

# **PUNJAB FINANCIAL ADVISORY SERVICES (PFAS)**

## **GOVERNMENT OF THE PUNJAB**



### **BIDDING DOCUMENT**

(Drafted as per PPRA SBD)

# **PROVISION AND IMPLEMENTATION OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM IN PFAS**

**(Single Stage Two Envelope)**

**(Note: Procurement is done by PFAS in line with Punjab Procurement Rules 2014)**

**Procurement Reference No. PFAS/2026-27/04**

## DISCLAIMER

1. The information contained in this Bidding Document or subsequently provided to Bidder(s), whether verbally or in written form by or on behalf of Punjab Financial Advisory Services (PFAS), or any of their employees or advisors, shall be subject to the terms and conditions set out in this Bidding Document and any other terms and conditions subject to which such information is provided.
2. This Bidding Document does not purport to contain all the information each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for PFAS, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this Bidding Document. Certain Bidders may have better knowledge of the proposed Project than others may. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bidding Document and obtain independent advice from appropriate sources. PFAS, its Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bidding Document.
3. PFAS may, in their absolute discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this Bidding Document or cancel the present Invitation and call for fresh Invitations. Such changes would be intimated to all Bidders using this Bidding Document.
4. PFAS reserves the right to reject any or all of Bids submitted in response to this Invitation at any stage without assigning any reasons whatsoever before acceptance of any bid. PFAS also reserves the right to hold or withdraw from or cancel the process at any stage up to the final pre-qualification / shortlisting / selection.
5. Neither PFAS nor their employees or representatives will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays.
6. Mere submission of this Bid or Pre-qualification or issue of RFP does not vest any right in the Bidder for being selected for the project.
7. A bidder participating in this bid is directly accepting all the terms and conditions/clauses mentioned in this bidding document.
8. In case of any technical issues or issues with Punjab E-Procurement System, the decision taken by the Procuring Agency will be final.
9. All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014, Amended till date of advertisement. In case of any conflict between the provision of this document and PPRA Act- 2009/ PPRA Rules-2014, the later shall prevail.

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## Section-I: Invitation to Bid

### E-TENDER NOTICE

#### **PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR PFAS OFFICE** **Procurement Reference No. PFAS/2026-27/04**

Punjab Financial Advisory Services (PFAS) is a newly established entity under the Finance Department, Government of the Punjab, mandated to provide financial, fiscal, and management advisory services to the Government. PFAS supports public sector institutions through technical assistance, policy advice, and institutional strengthening initiatives.

PFAS invites bids (as per Section – III) from Bidders i.e. firms / companies / sole proprietor / general order suppliers/ JV/ Consortium registered on **PUNJAB E-PROCUREMENT SYSTEM** and with relevant Registration Authorities and Tax Departments / Authorities (Income Tax and Service Tax). Partial bidding for any items is not permitted. The Bids shall be received as per ‘**Single Stage Two Envelope**’ Bidding Procedure, as prescribed in PPRA Rules, 2014 (as amended). Tender Notice / Bidding Document containing detailed requirements, terms & conditions is available for the registered bidders on **PUNJAB E-PROCUREMENT SYSTEM** at <https://ep.punjab.gov.pk/> and Punjab Procurement Regulatory Authority (PPRA) website: <https://ppra.punjab.gov.pk> and PFAS website: <https://pfas.pk/>

Bids must be submitted through **PUNJAB E-PROCUREMENT SYSTEM** on or before **21<sup>st</sup> September 2026 till 03:00 PM**. Bids submitted manually / hard copy or through courier will not be entertained. The **Estimated total cost of this procurement is PKR 33,000,000 /-** (inclusive of all applicable taxes). **Bid security amount shall be PKR 825,000/-** (2.5% of the estimated amount).

The Bids will be opened through **PUNJAB E-PROCUREMENT SYSTEM** on the same day at **03:30 PM** in the presence of the Bidders’ representatives who may choose to be present at the address below. In case of official holiday on the day of submission, next day will be treated as closing date. A **pre-bid meeting** will be held on 10<sup>th</sup> September 2026, at 11:00 AM.

