Government of Pakistan
Ministry of Planning, Development and Special Initiatives
(Capacity Building & Institutional Strengthening)

****

TENDER NOTICE FOR SUPPLY AND INSTALLATION OF NEW TELEPHONE EXCHANGE

Ministry of Planning, Development and Special Initiatives invites sealed bids from the firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply and installation of new telephone exchange.

2. Bidding documents, containing detailed terms and conditions, etc. are available at EPADS, PPRA website and also be downloaded from www.pc.gov.pk (free of cost).

3. The bids, prepared in accordance with the instructions in the bidding documents, **must reach on 24th February, 2025 at 11:00am, technical bids will be opened on same day at 11:30am.**

Sd/-
(Chief System Analyst)
Information Technology Wing
Ministry of Planning Development & Special Initiatives,
Room No.06, Ground Floor, P-Block, Pak Secretariat,
Islamabad.
Phone: 051-9211144

Size=10x3

Government of Pakistan
Ministry of Planning Development & Special Initiatives

INVITATION FOR BIDS

For Supply and Installation of New Telephone Exchange

PSDP Project "Capacity Building & Institutional Strengthening"

www.pc.gov.pk

Information Technology Wing,
Ministry of Planning Development & Special Initiatives,
P-Block, Pak Secretariat,
Islamabad.

General Terms & Conditions

1. Schedule of Requirements and Delivery Timeframe

1.1 Supply of following items at Government Office in Ministry of Planning Development & Special Initiatives, Islamabad.

LOT NO.	SCHEDULE OF REQUIREMENTS		TIMEFRAME / PERIOD OF SUPPLY/INSTALLATION
	HARDWARE / MISCELLANEOUS ITEMS	QUANTITY	
Lot No. 1	Supply and Installation of New Telephone Exchange	Complete Solution	Six (06) to Eight (08) weeks from the date of issuance of purchase order.

2. Mandatory Eligibility Criteria

Technical proposal must contain following documents. Preliminary scrutiny (initial Screening) of technical bids will be done on the basis of following parameters which are pre-requisites, non-compliance of any of the following clause shall disqualify the bidder/Responding Organizations (ROs).

(Technical Proposal must contain following document)

2.1 Company Profile / Brochures.

2.2 Bidder must have valid NTN / ATL & GST. (Copies of valid NTN/ATL and Income / Sales Tax registration certificates).

2.3 Evidence of company's registration or incorporation. (Copy required)

2.4 Client List, Equipment Brochure/Data Sheet and other relevant documents.

2.5 All interested vendors/bidders must conduct a site visit before submitting their bids for the supply and installation of the telephone exchange system. The site visit is essential for assessing infrastructure, cabling, and installation requirements. The bidder should have service/support mechanism.

2.6 Bidder is responsible for delivery, installation, configuration, commissioning and after sale support within 24 hours accordingly, their presence at Islamabad / Rawalpindi (Evidence mention regarding office presence in Islamabad or Rawalpindi (i.e. Telephone Landline numbers, Office Address).

2.7 Proof of minimum 05 Years of experience of Supplying IT Equipment in Government departments accordingly, bidder must have experience of supply / installation and commissioning of equipment to Government/Semi Government/Autonomous Bodies/Multinational Companies of good repute. (Must provide copies of purchase/ work orders).

2.8 The bidder must be valid Authorized Partner/Dealership/Authorized Re-seller at least for the quoted items (Manufacturer Authorization Letter (MAL) must be attached).

2.9 Affidavit (on Rs 50 stamp paper) that the Company is neither blacklisted nor in litigation with any of its clients and if there is any litigation the bidder will be bound to disclose the same with nature thereof.

2.10 Affidavit (on Rs 50 stamp paper) that the bidder / company will fully compliance with the technical specifications as mentioned in tender documents (**Annex-II**). Equipment quoted must be of good market repute and must not be refurbished/used.

2.11 Financial soundness of the company (Minimum 10 Million credit amount), according, provide last one year of bank statements or bank letter confirming the minimum 10 million credit amount or above.

2.12 Copy of Bid Bond (Earnest Money) has to be attached with the technical bid. (Hide the amount when attached with Technical Bid). Original Bank Draft is to be attached with the financial bid.

2.13 Onsite delivery, installation, configuration, commissioning & relevant services to be provided by the bidder and cost must be included in the bid price.

