



RFP No. ADU/Pro/PMIS IV-Con/2018-19/15

**BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)**

**Development of
Procurement Management Information System (PMIS) Phase IV**

Issued To: _____
Issued On: _____
Signature of: _____
Issuing Officer

**CHIEF TECHNICAL ADVISOR
Agriculture Delivery Unit (ADU)
Agriculture House
21-Davis Road, Lahore.
Ph.: +92 - 42 – 99205547**

April-2019

Invitation for Bids

Dated: 10th April, 2019

Chief Technical Advisor, Agriculture Delivery Unit, Lahore, has received its budget allocation from Government of the Punjab for the FY 2018-19. It is intended that part of this budget will be applied to eligible payments towards the cost of "Development of Procurement Management Information System (PMIS) Phase-IV". Details are as under:

Sr. #	Item	Quantity	Bid Security (PKR)
1.	Procurement Management Information System (PMIS) Phase-IV	01	Rs. 500,000/- (within 5% of Estimated Cost)

2. Chief Technical Advisor, Agriculture Delivery Unit, Lahore, invites sealed bids for the above from IT development firms / companies.
3. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) as specified in the Punjab Procurement Rules-2014 (as amended up to date) and is open to all eligible bidders as defined in the bidding document.
4. Interested eligible bidders may IMMEDIATELY obtain bidding documents during office hours (9am to 5pm Monday to Friday) after payment of Rs. 300/- from Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore.
5. The provisions in the Instructions to Bidders, Bid Data Sheet, and General & Special Conditions of Contract are the provisions of the Bidding Documents.
6. Sealed Bids must be delivered to the above office on or before 11:00 am on 30-04-2019. Proposals must be accompanied by a Bid Security as mentioned above in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque duly issued from a Scheduled Bank of Pakistan.
7. Bids will be opened in the presence of bidders' representatives, who choose to attend at 11:30 am on 30-04-2019 in the Committee Room of Agriculture Delivery Unit, 21-Davis Road, Lahore.
8. The bidders are requested to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.
9. Taxes will be deducted as per applicable government rules. NTN and PST registration certificate must be provided with the Technical Proposal.
10. This advertisement and bidding documents can be VIEWED on www.agripunjab.gov.pk and <http://www.ppra.punjab.gov.pk> for information ONLY.
11. Bidding documents, purchased ONLY from Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore will be considered for further processing.
12. For obtaining any further information or clarifications, please contact the person named below:

ALTAF HUSSAIN KAHOOT

Procurement Analyst, Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore.
Ph: 042-99205547, Cell: 0300-5189770 Email: altaf.hussain@agripunjab.gov.pk

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Part-I
Section I. Instructions to Service Providers

A. Introduction

- 1. Source of Funds** 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.

- 2. Eligible Service Providers** 2.1 This Invitation for Bids is open to all Service Providers, except as provided hereinafter.

2.2 Service Providers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, ToRs and other documents to be used for the procurement of the services and ancillary Goods (if any) to be procured under this Invitation for Bids.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.

2.4 Service Providers shall not be under a declaration of blacklisting by any Government Department (Federal or Provincial) or Punjab Procurement Regulatory Authority (PPRA).

- 3. Eligible Services** 3.1 All Services and ancillary Goods (if any) to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such Services and ancillary Goods (if any).

3.2 For purposes of this clause, “origin” means the place from where the services and Goods (if any) are supplied, produced, mined, or grown. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 3.3 The origin of Services and ancillary Goods (if any) is distinct from the nationality of the Service Provider.
- 4. Cost of Bidding** 4.1 The Service Provider shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents** 5.1 The Services and ancillary Goods (if any) required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Service Providers (ITS)
 - (b) Bid Data Sheet
 - (c) Schedule of Requirements
 - (d) Terms of Reference
 - (e) Bid Submission Form
 - (f) Manufacturer’s Authorization Form
 - (g) Price Schedules
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) General Conditions of Contract (GCC)
 - (k) Special Conditions of Contract (SCC)
 - (l) Annexures I - III
- 5.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provider’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents** 6.1 A prospective Service Provider requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITS Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all

prospective Service Providers that have received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider, may modify the bidding documents by amendment.
- 7.2 All prospective Service Providers that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective Service Providers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Service Provider, as well as all correspondence and documents relating to the bid exchanged by the Service Provider and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Service Provider may be in same language.

- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Service Provider shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITS Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITS Clause 13 that the Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITS Clause 14 that the Services and ancillary Goods to be supplied by the Service Provider are eligible Services and Goods and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITS Clause 15.

- 10. Bid Form**
- 10.1 The Service Provider shall complete the Bid Form and the

appropriate Price Schedule furnished in the bidding documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Service Provider shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Services it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

11.4 The Service Provider's separation of price components in accordance with ITS Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Service Provider shall be fixed during the Service Provider's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITS Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Service Provider's Eligibility and Qualification

13.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the Service Provider's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Service Provider's eligibility to bid shall establish to the Purchaser's satisfaction that the Service Provider, at the time of submission of its bid, is eligible as defined under ITS Clause 2.

13.3 The documentary evidence of the Service Provider's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Service Provider offering to supply Services and ancillary Goods under the contract which the Service Provider did not produce or manufacture, the Service Provider has been duly authorized by the original

Service provider or ancillary goods' Manufacturer or producer to supply the in Pakistan;

- (b) that the Service Provider has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Service Provider not doing business within Pakistan, the Service Provider is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Service Provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and / or Terms of Reference; and
- (d) that the Service Provider meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents
Establishing
Services' and
ancillary
Goods'
Eligibility and
Conformity to
Bidding
Documents**

14.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Services and ancillary goods which the Service Provider proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the Services and ancillary Goods shall consist of a statement in the Price Schedule of the country of origin of the Services and ancillary Goods offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

14.3 The documentary evidence of conformity of the Services and ancillary Goods to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Services and ancillary Goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services and ancillary Goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the Services and ancillary Goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Terms of

Reference demonstrating **substantial responsiveness** of the Services and ancillary Goods to those Terms of Reference and / or specifications, or a statement of deviations and exceptions to the provisions of the Terms of Reference.

14.4 For purposes of the commentary to be furnished pursuant to ITS Clause 14.3(c) above, the Service Provider shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Terms of Reference, are intended to be descriptive only and not restrictive. The Service Provider may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Terms of Reference.

15. Bid Security

15.1 Pursuant to ITS Clause 9, the Service Provider shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Service Provider's conduct which would warrant the security's forfeiture, pursuant to ITS Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITS Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITS Clause 24.

15.5 Unsuccessful Service Providers' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITS Clause 16.

15.6 The successful Service Provider's bid security will be discharged upon the Service Provider signing the contract, pursuant to ITS Clause 32, and furnishing the performance security, pursuant to

ITS Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider on the Bid Form; or
- (b) in the case of a successful Service Provider, if the Service Provider fails:
 - (i) to sign the contract in accordance with ITS Clause 32;
or
 - (ii) to furnish performance security in accordance with ITS Clause 33.

**16. Period of
Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITS Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Service Provider's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITS Clause 15 shall also be suitably extended. A Service Provider may refuse the request without forfeiting its bid security. A Service Provider granting the request will not be required nor permitted to modify its bid, except as provided in ITS Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

17.1 The Service Provider shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Service Provider or a person or persons duly authorized to bind the

Service Provider to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Service Provider shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Service Provider is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Service Provider shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITS Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Service Provider to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITS Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITS Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in

accordance with ITS Clause 7, in which case all rights and obligations of the Purchaser and Service Providers previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITS Clause 19 will be rejected and returned unopened to the Service Provider.

21. Modification and Withdrawal of Bids

21.1 The Service Provider may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Service Provider's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITS Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Service Provider on the Bid Form. Withdrawal of a bid during this interval may result in the Service Provider's forfeiture of its bid security, pursuant to the ITS Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of Service Providers' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Providers' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Providers' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late

bids, which shall be returned unopened to the Service Provider pursuant to ITS Clause 20.