Bidding Documents are immediately available after date of publication. PFAS will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or submission of Bids through PUNJAB E-PROCUREMENT SYSTEM. The complete procurement process shall be governed by Punjab Procurement Rules, 2014 (PPRA Rules).

The URL of the website of PPRA is (<https://ppra.punjab.gov.pk>) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

**Senior Manager Procurement & Contracts**

**Punjab Financial Advisory Services**

**Contact:** Ph: +92 42 99268303-4 Ext:118

10<sup>th</sup>, 11<sup>th</sup> & 16<sup>th</sup> Floor, Imperium Tower, 1H Tevta Rd, Gulberg II, Lahore

website: <https://pfas.pk/>

## Section-II: Instructions to Bidders (ITB)

### 2.1. Introduction

#### 2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of *[nature of services to be decided by the procuring agency]* as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

#### 2.1.2 Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

#### 2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) *[To be decided by the Procuring Agency]*, except as provided hereinafter.
- ii) Bidders 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 consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.



*[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA].*

- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) are 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 and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another

Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm, Service Provider and contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

#### **2.1.4. Cost of Bidding**

- i) The Bidder 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 Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-

#### **2.1.5. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

#### **2.1.6. Work Plan/Deputation Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

### **2.2. The Bidding Documents**

#### **2.2.1. Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
- (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)

- (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form
  - (n) Contract Form
  - (o) Financial Bid Form / Price Schedule
  - (p) Performance Guarantee Form
  - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
  - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
  - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification of Bidding Documents**
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation

of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a

timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 2.3. Preparation of Bids

### 2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### 2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the person/guard *[to be decided by the procuring agency]* the services of which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise/ package wise *[to be decided by the Procuring Agency on form 8.10]*
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the

comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

- iv) Prices quoted by the Bidder shall be fixed during the Bidder'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 non-responsive and may be rejected.

#### **2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

#### **2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### **2.3.6. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ( ) Days, beyond the validity of Bid. *[to be decided by the Procuring Agency keeping in view the time to be taken till award of contract or signing of contract agreement and chances of extension in Bid]*

validity if any. The number of days will be expressed in word and figures].

- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than .... ( ) days [to be inserted by the Procuring Agency in word and figures] after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. in the case of a successful Bidder, if the Bidder:
    - i. fails to sign the contract in accordance with ITB Clause 2.6.3;  
**or**
    - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

### **2.3.7. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.



- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

### **2.3.8. Format and Signing of Bid**

- i) The Bidder 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 prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vi) The Bidder 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 Bidder is awarded the contract.

### **2.3.9. Minimum Wage rates/all applicable taxes**

- i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

## **2.4. Submission of Bids**

### **2.4.1 Sealing and Marking of Bids**

- i) As per Rule 24, the Bidder 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.

- ii) The inner and outer envelopes shall:
  - a. be addressed to the Procuring Agency 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 to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE..... (time and date),” *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder 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 securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.

- b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

- viii) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address provided in the BDS;
  - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

#### **2.4.3. Late Bids**

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder 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 Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). 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.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) 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 Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

#### **2.5. Opening and Evaluation of Bids**

##### **2.5.1. Opening of Bids by the Procuring Agency**

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a

valid authorization to request the substitution and is read out and recorded at bid opening.

- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder’s Bid.

- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.

Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of *simple services/janitorial services/security services/repair and maintenance/any other services etc.* and related materials.
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency 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.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. 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 may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. 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** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **and Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to



be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) has been properly signed;
  - d) is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.



- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

#### **2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

#### **2.5.8. Post-qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

#### **2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring

additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

#### **2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelopes bidding procedure is adopted.

- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

### **2.6.2. Performance Guarantee**

- i) Within fifteen (15) *[to be decided by the procuring agency]* days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

### **2.6.3. Signing of Contract/ Issuance of work Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

#### **2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

#### **2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of *simple services/janitorial services/security services/repair and maintenance/any other services etc.* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

#### **2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

#### **2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

#### **2.6.8. Corrupt or Fraudulent Practices**

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in*

*Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

## **ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

### **Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.**– (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring*

agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**—(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation

*before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) *precise allegation, against the bidder or Contractor;*
  - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period*



*of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
  10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
  11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
  12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
  13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
  14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
  15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
  16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
  17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.



## **Section-III. Technical Specifications**

### **Draft Terms of Reference (TORs)**

#### **Implementation of a Tier-2 Enterprise Resource Planning (ERP) System**

##### **1.Introduction**

Punjab Financial Advisory Services (PFAS) is a newly established authority under the Finance Department, Government of the Punjab, mandated to provide financial advisory services. To support its operational requirements and ensure transparency, efficiency, and compliance with applicable rules and regulations, PFAS intends to implement an Enterprise Resource Planning (ERP) system.

The proposed ERP system intends to deliver comprehensive financial management, procurement & contracts management, project management, human resource, and payroll functionalities, in full compliance with PFAS requirements, applicable government rules and regulations, and recognized industry best practices.

##### **2. Objective of the Assignment**

The objective of this assignment is to provide end-to-end consultancy services for the successful implementation of commercially available, vendor-supported cloud-based ERP system, along with an add-on integrated HR and Payroll system, including requirement assessment, system design, configuration, deployment, training, and post-implementation support, to support PFAS's operational, financial, and human resource management requirements in line with organizational needs and applicable regulations.

##### **3. High Level ERP Functionalities**

The proposed ERP solution shall be a commercially available, internationally recognized Enterprise Resource Planning (ERP) platform with a proven implementation track record across multiple industries and countries. The solution may not be a bespoke or custom-developed application created solely for this procurement.

The ERP platform shall be a mature, configurable, off-the-shelf (COTS) enterprise application that is actively maintained by its original software publisher (OEM), with regular product releases, security updates, documented product roadmaps, and long-term vendor support.

The broader overview of the required functionalities in ERP system is but not limited to:

- Automated business process workflows with multi-dimensional reporting, dashboards, and analytics.
- Configurable multi-level approval workflow hierarchy
- Role-based Access Control
- The solution shall maintain centralized master data management ensuring a single authoritative source for enterprise master records.
- Real-time employee master synchronization (employee ID, name, department, cost center, status)
- Automated payroll journal posting from HR/Payroll to ERP General Ledger

## 4. KEY BUSINESS REQUIREMENTS

### 4.1 Overview

The proposed Tier-2 Cloud-Based Enterprise Resource Planning (ERP) Solution shall provide an integrated enterprise platform to support PFAS's financial management, procurement, contract administration, project management, human resource management, payroll administration, reporting, workflow automation, and governance requirements.

The ERP solution shall be a commercially available, vendor-supported platform capable of delivering standardized business processes, centralized data management, workflow automation, real-time reporting, security controls, and seamless integration across all business functions.

The scope shall include, but not be limited to, the following modules and capabilities.

### 4.2 Finance and Accounting Management

The ERP solution shall include a comprehensive Finance and Accounting module capable of supporting:

#### General Ledger

- Multi-level Chart of Accounts
- Journal Voucher Management
- Voucher Posting and Approval
- Cost Center Management
- Financial Period Management
- Fiscal Year Management
- Strong Financial Controls

#### Accounts Payable

- Vendor Invoice Processing
- Payment Voucher Management
- Advance Payments
- Vendor Reconciliation
- Aging Analysis

#### Accounts Receivable

- Customer Management
- Invoice Management
- Receipt Processing
- Receivable Tracking
- Aging Reports

#### Banking and Treasury

- Bank Management
- Bank Reconciliation
- Payment Processing
- Receipt Management
- Cheque Management