2.14 The bidder must provide reliability, warranty and after sale support (within 24 hrs) certificate regarding quoted items.

Note: All documents should be properly signed and stamped. Documentary proof for all above requirements is a mandatory requirement, non-compliance shall lead to disqualification.

EVALUATION CRITERIA

The work will be awarded to the lowest quoted bidder who fulfils the above Mandatory Eligibility Criteria and the quoted equipment/items must compliance with the specifications as mentioned in the tender document.

3. Preparation of Bids

3.1. As per PPRA rules, Single Stage –Two envelope procedure will be used for the said procurement.

3.2. The bids shall be submitted on **EPADS** and hardcopy sealed package/packages in such a manner that the contents are fully enclosed and cannot be known until duly opened.

3.3. The bids are not received on **EPADS** will not be considered.

3.4. **Technical Proposal:** Envelope for Technical Proposal shall be marked "TECHNICAL PROPOSAL" clearly in bold and legible letters to avoid confusion. It must contain one (01) hard copy and one (01) soft copy (usb) of the technical proposal (each being physically separated, sealed and labelled as "Technical Proposal"). Each envelope should contain similar supporting documents.

3.5. **Financial Proposal:** Envelope for Financial Proposal shall be marked "FINANCIAL PROPOSAL" clearly in bold and legible letters to avoid confusion. It must contain one (01) hard copy of Financial Proposals sealed and marked separately.

3.6. ***Soft copies of both Technical and financial proposals must be provided through EPADS and along with bid envelopes in usb.*** In case of any difference between hard and soft copy, the hard copy will prevail.

3.7. **Bid Bond/Security**: A Bid Bond in the shape of a Bank Draft/Pay Order in the name of Ministry of Planning Development & Special Initiatives, equivalent to **2% of the total cost** of the quoted bid must be submitted along with the financial proposal.

3.8. The Bid Bond to be enclosed in a **SEPARATE ENVELOPE**, labelled as **"BID BOND"**, and should be **SEALED**. **It must be ensured by the RO that bid bond should not be in the envelope of financial OR technical proposal**. ***In the technical bid, RO must confirm on company's letter head that the Bid Bond is being submitted separately as required by M/o PD & SI.***

3.9. RO should duly fill in and submit the **Bid Forms**
3.10. RO may bid for one, any number or for all lots.
3.11. RO shall submit an **Affidavit** that it is not blacklisted by any Federal, Provincial Public sector organization.
3.12. All bids and prices must remain valid for a period of **120 days** from the closing date of the submission of tender documents. However, the ROs are encouraged to state a longer period of validity of the bids.
3.13. The currency in the bids shall only be quoted in Pakistan Rupees (PKR).
3.14. Telephone Exchange should have three (01) year local warranty, including parts and labour with onsite support.
3.15. The end user licenses, end user warranties and end user contracting support services will be in the name of Customer which is Ministry of Planning Development & Special Initiatives in our case, for all the equipment and Software loaded on the equipment delivered during the said procurement.
3.16. All equipment/items should be supplied through verifiable distribution channels.
3.17. RO should clearly indicate the duration of delivery (MUST be within given timeframe) of items/equipment/services after the award of procurement contract.
3.17.1. All queries relating to Tender Notice should be e-mailed to csa_jacc@pc.gov.pk.

4. Submission of Bids

4.1. Bids shall be submitted on EPADS and hard copy shall be delivered by hand or courier in a **SEALED CONFIDENTIAL COVER** and must reach to **Chief System Analyst, Information Technology Wing**, Room No.06, Ground Floor, Block-P, Ministry of Planning Development & Special Initiatives, P Block, Pak Secretariat, Islamabad. (Phone: 051-9211144) on or before the last date indicated in Tender Notice i.e. **24th February, 2025 at 11.00am**. **BIDS/PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED.**

4.2. All bids submitted after the time prescribed in tender notice/documents shall be rejected and returned without being opened.

5. Opening, Evaluation and Rejection of Bids

5.1. Ministry of Planning, Development & Special Initiatives have a right to accept or reject any or all bids without giving any reason.

5.2. Technical bids will be opened on the same date at M/o PD& SI (above mentioned address clause 4.1) at **11.30 AM** in front of bidder sort their representatives who May choose to be present.