22.3 Bids (and modifications sent pursuant to ITS Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Service Providers.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Service Provider for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service Provider.

24.4 Prior to the detailed evaluation, pursuant to ITS Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITS Clause 15), **Applicable Law** (GCC Clause 30), and

Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Service Provider by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Service Provider is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITS Clause 13.3.

25.2 The determination will take into account the Service Provider’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider’s qualifications submitted by the Service Provider, pursuant to ITS Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITS Clause 24, as per Terms of Reference required

25.4 The Purchaser’s **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

Alternate

25.5 **Quality & Cost-based Selection:**
The following merit point system for weighing evaluation factors can be applied **if specified** in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of]

Price of the Services and ancillary Goods	60 to 90
Quality, technology and metallurgy	0 to 20
Performance and productivity	0 to 20
Standardization	0 to 20
Projected life-cycle cost	0 to 20
Operating and maintenance costs	0 to 20
Cost of spare parts and after-sales-service	0 to 20

Total 100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

26. Contacting the Purchaser

26.1 Subject to ITS Clause 23, no Service Provider shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Service Provider wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Service Provider to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Service Provider's bid.

F. Award of Contract

28. Award Criteria

28.1 Subject to ITS Clause 30, the Purchaser will award the contract to the successful Service Provider whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Service Provider is determined to be qualified to perform the contract satisfactorily.

29. Purchaser's Right to Vary Duration and Quantities at Time of Award

29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of Services and ancillary Goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Purchaser's Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider or Service Providers or any obligation to inform the Service Provider or Service Providers of the grounds for the Purchaser's action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Service Provider in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Service Provider's furnishing of the performance security pursuant to ITS Clause 33, the Purchaser will promptly notify each unsuccessful Service Provider and will discharge its bid security, pursuant to ITS Clause 15.

32. Signing of Contract

32.1 At the same time as the Purchaser notifies the successful Service Provider that its bid has been accepted, the Purchaser will send the Service Provider the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Service Provider shall sign and date the contract and return it to the Purchaser.

33 Performance Security

33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Service Provider shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Service Provider to comply with the requirement of ITS Clause 32 or ITS Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Service Provider or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Service Providers, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring

Agency,

(iii) “collusive practice” is an arrangement among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Service Providers shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part-I
Section II. Bid Data Sheet

The following specific data for the Services and ancillary Goods (if any) to be procured shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITS) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITS.

Introduction	
ITS 1.1	Name of Procuring Agency: Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.
ITS 1.1	Name of Contract: Development of Procurement Management Information System (PMIS) Phase IV
ITS 4.1	Name of Purchaser: Babar Zafar Malik, Chief Technical Advisor, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.
ITS 6.1	<p>For clarification purposes, the Employer's address is: Altaf Hussain Kahoot, Procurement Analyst, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, 21-Davis Road, Lahore.</p> <p>The Employer shall receive requests for clarification no later than 24.04.2019 (Wednesday) during office hours.</p> <p>A pre-bid meeting will be held on 26.04.2019 (Friday) at 10 AM at Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore.</p>
ITS 8.1	Language of the bid is: English

Bid Price and Currency	
ITS 11.2	The price quoted shall be inclusive of all taxes & charges involved in the delivery / performance of contract in accordance with the Terms of References / Schedule of Requirements. No payment shall be made in addition to quoted price.

