1 | | | | |
| 12 | Demonstration / Trainings - Phase 2 | | | | |

Note: Timelines will be filled in by the suppliers / vendors / firms, also Gantt chart will be provided by the bidders/firms.

3.10 Bill of Quantity (BOQ)

| Sr | Item Description | Qty | Mandatory Requirement(s) | Warranty |
|----|--|-----|--|--|
| 1. | <p>Centralized Database and Energy Information System including:</p> <ul style="list-style-type: none"> • Installation , Commissioning, Deployment, Integration, Customization of the EIS • Training to all relevant stakeholders and Focal person at Planning Commission • Twelve (12) Months Support at the spot. • Media with Source Code. • License(s) wherever it required <p>Permission /Access Level: Planning Commission Focal persons, Energy relevant stakeholders, Administrators, Super Administrator</p> | 01 | <p>i. Customizable for Government Business Rules and IEP defined reporting templates and interface.</p> <p>ii. User Training to all Focal Persons at all Locations</p> | One (1) year Support & Maintenance through Help Desk Attendant on required location. |

3.11 Financial Proposal

Financial Proposals must be substantially in the form of the Cost Worksheet provided below. Bidders must itemize all costs associated with providing the required deliverables and services in a tabular format similar to the following. Only those bids will be entertained which fulfil the above shortlisting / eligibility criteria.

Currency: Pak Rupees

| Sr. | Item | Specifications / Details | Unit Price Rs. | Qty. | Total Amount | Total Amount Including All Taxes. |
|---|---|--------------------------|----------------|------|--------------|-----------------------------------|
| 1 | <p>Centralized Database and Energy Information System including:</p> <ul style="list-style-type: none"> • Installation, Commissioning, Deployment, Integration, Customization of EIS • Training to all relevant stakeholders and Focal person at Planning Commission • Twelve (12) Months Support at the spot. • Media with Source Code. • License(s) wherever it required <p>Permission /Access Level: Planning Commission Focal persons, Energy relevant stakeholders, Administrators, Super Administrator</p> | | | 1 | | |
| Total Cost of Software included all applicable taxes | | | | | | |

Amount in words _____

Submitted by: _____ Signature _____

Company Seal _____ Date: _____

Supply Schedule:**a. For supply of system:**

| Mode of Penalty | 100% Quantity as per Work Order | Total Delivery Period |
|-----------------|---|-----------------------|
| Without penalty | Phase wise schedule mentioned in clause 3.7 (timelines) | 12 Months |

b. Liquidated Damages / Penalty

- i) Wherein the Supplier fails to complete deliveries as per work order and within the stipulated time frame specified in the Schedule of Requirements/ Contract, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii) After the cancellation of the Contract no supplies shall be accepted and the amount of Performance Guarantee/ Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to supply the whole consignment and not able to deliver to the destination, the entire amount of Performance Guarantee/ Security shall be forfeited to the Purchaser account and the firm shall be blacklisted minimum for two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent work orders or extension in time allowed by the Purchaser for performance of obligations under the Contract.
- v) Extension in the delivery period (if any) will be considered by the Purchaser on a case-to-case basis and strictly in accordance with PPRA Rules.

vi) Extensions in time for performance of obligations under the Contract

If the Supplier encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Supplier shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Supplier, extend the Supplier's time for performance of its obligations under the Contract.

c. Incidental Services

The bidders are required to either incorporate or quote separately the costs of following incidental services being part of the contract, if applicable.

- i) **Installation:** Supplier will install the complete IT Software Solution at the designated place of work, free of charge, give test-run and if required, will impact on job training.
- ii) **Test-Run/ Commissioning:** The complete IT Software Solution will be subjected to test-run after commissioning.
 - a) The Purchaser shall inspect and test the System supplied, the Services provided, or the Works carried out, under the Contract, to verify their conformity to the Technical Terms of Reference (TORs).
 - b) The inspections and tests shall be conducted at the premises of the Purchaser.
 - c) The Purchaser may reject the System, the Services or the Works if they fail to conform to the Technical Terms of Reference (TORs), in any test(s) or inspection(s) and the Contractor shall either replace the rejected System, Services or Works or make all alterations necessary to meet the Technical Terms of Reference (TORs), within time specified by the Purchaser and free of cost to the Purchaser.
 - d) The Purchaser's post-delivery right to inspect, test and, where necessary, reject the System shall in no way be limited or waived by reason of pre-delivery inspection, testing, or passing of the System.
 - e) Nothing contained in any clauses of this document, in any way, releases the Contractor from any Warranty or other obligations under the Contract.
- iii) **Staff Training:** Where required, on-the-job training to be provided to all relevant energy related stakeholders/users on the IT complete Software Solution to be provided.
- iv) **Maintenance:** Supplier will be responsible for complete maintenance of the IT complete Software Solution for one complete year starting from the date of installation/test-run.
 - a) The Contractor shall ensure that the System/sub-systems provided by the Contractor, under the Contract are standard and of exact Terms of Reference (TORs) and incorporate all recent improvements in design unless provided otherwise in the Contract.
 - b) The Contractor shall further ensure that the System/sub-systems provided by the Contractor, under the Contract shall have no bug, defect, arising from design,

installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided services.

- c) The Contractor shall ensure the availability of fixation and technical assistance for at least one year, without major changes, after the completion of final acceptance.