5.3. Details of technical specifications required by M/o PD&SI are attached at Annexure-II. Initial evaluation/screening will be done as per Annexure-I; whereas, technical evaluation as per Annexure-II. ROs should provide all details in required templates as provided under:

a) Annexure-I for Initial Screening
b) Annexure-II for technical evaluation (technical proposal envelope)
c) Annexure-III for financial evaluation (financial proposal envelope).

5.4. Date and time for the opening of the Financial Bids, after thorough technical evaluation of the bids, shall be communicated to the technically qualified bidders only, whereas the Financial bids of technically disqualified bidders shall be returned un-opened. In this connection, see PPRA Rule: 36(b) in general and PPRA Rule: 36-b(viii) in particular.

5.5. The procuring agency shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. All bidders in attendance shall sign an attendance sheet.

5.6. M/o PD& SI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.

5.7. M/o PD& SI shall incur no liability, solely by virtue of its invoking sub-rule (1) towards suppliers or contractors who have submitted bids or proposals.

5.8. In the above case notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals.

6. Disqualification and Blacklisting of suppliers and contractors

6.1. M/O PD&SI shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete.

6.2. Suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corruptor fraudulent practices shall face permanent or temporary bar, from participating in procurement proceedings.

7. Acceptance of Bids and Award of Procurement Contract

7.1. **Acceptance of Bid and Award Criteria**

The bidder after qualifying through the given criteria in **Annexure-I** and **Annexure-II** will be called in for opening of financial proposal/bid. In financial opening the lowest bidder will be selected as per PPRA rules, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the procurement contract, within the original or extended period of bid validity.

7.2. **Procuring Agency's Right over quantities at the time of Award**

The Procuring Agency reserves the right at/after the time of award of procurement contract to increase or decrease, the quantity of goods up to 15% as originally specified in the Annexure-II without any change in unit price or other terms and conditions. Payment will be made for the items delivered as per rate (per unit) provided by the bidder.

7.3. **Notification of Award**

7.3.1. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that the bid has been accepted.

7.3.2. The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

7.3.3. The enforcement of the Contract shall be governed by Rule 44 of the PPRA-

7.3.4. The Bid Security submitted by the successful bidder at the time of submitting its bid shall be returned to the Bidder upon award of purchase order and furnishing of the Performance Security of the successful bidder.

8. Performance Security

8.1. The successful Bidder shall be required to deposit in the form of a Performance Security, a Performance Bond upon execution of the procurement contract, a sum equivalent to **ten** percent **(10%)** of the total procurement Cost of Lot/Lots, on the Form and in the manner prescribed by the Procuring Agency. This Performance Security shall be kept valid from the date of issue and should cover the warranty period where applicable period after all contractual obligations have been fulfilled.

8.2. Failure to provide a Performance Security by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid

9. Implementation & Payment Schedule

SR. NO.	MILESTONE	TIME PERIOD	PAYMENT
1.	Supply, Installation, configuration and testing of Equipment	Six (06) to Eight (08) weeks from the date of issuance of purchase order.	100%
2.	End of Performance Security	Performance Security will have to be provided to cover the warranty period from the date of successful testing and acceptance.	Release of Performance Security

ANNEXURE-I

MANDATORY ELIGIBILITY CRITERIA

Bids evaluation shall be subject to 100% compliance to the following criteria for Vendors qualification:

SR. NO.	GENERAL TERMS AND CONDITIONS COMPLIANCE	CLAUSE	YES/NO
1	Bidder must have valid NTN / ATL & GST. (Copies of valid NTN/ATL and Income / Sales Tax and Income Tax registration certificates).	2.2	
2	Bidder is responsible for delivery, installation, configuration, commissioning and after sale support within 24 hours accordingly, their presence at Islamabad / Rawalpindi (Evidence mention regarding office presence in Islamabad or Rawalpindi (i.e. Telephone Landline numbers, Office Address).	2.6	
3	Proof of minimum 05 Years of experience of Supplying IT Equipment in Government departments accordingly, supply / installation and commissioning of equipment to Government/Semi Government/Autonomous Bodies/Multinational Companies of good repute. (Must provide copies of purchase/ work orders).	2.7	
4	The bidder must be valid Authorized Partner/Dealership/Authorized Re-seller at least for the quoted items (Manufacturer Authorization Letter (MAL) must be attached).	2.8	
5	Bidder shall submit an **Affidavit** (on Rs 50 stamp paper) that the Company is neither blacklisted nor in litigation with any of its clients and if there is any litigation the bidder will be bound to disclose the same with nature thereof.	2.9	
6	Affidavit (on Rs 50 stamp paper) that the bidder / company will fully compliance with the technical specifications as mentioned in tender documents (**Annex-II**). Equipment quoted must be of good market repute and must not be refurbished/used.	2.10	
7	Financial soundness of the company (Minimum 10 Million credit amount), according, provide last one year of bank statements or bank letter confirming the minimum 10 million credit amount or above.	2.11	
8	Copy of Bid Bond (Earnest Money) has to be attached with the technical bid. (Hide the amount when attached with Technical Bid). Original Bank Draft is to be attached with the financial bid.	2.12	
9	A bid bond, in the shape of a Bank Draft/Pay Order in the name of Ministry of Planning Development & Special Initiatives, equivalent to 2% of the total cost of the quoted bid must be submitted along with the financial proposal.	3.7	