ITS 11.5	The price shall be in Pak Rupees and shall be fixed .
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Preparation and Submission of Bids	
ITS 13.2	In case of exemption from any tax, duly issued and valid Exemption Certificate must be attached.
ITS 15.1	<p>Amount of Bid Security: PKR 500,000/- (up-to 5% of the estimated cost).</p> <p>Bid Security shall be placed in Technical Proposal envelop.</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Demand Draft, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan in favor of Chief Technical Advisor, Agriculture Delivery Unit, Lahore.</p> <p>NOTE: The amount of Performance Security is 1% of the Contract Price in the form of Call Deposit, Demand Draft, Bankers' Cheque, or Pay Order duly issued from a scheduled bank of Pakistan to be provided by the successful bidder before contract signing.</p>
ITS 16.1	Bid Validity Period: 60 days after the date of opening of bid.
ITS 17.1	<p>Bids shall be submitted in the format of <u>Signal Stage - Two Envelop</u> bidding procedures as provided in Punjab Procurement Rule-2014 (as amended). The envelopes shall be marked as <u>"Technical Proposal & Financial Proposal"</u> along with the name and address of the bidder.</p> <p>Financial Proposal shall be on prescribed forms i.e. Bid Submission Form & Price Schedule. The above-mentioned forms are placed in Section V of part I of these bidding documents.</p> <p>The envelopes of Technical Proposal and Financial Proposal shall be placed in a common outer envelope containing the name of bidder with the title:</p> <p>Development of Procurement Management Information System (PMIS) Phase IV</p>
ITS 18.2 (a)	<p>Address for Bid Submission:</p> <p>Agriculture Delivery Unit (ADU), Agriculture House, 21-Davis Road, Lahore.</p>

	Ph.: +92 - 42 – 99205547
ITS 18.2 (b)	IFB Title and Number: Title: Development of Procurement Management Information System (PMIS) Phase IV Number: ADU/Pro/PMIS II & III-Con/2018-19/15
ITS 19.1	Deadline for Bid Submission: 1100 hours on 30-04-2019 (Tuesday)
ITS 22.1	Time, Date, and Place for Bid Opening: Time: 1130 hours Date: 30-04-2019 (Tuesday) Place: Agriculture Delivery Unit (ADU), Agriculture House, 21-Davis Road, Lahore.

Bid Evaluation															
ITS 25.3	MANDATORY REQUIREMENTS														
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(Please attach valid copies of all certificates / relevant Documents)															
DISTRIBUTION OF TECHNICAL SCORE (Maximum Score 100)															
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2	Financial Soundness of the Bidder	20													
3	Technical competence of the Bidder	45													
4	Presentation and Demonstration of the	15													

Proposed Solution	
Total Score	100
Minimum Qualifying Score	80

1. Quality Management System (Maximum Score- 20)

ISO 9001:2015 Certified or Equivalent	If Yes = 20 Score If No = 0 Score	20
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2. Financial Soundness of the Bidder (Maximum Score - 20)

Following information will be extracted from the Income Tax Returns of the applicant for the last 3 years (2016, 2017, & 2018) to be placed as **Annexure II** of the Bidding Documents by the Bidder.

The bidder has to fulfil the requirements of annual turn-over for all the 3 years in order to get score of a particular category; otherwise score of immediately lower category will be awarded.

Annual Turn Over (in PKR)	MAXIMUM SCORE
Minimum 15 Million per year	4
More than 15 to 20 Million per year	10
More than 20 to 30 Million per year	16
More than PKR 30 Million and above per year	20

Technical Competency of the bidder – Existing Applications/Systems developed by the bidder. (Maximum Score - 45)

NOTE:

- i. Use template placed at **Annexure-III** to provide experience
- ii. Assignments should not be older than last 5 years (i.e. 2014 onwards) and should not be less than PKR 10 million each as one-time development cost (recurring or maintenance cost(s) shall not be considered).

DESCRIPTION	Distribution of mark	MAXIMUM SCORE
Browser Independent Software/System	If Yes = 6 Score If No = 0 Score	6