- v) **After Sales Service:** Supplier will provide after sales service from trained and qualified technical staff, free of charge for one complete year after the date of installation / test-run.

d. Warranty

- i. The Contractor shall warrant to the Purchaser that the System/Services provided by the Contractor, under the Contract are as per Terms of References (ToRs), un-altered in any way, of the most recent or current model, and incorporate all recent improvements in design, unless provided otherwise in the Contract.
- ii. The Purchaser retains the right to enter/or not into annual maintenance contract with the Supplier.
- iii. The Warranty Period shall start from the date of installation / configuration / deployment of the System on site.
- iv. The Purchaser shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty.
- v. The Contractor shall, within the prescribed time period, after receipt of such notice, repair, replace or upgrade/fix the defective / malfunctioning system or sub-system thereof on site, without any cost to the Purchaser.

e. Additional instructions (If applicable)

- i. Any license(s) of the patent software will be the responsibility of the supplier/manufacturer to purchase and provide to the purchaser.
- ii. Complete literature on working, installation, maintenance to be provided in English language.
- iii. Training in working of the Software solution and normal/minor repair, troubleshooting will be arranged by the supplier, for Purchaser's staff at the purchaser's location, at the time of provisioning the complete solution.
- iv. Source code will be considered as a propriety of the purchaser (Government of Pakistan in this case) and supplier/manufacturer will be bound not to produce or provide it further to any third party in any case.

SECTION-IV

STANDARD FORMS

| | |
|---------------------|--|
| TECH FORM 1: | Technical Proposal Cover Letter |
| TECH FORM 2: | Bid Cover Sheet |
| TECH FORM 3: | Affidavit |
| TECH FORM 4: | Eligibility of the Bidders & Goods |
| TECH FORM 5: | Manufacturer/Distributor's Authorization |
| TECH FORM 6: | Integrity Pact |
| TECH FORM 7: | Summary of Similar Contracts/ Projects |
| TECH FORM 8: | CVs of Technical Resources |
| FIN FORM 1: | Financial Proposal Cover Letter |
| FIN FORM 2: | Price Schedule |

TECH FORM 1

Technical Proposal Submission Form

[Location, Date]

To

Project Director

Integrated Energy Project for SD in Energy Wing,

Ministry of Planning, Development & Special Initiatives (MoPD&SI), Islamabad

Dear Sir,

Reference Bid No. _____ (as in Clause 2.1), we, the undersigned, offer to provide the *required IT Software Solution* in accordance with your Bidding Document dated **(insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide the complete Software Solution related to the assignment as per the required Terms of Reference (TORs) and in the duration specified in the Bidding Document. Furthermore, we also assure us of providing after sales service, onsite support and training for supplied IT Software Solution as per requirements mentioned in this Bidding Document.

We also confirm that the Government of Pakistan / Provincial Government have not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Bid Document.

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

TECH FORM 2
BID COVER SHEET

Bid Ref. No. -----

Date-----

Name of the Supplier/Firm/ Contractor: -----

Address: -----

E-mail:-----

Phone:-----

Facsimile: -----

Bid Security attached with Financial Bid

YES

NO

Bid for:

: All Items mentioned in the Schedule of Requirements

| S. No. ¹ | Name of the Item |
|---------------------|------------------|
| | |
| | |
| | |
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| | |
| | |
| | |
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| | |

Signed:

Dated:

Official Stamp:

¹The Serial No. of the item as mentioned in the Technical Terms of Reference (TORs).

TECH FORM 3

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the Bidding Document and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The System that we propose to supply under this contract are eligible System within the meaning of Clause 6 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 4 and 35 of the ITB of the Bidding Documents.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
- 6) The undersigned have not paid nor have agreed to pay any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) The undersigned has no dispute anywhere in the country regarding supplies.
- 9) The undersigned agree to give a warranty with repair and parts for 01 year and after sale service without parts for 02 years. (Total services for 03 years).

We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed

Note: The affidavit must be on judicial stamp paper of Rs. 50/- by the Executive of the Firm & attested by Oath Commissioner.

TECH FORM 4

Name of the Firm Bid

Reference No:

Date of opening of Bid.

Documentary Evidence: Eligibility of the Bidders and System

| Required Documentation | Checklist (To be initialed by the Bidder against each document) | Relevant Page Number in the Bid (To be filled by the Bidder) | Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement) |
|---|--|---|--|
| Column:1 | Column:2 | Column:3 | Column:4 |
| Covering Letter on Company Letterhead along with assurance that: <ul style="list-style-type: none"> System/ services offered comply to the technical Terms of Reference (TORs) in this Bidding Document; and, after sales service, onsite support and licensing will be provided as per requirements mentioned in this Bidding Document | | | |
| Letter of Manufacturer's authorization | | | |
| Partnership Deed (where applicable) | | | |
| NTN Certificate | | | |
| GST Certificate | | | |
| Affidavit (Non Blacklisted) | | | |
| Audit Financial Reports | | | |

TECH FORM 5

MANUFACTURER / DISTRIBUTOR'S/RESELLER AUTHORISATION¹

To: [Name &Address of the Procuring Agency]

WHEREAS [name of the Manufacturer] who are established, reputable & successful in bidding process [name and/or description of the System] having factories at [address of factory] do hereby authorize [name and address of Supplier/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the System manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 13 of the Instructions to the Bidders (ITB) Terms & Conditions for the System offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

¹ This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent to do so. It should be included by the Bidder in its bid.

TECH FORM 6

Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIES OF SYSTEM, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.000-MILLION OR MORE**

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

(Buyer)

(Seller/ Supplier)

TECH FORM 7

Format for Summary of Similar Contracts/ Projects (Completed & Ongoing)

Name of Firm/ Bidder: _____

| S # | Name of Contract/ Projects | Client's Name | Location / Province / Country | Contract Cost (Rs. In Million) | Contract/ Project Duration | | Completed as | Addition al Informa tion (If any) | Remarks |
|--------|----------------------------------|------------------|-------------------------------------|---|-------------------------------|---------------------|-----------------|---|---------|
| | | | | | Start Date | Completi on Date | Single Firm | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |

TECH FORM 8**Format for CV-One Pager (Technical Resources)**

| | |
|--------------------|--|
| Name | |
| Designation | |

Education

| Degree | Year | Institution Name | Subject |
|---------------|-------------|-------------------------|----------------|
| | | | |

Certifications/ Trainings:

- 1.
- 2.