Annexure-II

Quantities, Required Technical Specification by M/O PD& SI and Comparative Statement of Technical Specification of the Quoted Items

Purchase Committee will verify the compliance with specifications mentioned below:

Lot/ S.No.	Item Description & Required Specifications by M/O PD& SI	QTY	Specification of the Quoted Items (To be filled by bidder)
1)	**UC Hybrid Exchange Server Supported IP Enterprise, Expandable up to 800 to 1500 users; IP/Analogue/ PRI Digital Line Unified Hybrid Communication Server Configuration & Expansion OR Equal** **Built-in 2 PRI, 32 Trunks Line, 400 Analogue Extensions, 64 Digital/ SIP Extensions Extension, Support IP /SIP/ PRI Lines.** Avoid the dangers of the ISDN switch off – the simple upgrade to SIP technology. **UC Hybrid Exchange Supported IP Enterprise supports up to 800 to 1500 users & PRI Digital Line PABX Features:** Welcome Massage, Call Forwarding, Automated Attendant, Music on hold-internal, Call Pickup, Do Not Disturb, call Interruption During Call, Group Ringing, Night Service, Call Park, User personal Code, PA Function, Call restrictions, **MAX UC IP Exchange Configuration & Expansion** Built-in Configuration with-out third-party integration IVR 2-Port, 800 ports / Digital / Analog Enterprise Extension, Country of (Basic Unified Communication Feature Built-in) Capacity 800 to 1500 users) **With Operator Console:** Latest upgradeable communication technology, License and chassis Base up gradation. Support up to 1500 ports IP and Analog mix and match. Must support modular based chassis and support OEM server. **PTA type approved system.** **Origen: Japan/Europe/USA**	Included/ Complete Solution	
2)	Welcome Greeting Guide	Included	
3)	Call Logging Application for External Incoming & Outgoing Calls (PC not Included)	Included	
4)	UPS with 2 Hour Battery Backup	Included	
5)	42U Communication Rack for the System	Included	
6)	1000 Lines System Side MDF with Protection	Included	
7)	Latest Digital / SIP telephone sets for higher management	40 Nos.	
8)	(24/16/8) Port POE Switches as per proposed Solution	Included	
9)	Cat-6 Cables (original 3M, Schneider or equal)	RFT	
10)	8 Port PDU	Included	
11)	Cable Manager	Included	
12)	Adam Jee Duct all sizes	Included	
13)	UG Cable	Included	
14)	Face plate with single ios complete & Misc items	Included	
15)	03 Days Onsite Training for System Maintenance and Operation	Included	
16)	01 Year Support and Services including Warranty **Manufacturer Authorization Letter (MAL) must required.**	Included	

Note:- Various Digital/ SIP and Analog telephone sets models may be given and prices in financial proposal, MoPD&SI will calculate as per its need.

Annexure III

Format for Financial Proposal

Lot #	Items	Quantity	Specification of the Quoted Items (To be filled by bidder)	Inclusive of all applicable taxes	
				Unit Price (PKR)	Total Price (PKR)
1	Supply and Installation of new Telephone Exchange (Brand & Model)	**Complete Solution**	**As per Annex-II**		

BID FORM-01

LETTER OF INTENT

Bid Ref No.: ____________________
Date: Date of the Opening of Technical Bid
Name of the Tender: _____________________

To,
Chief System Analyst
Information Technology,
Ministry of Planning Development & Special Initiatives
P Block, Pak Secretariat,
Islamabad.