#### Financial Reporting

- Trial Balance
- General Ledger
- Balance Sheet

- Profit & Loss Statement
- Cash Flow Statement
- Cost Center Reports
- Management Reports

#### **4.3 Budget Planning and Control**

The solution shall support:

- Budget Preparation
- Budget Allocation
- Budget Approval Workflows
- Budget Revisions
- Budget Transfers
- Budget Consumption Monitoring
- Budget Availability Checks
- Variance Analysis
- Budget Dashboards and Reports
- Tightly Aligned with Financial Reporting, must not be customized developed

#### **4.4 Procurement and Contract Management**

The solution shall support:

##### **Vendor Management**

- Vendor Registration
- Vendor Qualification
- Vendor Master Management
- Vendor Performance Monitoring

##### **Procurement Operations**

- Purchase Requisitions
- Request for Quotations (RFQ)
- Comparative Statements
- Purchase Order Management
- Goods Receipt Management
- Procurement Workflows

##### **Contract Management**

- Contract Registration
- Contract Monitoring
- Contract Amendments
- Contract Expiry Tracking
- Contract Reporting

#### **4.5 Inventory and Stores Management**

The solution shall support:

- Item Master Management
- Warehouse Management
- Goods Receipt Notes (GRN)
- Stock Issuance

- Stock Returns
- Stock Transfers
- Inventory Adjustments
- Inventory Valuation
- Inventory Reporting

#### **4.6 Fixed Asset Management**

The solution shall support the complete asset lifecycle including:

- Asset Registration
- Asset Classification
- Asset Allocation
- Asset Tracking
- Barcode / QR Code Support
- Asset Transfers
- Asset Maintenance
- Asset Inspection
- Asset Audit
- Depreciation Management
- Asset Disposal

#### **4.7 Human Resource Management**

The Human Resource module shall support:

Employee Administration

- Employee Master Data
- Organizational Structure
- Position Management
- Grade Management
- Employee History Tracking

Workforce Management

- Leave Management
- Attendance Management
- Biometric Integration
- Employee Self-Service Portal
- Employee Document Management

Talent and Performance Management

- Recruitment Support
- Candidate Database
- Training Management
- Career Development
- KPI Management
- Performance Evaluations

#### **4.8 Payroll Management**

The Payroll solution shall support:

- Salary Structures
- Payroll Processing
- Income Tax Calculations
- Loans and Advances

- Allowances and Deductions
- Arrears Processing
- Payroll Approval Workflows
- Payroll Reporting
- Automatic Integration with ERP Financial Modules

#### **4.9 Project Management**

The solution shall support:

- Project Registration
- Project Planning
- Project Cost Management
- Project Budget Monitoring
- Task Management
- Milestone Tracking
- Project-Based Access Control
- Resource Allocation
- Project Dashboards and Reporting
- integration with 3rd Party Project Management tools

#### **4.10 Workflow and Business Process Automation**

The ERP shall provide:

- Configurable Workflow Engine
- Multi-Level Approval Hierarchies
- Delegation of Authority
- Escalation Rules
- SLA Tracking
- Automated Notifications
- Email Alerts
- Mobile Approval Capabilities
- Workflow Audit Trails

#### **4.11 Reporting, Analytics and Dashboards**

The solution shall provide:

- Real-Time Dashboards
- Ad-Hoc Reporting
- KPI Monitoring
- Executive Dashboards
- Graphical Data Visualization
- Drill-Down Reporting
- Business Intelligence Integration
- Export to Excel, PDF, and CSV
- AI Based Agent provision for guidance inside ERP

#### **4.12 Security and Access Management**

The ERP shall provide:

- Role-Based Access Control (RBAC)
- User Access Management
- Single Sign-On (SSO)

- Audit Trails
- Data Access Controls
- Activity Logging
- Segregation of Duties Controls
- Configurable Security Policies

#### 4.13 Integration Requirements

The ERP solution shall support integration with:

- HR & Payroll System
- Existing Biometric Devices
- Microsoft Excel
- Email Notification Systems
- Third-Party Applications through REST APIs
- Data Integration of All Modules for Inhouse LLM.