Experience:

- **Total IT Experience (Years):** _____
- **Details of IT Experience:**

| Company Name | Designation / Position | Experience Years / Months |
|---------------------|-------------------------------|----------------------------------|
| | | |

FIN FORM 1

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To

Project Director

Integrated Energy Project for Sustainable Development in Energy Wing,

Ministry of Planning, Development & Special Initiatives (M/o PDSI), Islamabad

Dear Sir,

Reference Bid No. ____ (as in Clause 2.1), we, the undersigned, offer to provide the complete IT Software Solution in accordance with your Bidding Document dated _ (insert date) _ and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes and charges.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid/ proposal.

We also declare that the Government of Pakistan or Provincial Governments have not declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

FIN FORM 2**Price Schedule**

(To be provided to the Procuring Entity)

User Note: This form is to be filled in by the Bidder and shall submit with Financial Proposal.

Name of the Firm:

Bid. Ref. No: _____

Date of opening of Bid. _____

| S. No. | Name of the Item | No. of Units | Unit Price | Total Value | Applicable Taxes | Total Price (Inclusive of all taxes) |
|--------|---------------------|--------------|------------|-------------|------------------|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | 3*4 | | 5+6 |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| | GRAND TOTAL: | | | | | |

GRAND TOTAL PRICE: -----
(Both in figures and words)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

SECTION-V

Eligible Countries

Section V: Eligible Countries

Country Eligibility for the Provision of System, Works and Services

As an exception, firms of a Country or System manufactured in a Country may be excluded if:

- 1) As a matter of law or official regulation, **the Purchaser's Country prohibits commercial relations with that Country**, provided that the Procuring Entity is satisfied that such exclusion does not preclude effective competition for the supply of the System or Works required, or
- 2) By an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's Country prohibits any import of System from that Country or any payments to persons or entities in that Country.
- 3) For the information of Purchasers and bidders, at the present time firms, System and services from the **following countries are excluded** from this bidding:
 - **Israel**
 - **India**
- 4) The bidder shall provide the complete IT solution mentioned in BOQ of Made in Pakistan "or" otherwise mentioned the country of origin (Country of Manufacture) of the offered / quoted & all allied accessories. Any software solution, licensing, or equipment or any of its unit components quoted by the bidders must not be manufactured in Israel or India. Furthermore, the Bidder / Principal must not have any linkages with Israel or India regarding ownership, sponsoring and financing. In case any item may not confirm its country of origin, the bidder will provide the relevant documents to confirm the make and manufacturer. (if any item during course of execution may not confirm about its make, then bidder shall provide an affidavit in this regard).

The bidder shall provide Undertaking of no business relations, manufacture, technical assistance etc. from Israel & India pertaining.

CONTRACT FOR SERVICES

Provided for the Development of

**ENERGY INFORMATION SYSTEM
(CENTRALIZED ENERGY DATABASE & ANALYTICAL
SYSTEM)**

FOR PROJECT

**“INTEGRATED ENERGY PLANNING (IEP) FOR SUSTAINABLE
DEVELOPMENT”**

between

**INTEGRATED ENERGY PLANNING (IEP) FOR SUSTAINABLE
DEVELOPMENT, PLANNING COMMISSION, MINISTRY OF
PLANNING, DEVELOPMENT & SPECIAL INITIATIVES,
ISLAMABAD, GOVERNMENT OF PAKISTAN**

and

Successful Bidder (***)**

CONTRACT FOR SERVICES
FOR THE DEVELOPMENT OF
ENERGY INFORMATION SYSTEM (CENTRALIZED ENERGY DATABASE &
ANALYTICAL SYSTEM) FOR THE PROJECT - “INTEGRATED ENERGY
PLANNING (IEP) FOR SUSTAINABLE DEVELOPMENT”

THIS CONTRACT (hereinafter called the “Contract”) is entered into this on xth day of the DD-MM-YYYY, by and between the “Procuring Agency (PA)/Client” named XXXXXXXX which expression shall include the successors, legal representatives and permitted assigns) having its principal place of business at XXXXXXXX and, on the other hand, XXXXXXXX (“hereinafter called the Supplier” which expression shall include the successors, legal representatives and permitted assigns) having its head office located at XXXXXXXX.

WHEREAS, The PA wishes to have the Supplier Performing the Services hereinafter referred to, and

WHEREAS, The Supplier is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annexure-A: “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“The Services”).
- (ii) The Supplier shall provide the required services as per the **General Conditions of the Contract, Special Conditions of the Contract, and Annexures** which are made an integral part of this contract.

Annexure-A Terms of Reference & Scope of Services

Annexure-B Payment Schedule

Annexure-C Team Composition (*will be provided by successful bidder*)

Annexure-D Preliminary Project Plan (*will be provided by successful bidder*)

Annexure-E Confidentiality and Non-Disclosure Provisions

2. Duration of Contract

The Supplier shall complete all the deliverables within XXXXX from the Commencement date, which may be extended upon mutual consent of both parties.

3. **Payment Terms**

A. Ceiling

For Services rendered pursuant to Annex-A, the PA shall pay the Supplier an amount not to exceed **XXXXXXX** *inclusive of all government applicable taxes & duties*. This amount has been established based on the understanding that it includes all of the Supplier's costs and profits as well as any tax & duties obligation that may be imposed on the Supplier.