	Integration thorough REST API or other web services.	If Yes = 6 Score If No = 0 Score	6
	User level rights and access management	If Yes = 6 Score If No = 0 Score	6
	Real-time Analytics	If Yes = 6 Score If No = 0 Score	6
	High user traffic	<ul style="list-style-type: none"> • Users 1 to 9999 = 1 Score • Users 10,000 to 19,999 = 3 Score • Users 20,000 and above = 6 Score 	6
	Disaster Recovery System	If Yes = 5 Score If No = 0 Score	5
	System with e-Commerce/Inventory Management	If Yes = 5 Score If No = 0 Score	5
	5+ Years of Experience in providing in-house technical support. *	If Yes = 5 Score If No = 0 Score	5
	*Provide reasonable documentary evidence.		
4. Presentation & Demonstration of the Proposed Solution (Max. Score: 15)			
	DESCRIPTION	Distribution of mark	MAXIMUM SCORE
	Demonstrate Proposed System – Conceptual	Only Presentation of Idea (5 Score) Note: idea to be in line with the schedule of requirements and ToRs	5
		Presentation of Idea with Prototype(10 Score) - Prototype (05 Score) - Quality of Software (05 Score)	10
		Presentation of Idea with functional software (15 Score) - Software Demo (10 Score) - Quality of Software (5 Score)	15

	<p>Note: Financial Proposals of ONLY the bidders who receive 80% of the Technical Score shall be opened.</p> <p><u>Evaluation of financial proposal (Maximum Score 100):</u></p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70% /weight, and P = 30% / weight</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p> <p>The contract shall be awarded to the lowest evaluated bidder, i.e. the bidder who will receive highest marks as per the above mentioned criteria.</p>
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Contract Award	
ITS 29.1	Percentage for quantity increase or decrease: 15%

Part-I
Section III. Schedule of Requirements

Sr. #	Description/ Requirements	Qty
01	Development of Procurement Management Information System (PMIS) Phase IV	01
02	Capacity Building of relevant Staff of Agriculture Department in using PMIS Phase IV at Bahawalpur, Vehari, Multan, Faisalabad, Chakwal, Rawalpindi, Sargodha, and Lahore.	800- 1000

The contract should be completely performed till 30.06.2019.

Part-I
Section IV. Terms of Reference (ToRs)

Project Overview

PMIS is electronic implementation of the entire procurement cycle for the purchase of goods, works, and services. It covers steps from procurement planning to the supply of required items and the contract closure. Punjab Agriculture Department aimed to achieve a single, unitary, end-to-end Procurement Management Information System (PMIS) solution for its all procurement needs in order to bring transparency, efficiency, accountability, and fairness, in the procurement.

PMIS was planned to be implemented in 4 sequential phases. Phase-I, II & III have already been completed. These three phases cover following aspects of the procurement cycle:

Phase-I:

- Main architecture of procurement management system
- User Accounts & Role Management of Agriculture Department
- Incorporates **Annual Procurement Plan** for Each **Procuring Agency** under the rules and regulations of Government of the Punjab.

Phase-II & III:

- Automation of petty purchase, purchase through quotations, open competitive bidding, direct contracting, and negotiated tendering
- Establish deep structure of Auto generation of **Bidding Documents and Contract Document** separately for goods, works, and services
- Track and confirm right **Procurement Methodology** under the compliance of Punjab Procurement Rules
- Maintain an electronic **Catalogue of Specifications** for items to be Procured including good, works and services. This catalogue assists the end-users to choose a quality specification as per the rules and international best practices
- System generated **alerts and notifications** in form of emails and SMS to inform procuring agencies for their upcoming tasks and informing them about delayed tasks

- Generation of **performance reports** in form of various charts & graphs to provide tools for spend analysis and performance measurement of procurement officers
- Provision of **Help Text** with all input fields and integration of **Tutorials** for the ease of learning and usage

The first three phases thus cover the procurement cycle up to the stage of contract award whereas Phase-VI of PMIS, the last phase, aims to automate the contract management portion of the procurement cycle.

Required Features of PMIS Phase IV

- Track & Monitor Contracts once a procurement contract is finalized
- Generates alerts in form of SMS & Emails wherever necessary to monitor the performance of contract
- Provide an electronic platform to measure the performance of procuring agency in term of handling a contract
- Along with procuring agency performance indicators, same system shall play a key role to identify the performance of contractor/vendors
- Automation of inspections and tests
- Ensure delivery of deliverables
- Add a complete module to handle assets management / inventory management
- Provides a mechanism to correctly generate bills for deliverables after necessary inspections and testing defined in the contract
- Facilitation of running payments / milestone payments
- Support the future needs to auto generate e-Bill submission in District Accounts Office / Accountant General Office
- Evaluate and confirm the contract validity by calculating effectiveness of procurement under authorities rules and terms decided in first half of procurement life cycle (Phas e-I to Phase-III)
- Assist procuring agency in defining the schedule for deliverables
- Auto calculation and deduction from bill the amount of Liquidated Damages as per conditions defined at time of contract signing