LETTER OF INTENT

Dear Sir,

Having examined the tender documents, we offer to supply and deliver the Goods/Services under the above named tender in full conformity with the said bidding documents/rules and at the rates/unit prices described in the price schedule provided in Financial Bid (Annexure-III) or such other sums as may be determined in accordance with the terms &conditions of the said tender. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Financial Bid is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the tender documents.

We agree to abide by this bid, for the Bid Validity Period specified in the tender documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final procurement contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award of the contract, shall constitute a binding Procurement Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

Dated This: ___________________________

Signed: ___________________________

In the capacity of: ___________________________ **(title or position)**

Duly authorized to sign this bid for and on behalf of: **(name of Bidder)**

BID FORM-02

DOCUMENTARY EVIDENCE

Name of the Firm: ___________________
Bid Reference No: ___________________
Date of opening of Bid: ___________________

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement as mentioned in column-2.

SR. NO.	REQUIRED DOCUMENTATION	SIGNATURE OF BIDDER	SUPPORTING DOCUMENT'S NAME	PAGE NUMBER IN THE BID
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Complete Company profile			
6	Operational Office in Islamabad/ Rawalpindi			
7	Evidence of Firm's Last five (05) years Performance			
8	Affidavit: bidder is not blacklisted by any Federal, Provincial Public sector organization			
9	Affidavit (on Rs 50 stamp paper) that the bidder / company will fully compliance with the technical specifications as mentioned in tender documents (Annex-II). Equipment quoted must be of good market repute and must not be refurbished/used.			
10	Certificate of Authorized Partner/Dealership/Authorized Re-seller at least for the quoted items. (Manufacturer Authorization Letter (MAL) must be attached).			
11	Bid Validity period of 120 days			
12	Compliance with schedule of requirements			
13	Submission of required amount of bid security with Financial Bid			
14	Compliance with Tech Specifications			
15	Warranty 01 year & onsite support			
16	Technical brochures/data sheets of products			
17	Original Bidding documents duly signed/stamped			

BID FORM-03

RE-SELLER/DEALER AUTHORIZATION*

Date: _____________

To,
Chief System Analyst
Information Technology,
Ministry of Planning Development & Special Initiatives
P Block, Pak Secretariat,
Islamabad.

WHEREAS [name of the Re-Seller/Dealer Authorization] who are established and reputable Manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier/Agent] to submit a bid, and subsequently sign the Contract with you against the Invitation for Bids (IFB) No._____________________for the goods manufactured by us.

We here by extend our full guarantee and warranty **where applicable** as demanded for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: ____________________

Name: ____________________

Designation: _____________________

Official Stamp: _____________________

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*This letter of authority should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID FORM-04

FIRM'S PAST PERFORMANCE

Name of the Firm: ___________________
Bid Reference No: ___________________
Date of opening of Bid: ___________________

NAME OF THE CLIENT/INSTITUTION	PURCHASE ORDER NO.	DESCRIPTION OF ORDER	VALUE OF ORDER	DATE OF COMPLETION	WORK COMPLETION CERTIFICATE BY CLIENT

Note: 1. Bidders may use additional Sheets if required.
2. All certificates are to be attached with this form

Signature: _____________________

Name: _____________________

Designation: ______________________

Official Stamp: ______________________

BID FORM-05

PERFORMANCE SECURITY

To,
Chief System Analyst
Information Technology,
Ministry of Planning Development & Special Initiatives
P Block, Pak Secretariat,
Islamabad.

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.[number] dated [date] to supply [description of goods/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 Performance Security for the sum of 10% of the total Contract amount as a 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 here by 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__day of___, 2024/25

Signature and Seal of the Guarantors

Address: ________________________

Date: ________________________

Annex-IV

Mechanism for Grievance Redressal

a) Grievance redressal committee

A grievance redressal committee will be notified as under to redress any such application received from the bidders within the 03 days of announcement of Financial evaluation by the procurement Committee:-

Joint Secretary (Dev), M/o PD&SI	Chairman
Deputy Secretary (Org), M/o PD&SI	Member
Chief Programmer (IT Wing), M/o PD&SI	Member/Secretary

b) Receipt of grievance application

An application from any of bidder will be accepted who had submitted his bid before the closing of the bids receiving time. Application other than the bidders will not be entertained.

c) Addressing the grievance

A meeting will be notified to study the application and the applicant may also be asked to attend the meeting and he/she will be interviewed by the committee. By the permission of the chair the proceeding can also be recorded. Committee minutes will be recorded and if deemed necessary the decision will also be submitted to procurement committee. The decisions will be conveyed to the aggrieved party within 03 days of the meeting. If a matter requires so the committee may decide to further probe into the matter and in this case the matter may not be prolonged to maximum to 10 days.