B. Payment Conditions

Payment shall be made in *Pakistani Rupees*, no later than 60 days following the submission of the Supplier invoices in duplicate to the coordinator designated.

4. **Project Administration**

A. Coordinator

The PA designates **Focal Person EIS** as PA's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

5. **Performance Standard:**

The Supplier undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Supplier shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

6. **Confidentiality:**

The Supplier shall not, during the term of this Contract and after its completion, disclose any proprietary or confidential information relating to the Services, this Contract, or the PA's business or operations without the prior written consent of the PA.

7. **Ownership of Material:**

Any studies, reports, or other material, graphics, software, or otherwise, prepared by the Supplier for the PA under the Contract shall belong to and remain the property of the PA. The Supplier may retain a copy of such documents and software till the completion of post-deployment support.

8. Assignment:

The Supplier shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.

9. Law Governing Contract and Language:

The Contract shall be governed by the Law of the Islamic Republic of Pakistan and the language of the contract shall be English.

10. Dispute Resolution:

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

Signatories

For the PA

XXXXX

Signature: _____

Name: _____

Title: _____

Date: _____

For the Supplier

XXXXX

Signature: _____

Name: _____

Title: _____

Date: _____

Witness

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS OF THE CONTRACT (GCC)

| | | | |
|----|--------------------|-----|---|
| 1. | Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | | a) | “Authority” means the Public Procurement and Regulatory Authority |
| | | b) | The “Arbitrator” is the person or committee appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 45 hereunder. |
| | | c) | The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| | | d) | The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC . |
| | | e) | “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. |
| | | f) | “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC . |
| | | g) | The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. |
| | | h) | “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the condition's precedent stipulated in GCC Clause 5 . |
| | | i) | “Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC . |
| | | j) | “Related Services” means those services ancillary to |

| | | | |
|--|--|----|--|
| | | | the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance, and other such obligations of the Supplier covered under the Contract. |
| | | k) | "GCC" means the General Conditions of Contract contained in this section. |
| | | l) | "Intended Delivery Date" is the date on which it is intended that the Supplier shall affect delivery as specified in the SCC. |
| | | m) | "Information System," means all the Information Technologies, including software and hardware, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract |
| | | n) | "SCC" means the Special Conditions of Contract. |
| | | o) | "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. |
| | | p) | "Project Name" means the name of the project stated in SCC. |
| | | q) | "Day" means calendar day. |
| | | r) | "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government. |
| | | s) | "End User" means the organization(s) where the goods will be used, as named in the SCC. |
| | | t) | "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially |

| | | | | |
|----|---------------------------------------|-----|---|---|
| | | | | different in basic characteristics or in purpose or utility from its components. |
| | | | u) | <p>“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> |
| | | | v) | “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. |
| | | | w) | The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency. |
| 2. | Application and interpretation | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. | |

| | | | |
|----|-----------------------------|-----|--|
| | | 2.2 | In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. |
| | | 2.3 | <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract. |
| 3. | Conditions Precedent | 3.1 | <p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. |
| | | 3.2 | If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect; |
| | | 3.3 | If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date. |

| | | | |
|----|---|-----|---|
| 4. | Governing Language | 4.1 | The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation. |
| 5. | Applicable Law and Effectiveness of the contract | 5.1 | The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC. |
| | | 5.2 | The Contract shall be effective from the date specified in the SCC. |
| 6. | Country of Origin | 6.1 | The origin of goods and services making information systems may be distinct from the nationality of the Supplier, as stated in the SCC. |
| 7. | Scope of the Information System | 7.1 | Unless otherwise expressly limited in the SCC or Technical Requirements, the Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed and Finalized Project Plan |
| | | 7.2 | The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract. |
| | | 7.3 | The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings |

| | | | |
|----|------------------------------------|-----|--|
| 8. | Supplier's Responsibilities | 8.1 | The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. |
| | | 8.2 | The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring agency and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date Seven (07) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract |
| | | 8.3 | The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination. |
| | | 8.4 | The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Procuring agency's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring agency and that are necessary for the performance of the Contract. |

| | | | |
|--|--|-----|--|
| | | 8.5 | The Supplier shall comply with all laws in force in the Procuring agency's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring agency from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. The Supplier shall not indemnify the Procuring agency to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring agency. |
| | | 8.6 | The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor. |
| | | 8.7 | Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin in a country that shall be an Eligible Country. |
| | | 8.8 | The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. |
| | | 8.9 | The Supplier shall hold the PA's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests. |

| | | | |
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| | | 8.10 | The Payment of the Supplier made by the PA shall be the Supplier's only Payment in connection with this Contract or the Services, and the Supplier shall not accept for their benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional Payment. |
| | | 8.11 | The Supplier shall not engage and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| | | 8.12 | Except with the prior written consent of the PA, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| | | 8.13 | All data, plans, drawings, specifications, designs, reports, source code and other documents and software submitted by the Supplier under this Contract shall become and remain the property of the PA, and the Supplier shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA together with a detailed inventory thereof. |
| | | 8.14 | The Supplier shall be liable for the consequence of errors or omissions on its part. The Supplier shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services. In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to forfeit their performance security or deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both. |
| | | 8.15 | Other Supplier responsibilities, if any, are as stated in the SCC. |

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| 9. | Procuring Agency's Responsibility | 9.1 | The Procuring Agency shall ensure the accuracy of all information and/or data to be supplied by the Procuring agency to the Supplier, except when otherwise expressly stated in the Contract. |
| | | 9.2 | The Procuring agency shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within the time schedule specified in the Implementation Schedule in the Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41. |
| | | 9.3 | The Procuring agency may assist, if required the supplier for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract. |
| | | 9.4 | If requested by the Supplier, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain. |
| | | 9.5 | In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of the Contract, the Procuring agency shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner. |