- Well organized online IT architecture, intelligent enough to decide the right activity for completing every contract management process
- Inform higher relevant management when a procuring agency fail to finish its contract management job on time
- Provide a complete glance of each agency's performance regarding its contract management process within the organization and auto generate reports periodically as well as on any time, when needed.
- Tendency to generate customized reports as requested by management.
- Quick access to archived data and information on different levels within the organizations
- User friendly and to act as knowledge base to guide new procuring agencies / officers / officials in procurement process to meet their contract management needs
- Capability to integrate with other departments by using their APIs or developing its own to share data & information where needed
- It should be a platform independent and should not be an off-the-shelf solution
- Fully compatible with PMIS Phase-I, II and III because phase-IV needs to be closely linked with already build phases. Remember all already build phases are using LAMP architected so selected bidder or solution provider must consider that phase IV has no conflict with prior developed solutions.

Part-I
Section V. Bidding Forms

1. Bid Submission Form

Date: _____
Ref. No: _____

To
**Chief Technical Advisor,
Agriculture Delivery Unit,
Department of Agriculture,
Government of the Punjab, Lahore.**

Having examined the bidding documents, I / we, the undersigned, offer to provide **Development of Procurement Management Information System (PMIS) Phase IV** in conformity with the said bidding documents, including ToRs and Schedule of Requirements, contained therein, as for the sum of *[total bid amount in words & figures]* _____ or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

I / We undertake that, if my / our Bid is accepted, to provide the Services in accordance with the delivery schedule specified in the Schedule of Requirements and ToRs.

If my / our Bid is accepted, I / we will obtain the **guarantee of a bank in a sum equivalent to 1% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

I / We agree to abide by this Bid during the bid validity period starting from the date fixed for Bid opening under Clause 22 of the Instructions to Service Providers, and it shall remain binding upon me / us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by me / us to agents relating to this Bid, and to contract execution if I / we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
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(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedules

Sr. #	Description	Qty	Cost
01	Development of Procurement Management Information System (PMIS) Phase VI	01	
02	*Capacity Building of relevant Staff of Agriculture Department in using PMIS (Phase-IV) at Bahawalpur, Vehari, Multan, Faisalabad, Chakwal, Rawalpindi, Sargodha, and Lahore (one day at each station).	800-1000	
Total			

*All the costs of travel, boarding, and lodging of trainers will be borne by the Contractor.

Part-II
Section I. Contract Forms
1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between **Chief Technical Advisor, Agriculture Delivery Unit, 21-Davis Road, Lahore** (hereinafter called “the Purchaser”) of the one part and *[name of Service Provider]* of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Purchaser invited bids for **Development of Procurement Management Information System (PMIS) Phase IV** and has accepted a bid by the Service Provider for the supply of these services for a sum of *[contract price in words & figures]* (hereinafter called “the Contract Price”):

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Service Provider;
 - (b) the Schedule of Requirements;
 - (c) the Terms of Reference;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the goods and 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 Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

(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
(To be submitted by the successful bidder)

Contract No. _____

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 Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb 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 GoPb, 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 GoPb 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 rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to **indemnify GoPb** for any loss or damage incurred by it on account of its corrupt business

practices and further pay compensation to GoPb in an **amount equivalent to ten time** 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 GoPb.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Part-II

Section II. General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means those Goods ancillary to the provision of Services such as equipment, plant, machinery, consumable Goods and/or other incidental materials which the Service Provider is required to supply to the Purchaser during provision of Services under the Contract.
 - (c) "The Services" means all those Services which the Service Provider agrees to provide to the Purchaser under this Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the organization purchasing the Services and ancillary Goods, as named in SCC.
 - (h) "The Purchaser's country" is Islamic Republic of Pakistan.
 - (i) "The Service Provider" means the individual or firm or company supplying the Services and ancillary Goods under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.