Annex-V

Mechanism for debarment/black listing of the firm

a) Debarment committee

A committee will be notified as under to assess the conditions reported by the Administration Wing and decide any such debarment/blacklisting of the firm as under:-

Additional Secretary (Admn), M/o PD&SI	Chairman
Joint Secretary (SI), M/o PD&SI	Member
Deputy Director (IT Wing), M/o PD&SI	Member

b) Conditions for debarment

I. Consistent failure to provide satisfactory performance after been serving 02 notices on the given address in the tender document and/or in the final agreement as the case may be.
II. Contractor becomes insolvent.
III. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
IV. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
V. Commission of fraud.
VI. Contractor abandons the contract.
VII. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
VIII. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
IX. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc., giving false evidence, furnishing of false information of serious nature.

c) Meeting for debarment

On reporting of such conditions by Admin Wing, M/o PD&SI to the notified committee, the Chairman of Committee shall call a meeting within one week of any such notice. The bidder may also be called for presenting his views on the matter to the committee and with the permission of the chair the proceeding can be recorded also. Minutes of the meeting shall be recorded and decisions will be communicated to bidder and the relevant authorities within 05 days of the meeting. If any debarment is decided it will be for a specified period or indefinite period and for M/o PD&SI or for whole Federal Government level. Forums to cancel this debarment will also be clearly written in the minutes of the meeting.

d) Duration of debarment

The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, M/o PD&SI also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

Annex-VI

Mechanism for Arbitration of any dispute

a) Discussion Period:

If any dispute of any kind whatsoever shall arise between the M/o PD&SI and the successful Bidder in connection with any opinion or specification of the provided items or services out of this Agreement, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the completion of the agreement (whether during or after the engagement and whether before or after the termination, abandonment or breach of the Agreement) the Parties shall seek to resolve any such dispute or difference -through mutual consultation.

b) Referral to Dispute Resolution Committee

In case the Parties fail to reach agreement within fourteen (14) Days of the date upon which a Party serves notice upon the other with regard to the existence of a dispute, the dispute shall then be referred to the Dispute Resolution Committee. Additional Secretary-I, M/o PD&SI will constitute the committee comprising of two (02) members from Admn Wing, one (01) from JACC, and a member from the successful bidder. DRC shall finally resolve the dispute within fourteen (14) Days of such dispute having been referred to it after giving each Party reasonable opportunity of presenting its respective point of view. The decision of which shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objection to or claims of immunity in respect of such enforcement.

FORCE MAJEURE

(i) Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes inability to obtain supplies or regulations of any civil or military authority (an "Event of Force Majeure"), provided such an event could not have been prevented or overcome with reasonable foresight and the exercise of due diligence or adoption of preventive or curative measures (including by way of incurring additional expense), provided further that, under no circumstances shall an increase in the cost of performance by a Party of its obligations hereunder constitute an Event of Force Majeure.

(ii) Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. A Party shall resume performance immediately upon cessation of the Event of Force Majeure.

(iii) If a default due to an Event of Force Majeure shall continue for more than four (4) weeks then the Party not in default shall be entitled to terminate this Purchase Order. Neither Party shall have any liability to the other in respect of the termination of this Purchase Order as a result of an Event of Force Majeure, provided that, a Party which has received any benefit hereunder resulting in a reciprocal executory obligation shall remain obliged to restitute such benefit to the other Party.

INTEGRITY PACT

The Seller hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practices.

(i) Without limiting the generality of the foregoing, the Seller 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.

(ii) The Seller certifies that it has made and will make full disclosure of all POs 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.

(iii) The Seller 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 rights and remedies available to GoP under any law, contract or other instrument, be void able at the option of GoP.

(iv) Notwithstanding any rights and remedies exercised by GoP in this regard, the Seller 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 the Seller as aforesaid for the purpose of obtaining or inducing the procurement of any contract, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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