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| | | 9.6 | The Procuring agency shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring agency may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion |
| | | 9.7 | Unless otherwise specified in the Contract or agreed upon by the Procuring agency and the Supplier, the Procuring agency shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Technical Requirements Section's Implementation Schedule and the Agreed and Finalized Project Plan. |
| | | 9.8 | The Procuring agency will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed and Finalized Project Plan, or other parts of the Contract. |
| | | 9.9 | The Procuring agency assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 26, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract. |
| | | 9.10 | The Procuring agency is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract. |

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| | | 9.11 | Other Procuring agency responsibilities, if any, are as stated in the SCC. |
| 10. Prices | | 10.1 | The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| | | 10.2 | Prices charged by the Supplier for Information System under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be. |
| 11. Payment | | 11.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. |
| | | 11.2 | The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract. |
| | | 11.3 | Payments shall be made within sixty (60) days by the Procuring Agency after successful completion of the milestone and submission of an invoice or claim by the Supplier. |
| | | 11.4 | The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid. |
| | | 11.5 | All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 11.4 |
| 12. Performance Guarantee | | 12.1 | The proceeds of the Performance Security (or Guarantee) as stated in the SCC, shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. |
| | | 12.2 | The Performance Guarantee shall be in one of the following forms: |
| | | a) | A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided |

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| | | | in the Bidding Documents or another form acceptable to the Procuring Agency; or |
| | | b) | A cashier's or certified check. |
| | | 12.3 | The performance guarantee will be discharged by the Procuring Agency and returned 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. |
| 13. Taxes and Duties | | 13.1 | A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan. |
| | | 13.2 | If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| | | 13.3 | A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the supply of the information system to the Procuring Agency. |
| 14. Copy Rights | | 14.1 | The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the rights of Procuring Agency. |
| | | 14.2 | The Procuring agency will have the intellectual property rights over all the deliverables and services provided by the Supplier as per the TOR's and Work Order. Supplier after the completion of the work order will restrict the use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except those allowed by the Procuring Agency for smooth functioning of the information system. |
| | | 14.3 | The Procuring agency's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC |

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| | | 14.5 | As applicable, the Procuring agency's and Supplier's rights and obligations with respect to Custom Software or elements of the Custom Software, including any license agreements, and with respect to Custom Materials or elements of the Custom Materials, are specified in the SCC. Subject to the SCC, the Intellectual Property Rights in all Custom Software and Custom Materials specified in the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Procuring agency. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring agency may consider necessary or desirable to perfect the right, title, and interest of the Procuring agency in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring agency, and where permitted by applicable law, ensure that the holder of such a moral right waives it. |
| | | 14.6 | The parties shall enter into such (if any) escrow arrangements in relation to the Source Code to some or all of the Software as are specified in the SCC and in accordance with the SCC |
| 15. | Software License Agreements | 15.1 | <p>Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring agency, the Supplier hereby grants to the Procuring agency license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</p> <p>Such license to access and use the Software shall:</p> <ul style="list-style-type: none"> (a) be: <ul style="list-style-type: none"> (i) nonexclusive; |

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| | | | <ul style="list-style-type: none"> (ii) fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41; (iii) valid throughout the territory of the Procuring agency's Country (or such other territory as specified in the SCC); and (iv) subject to additional restrictions (if any) as specified in the SCC. |
| | | | <p>b) permit the Software to be:</p> <ul style="list-style-type: none"> (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup; (ii) as specified in the SCC, used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted and unless the Supplier agrees otherwise in writing, the replacement computer(s) is(are) within that class; (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; |

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| | | | <p>(iv) reproduced for safekeeping or backup purposes.</p> <p>(v) customized, adapted, or combined with other computer software for use by the Procuring agency, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract.</p> <p>(vi) as specified in the SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and the Procuring agency may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and</p> |
| | | | <p>(vii) disclosed to, and reproduced for use by, the Procuring agency and by such other persons as are specified in the SCC (and the Procuring agency may sublicense such persons to use and copy for use the Software), subject to the same restrictions as are set forth in this Contract.</p> |
| | | 15.2 | The Standard Software may be subject to audit by the Supplier, in accordance with the terms specified in the SCC , to verify compliance with the above license agreements. |
| 16. | Confidential Information | 16.1 | Except if otherwise specified in the SCC, the "Receiving Party" (either the Procuring agency or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract. |

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| | | 16.2 | For the purposes of GCC Clause 16.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring agency or the Procuring agency's use of the System. |
| | | 16.3 | <p>Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> (a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring agency to the extent reasonably required for the Subcontractor to perform its work under the Contract; and (b) the Procuring agency may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, <p>in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.</p> |
| | | 16.4 | The Procuring agency shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring agency's prior written consent, use any Confidential Information received from the Procuring agency for any purpose other than those that are required for the performance of the Contract. |

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| | | 16.5 | <p>The obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of the Receiving Party. (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party. (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality. |
| | | 16.6 | The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof. |
| | | 16.7 | The provisions of this GCC Clause 16 shall survive the termination, for whatever reason, of the Contract for an indefinite period. |
| 17. | Project Plan | 17.1 | In close cooperation with the Procuring agency and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Technical Requirements. |
| | | 17.2 | The Supplier shall formally present to the Procuring agency the Project Plan in accordance with the procedure specified in the SCC |
| | | 17.3 | If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 35. |
| | | 17.4 | The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed and Finalized Project Plan and the Contract |