- (k) "Day" means calendar day.
- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.2 For purposes of this Clause, "origin" means the place from where the Services are supplied and / or the ancillary Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Services and / or ancillary Goods are distinct from nationality of the Service Provider.
- 4. Standards** 4.1 The Services and ancillary Goods provided under this Contract shall conform to the standards mentioned in the Terms of Reference, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Services and ancillary Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Client** 5.1 The Service Provider shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Service Provider shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider's performance under the Contract if so required by the Purchaser.
- 5.4 The Service Provider shall permit the Procuring Agency to

inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

- 6. Patent Rights**
- 6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services and ancillary Goods or any part thereof.
- 7. Performance Security**
- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Service Provider shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Services and ancillary Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Terms of Reference shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Service Provider or its subcontractor(s), at point of delivery, and/or at the Services and ancillary Goods' final destination. If conducted on the premises of the Service Provider 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 Purchaser.
- 8.3 Should any inspected or tested Service or ancillary Goods fail to conform to the Specifications, the Purchaser may reject the Services and ancillary Goods, and the Service Provider shall either replace the rejected Service and ancillary Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Services and ancillary Goods after the Services and ancillary Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Services and ancillary Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Services and ancillary Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Service Provider shall provide such packing of the ancillary Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the ancillary Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

- 10. Delivery and Documents**
- 10.1 Delivery of the Services and ancillary Goods shall be made by the Service Provider in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.
- 10.2 Documents to be submitted by the Service Provider are specified in SCC.
- 11. Insurance**
- 11.1 The Services and ancillary Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. Transportation**
- 12.1 The Service Provider is required under the Contract to transport the ancillary Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Service Provider, and related costs shall be included in the Contract Price.
- 13. Incidental Service**
- 13.1 The Service Provider may be required to provide any or all of the following additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and / or start-up of the supplied ancillary Goods;
 - (b) furnishing of tools required for assembly and / or maintenance of the supplied ancillary Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied ancillary Goods;
 - (d) performance or supervision or maintenance and / or repair of the supplied ancillary Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Service Provider's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied ancillary Goods.

13.2 Prices charged by the Service Provider for incidental Services and or Goods, if not included in the Contract Price for the Services, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Service Provider for similar Services / Goods.

14. Spare Parts

14.1 As specified in SCC, the Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts distributed or manufactured by the Service Provider:

- (a) such spare parts as the Purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Service Provider warrants that the Services and ancillary Goods (if any) supplied 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 Service Provider further warrants that all Services and ancillary Goods (if any) supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Purchaser's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Services and ancillary Goods (if any) in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Services and ancillary Goods (if any), or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Services and ancillary Goods or parts thereof (if any), without costs to the Purchaser.

15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

16.2 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed and ancillary Goods (if any) delivered, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Service Provider for Services performed and ancillary Goods (if any) delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Service Provider pursuant to GCC Clause 31, make changes

within the general scope of the Contract in any one or more of the following:

- (a) the Services to be provided by the Service Provider and / or
- (b) drawings, designs, or specifications, where ancillary Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place of delivery.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider'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 Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Service Provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Service Provider's Performance

22.1 Performance of the Services and delivery of ancillary Goods (if any) shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services and delivery of the

ancillary Goods (if any), the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Service Provider fails to perform the Services or to deliver any or all of the ancillary Goods (if any) within the period(s) specified in the Contract, the Purchaser 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 unperformed Services or delivered price of the delayed ancillary Goods (if any) for each week or part thereof of delay until actual performance or delivery, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to perform any or all of Services and / or provide any or all of ancillary Goods (if any) within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in

competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services and ancillary Goods (if any) similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services and ancillary Goods (if any). However, the Service Provider shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and

the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider 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.