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| | | 17.5 | The Progress and other reports specified in the SCC shall be prepared by the Supplier and submitted to the Procuring agency in the format and frequency specified in the Technical Requirements. |
| 18. | Sub-contracting | 18.1 | List of Approved Subcontractors to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring agency. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring agency for its approval in sufficient time so as not to impede the progress of work on the System. The Procuring agency shall not withhold such approval unreasonably. Such approval by the Procuring agency of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract |
| | | 18.2 | The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring agency's prior approval under GCC Clause 18.3. |

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| | | 18.3 | For items for which pre-approved Subcontractor lists have not been specified in Appendix to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring agency in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring agency has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Procuring agency has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring agency during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring agency of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring agency or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in the SCC, or in Appendix of the Contract Agreement. |
| 19. | Procurement and Delivery | 19.1 | Subject to related Procuring agency's responsibilities pursuant to GCC Clause 9, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site |
| | | 19.2 | Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements |
| | | 19.3 | Early or partial deliveries require the explicit written consent of the Procuring agency, which consent shall not be unreasonably withheld. |
| 20. | Transportation | 20.1 | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring agency's instructions to the Supplier. |

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| | | 20.2 | The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms. |
| | | 20.3 | Unless otherwise specified in the SCC, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country. |
| | | 20.4 | The supplier will bear the responsibility for the cost of the transportation of manpower, their travelling and dearness allowance, and other such expenses incurred during the execution of the project. |

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| 21. | Documents | 21.1 | <p>Unless otherwise specified in the SCC, the Supplier will provide the Procuring agency with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside the Procuring agency's Country:</p> <p>Upon shipment, the Supplier shall notify the Procuring agency and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate, with a copy to the cargo insurance company:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in the Procuring agency's Country and at the site. <p>(ii) For Goods supplied locally (i.e., from within the Procuring agency's country):</p> <p>Upon shipment, the Supplier shall notify the Procuring agency by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring agency by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and ²⁵(e) estimated time of arrival at the site. |
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| | | | <p>(iii) Customs Clearance</p> <p>(a) The Procuring agency will bear responsibility for, and cost of, customs clearance into the Procuring agency's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Procuring agency's country in the Price Schedules referred to by Article 2 of the Contract Agreement.</p> <p>(b) At the request of the Procuring agency, the Supplier will make available a representative or agent during the process of customs clearance in the Procuring agency's country for goods supplied from outside the Procuring agency's country. In the event of delays in customs clearance that are not the fault of the Supplier:</p> <p>(c) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.</p> |
| 22. | Product Upgrades | 22.1 | At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Procuring agency the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices. |
| | | 22.2 | At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring agency any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Procuring agency's Country. |

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| | | | During performance of the Contract, the Supplier shall offer to the Procuring agency all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Procuring agency's Country, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid. |
| 23. Inspections and Test | | 23.1 | The Procuring Agency or its representative shall have the right to inspect and /or to test the components of the system to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. |
| | | 23.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. |
| | | 23.3 | Should any inspected or tested component fail to conform to the Specifications, the Procuring Agency may reject the component, and the Supplier shall replace the rejected component to meet specification requirements free of cost to the Procuring Agency. |
| | | 23.4 | The Procuring Agency's right to inspect, test and, where necessary, reject component after' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the component having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the shipment from the country of origin. |

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| | | 23.5 | The Procuring Agency may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected |
| | | 23.6 | If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process, as per clause 45 of GCC |
| 24. | Installation of the System | 24.1 | As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed and Finalized Project Plan, the Supplier shall so notify the Procuring agency in writing |

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| | | 24.2 | <p>The Project Manager shall, within thirty (30) days after receipt of the Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in the form specified in the Sample Forms Section in the Bidding Documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 26.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 24.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Procuring agency in writing, in accordance with GCC Clause 24.1. The procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p> |
| | | 24.3 | <p>If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within thirty (30) days after receipt of the Supplier's notice under GCC Clause 24.1, or if the Procuring agency puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring agency put the System into production operation, as the case may be.</p> |

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| 25. Commissioning | | <p>25.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 26.1) shall be commenced by the Supplier:</p> <ul style="list-style-type: none"> (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in the Technical Requirement or the Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3. |
| | | <p>25.2 The Procuring agency shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing</p> |
| 26. Operational Acceptance Tests | | <p>26.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring agency (in accordance with GCC Clause 9.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s] if specified in the SCC and supported by the Technical Requirements), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the Technical Requirements and/or the Agreed and Finalized Project Plan.</p> <p>At the Procuring agency's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.</p> |

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| | | 26.2 | If for reasons attributable to the Procuring agency, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 26.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Procuring agency and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed and Finalized Project Plan. |
| 27. | Operational Acceptance | 27.1 | <p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when.</p> <ul style="list-style-type: none"> a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed and Finalized Project Plan have been successfully completed; or b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring agency within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or c) the Procuring agency has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring agency and document such use |
| | | 27.2 | At any time after any of the events set out in GCC Clause 27.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate. |

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| | | 27.3 | <p>After consultation with the Procuring agency, and within thirty (30) days after receipt of the Supplier's notice, the Project Manager shall:</p> <ul style="list-style-type: none"> (a) issue an Operational Acceptance Certificate; or (b) notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.1 (b) arises. |
| | | 27.4 | <p>The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring agency, and the Procuring agency, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring agency of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. The Procuring agency shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.</p> |

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| | | 27.5 | <p>If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p>(a) the Procuring agency may consider terminating the Contract, pursuant to GCC Clause 41;</p> <p>or</p> <p>(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring agency to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract.</p> |
| | | 27.6 | <p>If within thirty (30) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice</p> |
| 28. | Partial Acceptance | 28.1 | <p>If so specified in the SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 28.2</p> |
| | | 28.2 | <p>The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned</p> |

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| | | 28.3 | In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within thirty (30) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring agency or Supplier. |
| 29. | Warranty/ Defect Liability Period | 29.1 | The Supplier warrants that the system, including all Information Technologies, Materials and other goods supplied and services provided under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Information System in the conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract. |
| | | 29.2 | This warranty Period shall commence from the date of Operational Acceptance of the System and shall remain valid for a period specified in the SCC. |
| | | 29.3 | The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. |

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| | | 29.4 | Upon receipt of such notice, the Supplier shall promptly or within the period specified in the SCC, in consultation and agreement with the Procuring agency regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier |
| | | 29.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract. |
| 30. | Intellectual Property Rights Indemnity | 30.1 | <p>The Supplier shall indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring agency or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:</p> <ul style="list-style-type: none"> (a) installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located; (b) copying of the Software and Materials provided the Supplier in accordance with the Agreement; and (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring agency's breach of GCC Clause 30.2. |

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| | | 30.2 | Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right. |
| | | 30.3 | Such indemnities shall also not apply if any claim of infringement: <ul style="list-style-type: none"> (a) is asserted by a parent, subsidiary, or affiliate of the Procuring agency's organization; (b) is a direct result of a design mandated by the Procuring agency's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or (c) results from the alteration of the System, including the Materials, by the Procuring agency or any persons other than the Supplier or a person authorized by the Supplier |
| 31. Insurance | | 31.1 | The Information System supplied/provided under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC . |

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| 32. | Limitation of Liability | 32.1 | <p>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>(a) the Supplier shall not be liable to the Procuring agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and</p> <p>(b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring agency with respect to intellectual property rights infringement</p> |
| 33. | Related Services | 33.1 | <p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> |
| | | a) | Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods; |
| | | b) | Furnishing of tools required for assembly and/or maintenance of the supplied Goods; |
| | | c) | Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; |
| | | d) | Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | | e) | Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Goods supplied and Services Provided. |

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| | | 33.2 | Prices charged by the Supplier for related services, if not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 34. Change Orders | | 34.1 | The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: |
| | | a) | Drawings, designs, or specifications; |
| | | b) | The method of shipment or packing; |
| | | c) | The place of delivery; and/or |
| | | d) | The Services to be provided by the Supplier. |
| | | 34.2 | If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order. |
| | | 34.3 | Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 35. Contract Amendments | | 35.1 | Subject to GCC Clause 34 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 36. Assignment | | 36.1 | Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party. |
| 37. Sub-contracts | | 37.1 | The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations. |
| 38. Delays in the Supplier's Performance | | 38.1 | Delivery of the Goods and performance of Services making Information system shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements. |

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| | | 38.2 | If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. |
| | | 38.3 | Except as provided under GCC Clause 41 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without the application of liquidated damages. |
| 39. | Liquidated Damages | 39.1 | Subject to GCC Clause 41 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 40 . |
| 40. | Termination for Default | 40.1 | The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. |
| | | 40.2 | Fundamental breaches of Contract shall include, but shall not be limited to the following: |

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| | | a) | the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency or |
| | | b) | the Supplier fails to perform any other obligation(s) under the Contract; |
| | | c) | Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; |
| | | d) | the supplier has abandoned or repudiated the contract. |
| | | e) | the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; |
| | | f) | a payment is not paid by the Procuring Agency to the Supplier after 120 days from the due date for payment; |
| | | g) | the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and |
| | | h) | if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. |
| | | 40.3 | For the purpose of this clause: |
| | | | "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004. |
| | | 40.4 | In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. |

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| 41. | Termination for Force Majeure | 41.1 | <p>Notwithstanding the provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> |
| | | 41.2 | <p>If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| 42. | Termination for Insolvency | 42.1 | <p>The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p> |

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| 43. Termination for Convenience | 43.1 | The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective. |
| | 43.2 | The Systems that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining system, the Procuring Agency may elect: |
| | a) | To have any portion completed and delivered at the Contract terms and prices; and / or |
| | b) | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier. |
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| 44. Transfer of Ownership | 44.1 | The ownership of the Information Technologies, Software and other Goods as mentioned in the deliverables shall be transferred to the Procuring agency at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement. |
| | 44.2 | Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in the Technical Requirements |
| | 44.3 | Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors. |

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| 45. | Disputes Resolution | 45.1 | <p>In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.</p> <p>Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to:</p> <p>I- Grievance Committee established at the M/o Planning Development and Special Initiatives</p> <p>If the Grievance Committee does not resolve the dispute between the parties, it shall be referred to:</p> <p>Adjudication/arbitration in accordance with the Arbitration Act of 1940.</p> |
| | | 45.2 | <p>After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.</p> |
| 46. | Procedure for Disputes Resolution | 46.1 | <p>The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.</p> |
| | | 46.2 | <p>The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.</p> |
| | | 46.3 | <p>The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the SCC.</p> |
| 47. | Replacement of Arbitrator | 47.1 | <p>Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.</p> |

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| 48. Notices | 48.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC. |
| | 48.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 49. Good Faith | 49.1 | The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 50. Cancellation of the Contract | 50.1 | If the quality of Application is not as per the TOR's/Deliverables, PA has the right to cancel the Contract. |
| 51. Forfeiture of Performance Security | 51.1 | If the Supplier fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or letter of Intent, the PA may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor. |
| | 51.2 | Failure to supply required items/ services within the specified time period will invoke penalty as specified in this document. In addition to that, the Performance Security amount may be forfeited and the company may not be allowed to participate in future tenders as well. |
| 52. Blacklisting | 52.1 | If the Supplier fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the PA may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period, for future tenders in public sector. |
| | 52.2 | If the Supplier is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, the PA may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period, for future tenders in public sector. |