- 26. Termination for Insolvency** 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience** 27.1 The Purchaser, by written notice sent to the Service Provider, 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 Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Services and ancillary Goods (if any) that are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services and ancillary Goods (if any), the Purchaser 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 Service Provider an agreed amount for partially completed Services and ancillary Goods (if any) and for materials and parts previously procured by the Service Provider.
- 28. Resolution of Disputes** 28.1 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Contract dispute, either

party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and / or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services and ancillary Goods (if any) to the Purchaser.

Part-II
Section III. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **Chief Technical Advisor, Agriculture Delivery Unit, Department of Agriculture, Government of the Punjab, Lahore**

GCC 1.1 (h)—The Purchaser’s country is: **Islamic Republic of Pakistan**

GCC 1.1 (i)—The Service Provider is: [Detail]

GCC 1.1 (j)—The Project Site is: **Lahore**

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 1% (one per cent of the Contract Price) in the shape of CDR, Pay Order, Demand Draft, or Banker’s Cheque duly issued from a scheduled bank of Pakistan.

6. Insurance (GCC Clause 11)

GCC 11.1— **Insurance coverage of all types is Service Provider’s responsibility. Since the Insurance is seller’s responsibility, he/she may arrange appropriate coverage.**

9. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment:

- i. All payments shall be made in PKR
- ii. Payment shall be made after completion of the all tasks and issuance of Taking-Over Certificate by the purchaser.

- iii. The payment pertaining to training of staff will be made after completion of all trainings.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: **Fixed.**

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of Contract Price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Service Provider, the dispute shall be referred to arbitration at Lahore in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes – **Chief Technical Advisor, Agriculture Delivery Unit, Agriculture House, 21-Davis Road, Lahore.**

—Service Provider's address for notice purposes:

Annexure-I

Affidavit for Correctness of Information and Non-Blacklisting
(To be printed on PKR 100 Stamp Paper)

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, or any other autonomous or corporate body anywhere in Pakistan.

Signed by an authorized representative

Name of the Applicant: _____

Date: _____

Annexure – II
INCOME TAX RETURNS FOR LAST 3 YEARS
(2016, 2017, 2018)

Annexure – III

List of Projects / Assignments Handled by the Applicant Related to IT

SR. NO.	NAME OF THE PROJECT/ ASSIGNMENT	LOCATION PROVINCE/ COUNTRY/ CITY	CLIENT	COST OF THE PROJECT	<u>IMPLEMENTATION</u> START: COMPLETION:	HANDLED AS: <ul style="list-style-type: none">• SINGLE FIRM/: S• LEAD FIRM/: L• CONSORTIUM FIRM: C	TOTAL COST OF SERVICES	COST OF SERVICES PROVIDED BY THE BIDDER	SCOPE OF PROJECT/ ASSIGNMENT COMPONENT S/VOLUME OF WORK ETC.
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Note: Provide information in chronological order and attach herewith verifiable documentary evidence issued by the concerned agency.

Annexure – IV

Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

KNOW ALL MEN BY THESE PRESENTS THAT by this Power of Attorney(“**Power of Attorney**”), _____ [Insert name firm/Consortium] having its registered office at [-----], does hereby nominate, appoint and authorize Mr. _____, having CNIC No. _____ hereinafter referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

- i. Sign and submit to Project Coordinator or its authorized nominee, the EOI/Tender/Bid of IT Consultancy Firm for “**Hiring Non-Consulting Services of IT Firm for Developing Procurement Management Information System (PMIS) (Phase II & III)**”, in response to the EOI advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the EOI/Tender/Bid.
- ii. execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the EOI/Tender/Bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI and/or Bid in response to the above referred tenders including signing and submission of all documents ,instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings)and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Consortium], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this **POWER OF ATTORNEY** as of [Date].

FOR: [INSERT NAME OF APPLICANT FIRM/ CONSORTIUM]

Signature: _____
Name: _____
Title: _____
CNIC/Passport No. : _____

Annexure – V
Litigation History

NAME:

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of litigation and matter in dispute	Disputed amount (Current value in PKR)

Note:

- i. Attach Affidavit on stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- ii. Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last 10 years or currently under execution.