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

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

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
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| Definitions (GCC 1) | | |
| 1. | 1.1 (i) | The Procuring Agency is: Integrated Energy Planning (IEP) for Sustainable Development Project |
| 2. | 1.1(o) | The Supplier is: <i>[Name and address]</i> |
| 3. | 1.1(p) | The title of the subject procurement or The Project is: Energy Information System (Centralized Energy Database & Analytical System) |
| Governing Language (GCC 4) | | |
| 4. | 4.1 | The Governing Language shall be: English |
| Applicable Law and Effectiveness of the Contract (GCC 5) | | |
| 5. | 5.2 | The Contract shall be effective from the date of the signing of the contract by the PA and the Supplier |
| Country of Origin (GCC 6) | | |
| 6. | 6.1 | Country of Origin is Pakistan |
| Supplier's Responsibilities (GCC 8) | | |
| 7. | 8.4, 8.6, 8.8, | The Supplier shall not hire or enter into contract with any Sub-contractors for the execution of the project. |
| 8. | 8.15 | Supplier will develop and deploy the software / application according to the Scope defined in Terms of Reference along with all deliverables according to the MIS deliverable section. |

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| Payment (GCC 11) | | |
| 9. | 11.1 | <ul style="list-style-type: none"> i. The payment will be made as per the schedule provided in Annexure B of contract. ii. Payment shall be made by PA on successful completion of deliverables on a milestone basis as per Annexure-B and verification by the PA authorized representative. iii. If the quality of service is not as per the TOR's/Scope of services, PA has the right to stop the payment. |
| Performance Guarantee (GCC 12) | | |
| 10. | 12.1 | The amount of performance guarantee is 10% or shall be equal to the mobilization advance |
| 11. | 12.3 | After delivery and acceptance of the Information System, Performance Guarantee shall be withheld to cover the Supplier's warranty obligations / Maintenance Period in accordance with GCC Clause 29 . |
| Copy Rights (GCC 14) | | |
| 12. | 14.6 | All deliverables including design, drawing, specification, software and its components, source code and any material applicable shall be the property / ownership of the Procuring Agency. Therefore, no separate escrow contract is required for the execution of the contract. In case a need arises during the execution of the contract, the decision to enter software escrow contract shall be the sole discretion of the PA. |
| Project Plan (GCC 17) | | |
| 13. | 17.1 | <p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (a) <i>Project Organization and Management Plan;</i> (b) <i>Delivery and Installation Plan</i> (c) <i>Training Plan</i> (d) <i>Pre-commissioning and Operational Acceptance Testing Plan</i> (e) <i>Warranty Service Plan</i> (f) <i>Task, Time, and Resource Schedules</i> (g) <i>Post-Warranty Service Plan (if applicable)</i> |

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| | | <p>(h) Technical Support Plan (if applicable)</p> <p>(i) Any other</p> <p><i>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, Section (insert: reference</i></p> |
| 14. | 17.2 | <p>Within 07 days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring agency. The Procuring agency shall, within 07 days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 17.2 called “non-conformities” below). The Supplier shall, within 03 days of receipt of such notification, correct the Project Plan and resubmit it to the Procuring agency. The Procuring agency shall, within 03 days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring agency shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed and Finalized Project Plan”) shall be contractually binding on the Procuring agency and the Supplier.</p> |
| 15. | 17.5 | <p>The Supplier shall submit to the Procuring agency the following reports:</p> <p>(a) <i>Monthly (Quarterly) progress reports, summarizing:</i></p> <p>(i) <i>Results accomplished during the prior period;</i></p> <p>(ii) <i>Cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i></p> <p>(iii) <i>Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i></p> <p>(iv) <i>Other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(v) <i>Resources that the Supplier expects to be provided by the Procuring agency and/or actions to be taken by the Procuring agency in the next reporting period;</i></p> <p>(vi) <i>Other issues or potential problems the Supplier foresees that</i></p> |

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| | | <p><i>could impact on project progress and/or effectiveness.</i></p> <p>Note: Other reports may be needed to monitor Contract performance/progress with System implementation, for example:</p> <p>(*) <i>inspection and quality assurance reports</i></p> <p>(*) <i>training participants test results</i></p> <p>(*) <i>monthly log of service calls and problem resolutions</i></p> |
| Subcontracting (GCC Clause 18) | | |
| 16. | 18.1, 18.2, 18.3 | Sub-Contracting is not applicable in the contract and the Supplier shall not hire or enter into contract with any Sub-contractors for the execution of the project. |
| Insurance (GCC Clause 31) | | |
| 17. | 31.1 | Insurance of any software/material is not applicable in the contract. |
| Sub-Contracts (GCC Clause 37) | | |
| 18. | 37.1 | Sub-Contracting is not applicable in the contract and the Supplier shall not hire or enter into contract with any Sub-contractors for the execution of the project. |
| Liquidated Damages (GCC Clause 39) | | |
| 19. | 39.1 | <p>Applicable rate: 0.1 percent per day</p> <p>Maximum deduction: is equal to the performance security.</p> |
| Notices (GCC Clause 48) | | |
| 20. | 48.1 | <p>– Procuring Agency’s address for notice purposes: First Floor, Ministry of Science and Technology, G-5/2, Constitution Avenue, Islamabad.</p> <p>– Supplier’s address for notice purposes:</p> |

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of Contract;
 - (b) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency's Letter of Acceptance; and
 - (h) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the
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 Supplier:

.....

Performance Security (or guarantee) Form

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (hereinafter called "the Contract").

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

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

[Buyer]

[Seller/Supplier]