#### 4.14 Enterprise Data Management

The ERP shall maintain:

- Centralized Master Data Management
- Single Source of Truth
- Data Validation Rules
- Cross-Module Data Synchronization
- Employee Master Synchronization
- Budget and Cost Center Synchronization
- Vendor Master Synchronization
- Payroll Journal Posting to General Ledger

#### 4.15 Master Data Ownership and Integration Matrix

| Dataset             | Primary Source Module    | Consuming Modules                             | Remarks                                        |
|---------------------|--------------------------|-----------------------------------------------|------------------------------------------------|
| Chart of Accounts   | Finance (General Ledger) | Procurement, HR, Payroll, Projects, Budgeting | Created and maintained only in Finance         |
| Financial Calendar  | Finance                  | All Modules                                   | Single enterprise calendar                     |
| Company Information | System Administration    | All Modules                                   | Shared master data                             |
| Branches / Offices  | Administration           | HR, Finance, Procurement, Projects            | Centralized maintenance                        |
| Departments         | HR                       | Finance, Procurement, Project                 | HR owns organizational structure               |
| Cost Centers        | Finance                  | Procurement, HR, Payroll, Project             | Financial reporting basis                      |
| Projects            | Project Management       | Finance, Procurement, Budget                  | Single project master                          |
| Budget Heads        | Budget Management        | Finance, Procurement                          | Used for budget control                        |
| Budget Allocation   | Budget Management        | Procurement, Finance                          | Budget availability checked during procurement |
| Employees           | HR                       | Payroll, Finance, Project                     | HR is master owner                             |
| Employee Position   | HR                       | Payroll                                       | HR controlled                                  |
| Employee Grade      | HR                       | Payroll                                       | Used for salary calculations                   |
| Leave Balances      | HR                       | Payroll                                       | Payroll only consumes leave information        |

|                                 |                                   |                      |                                    |
|---------------------------------|-----------------------------------|----------------------|------------------------------------|
| Attendance                      | HR / Attendance System            | Payrol               | Integrated automatically           |
| Payroll Elements                | Payroll                           | Finance              | Payroll owns salary calculations   |
| Salary Structure                | Payroll                           | HR                   | Payroll maintains components       |
| Vendors                         | Procurement                       | Finance              | Single vendor master               |
| Vendor Bank Accounts            | Procurement                       | Finance              | Verified vendor information        |
| Purchase Requisitions           | Procurement                       | Budget, Finance      | Procurement owns lifecycle         |
| Purchase Orders                 | Procurement                       | Finance, Inventory   | Created only in Procurement        |
| Contracts                       | Procurement / Contract Management | Financ               | Linked with procurement            |
| Goods Receipt Notes             | Inventory                         | Finance, Procurement | Inventory confirms receipt         |
| Inventory Items                 | Inventory                         | Procurement, Finance | Item master maintained centrally   |
| Warehouses / Stores             | Inventory                         | Procurement, Finance | Centralized                        |
| Fixed Assets                    | Asset Management                  | Finance              | Asset register maintained here     |
| Asset Depreciation              | Fixed Assets                      | Finance              | Posted automatically to GL         |
| Customer Master (if applicable) | CRM / Receivables                 | Finance              | Single customer master             |
| Accounts Receivable             | Finance                           | Reporting            | Finance owns financial balances    |
| Accounts Payable                | Finance                           | Procurement          | AP generated from Procurement      |
| General Ledger                  | Finance                           | Reporting            | Ultimate financial source of truth |
| Bank Accounts                   | Finance                           | Treasury             | Managed only by Finance            |
| Bank Reconciliation             | Finance                           | Reporting            | Finance responsibility             |
| Tax Configuration               | Finance                           | Procurement, Payroll | Shared tax rules                   |
| Workflow Definitions            | Workflow Engine                   | All Modules          | Enterprise workflows               |
| Approval Hierarchy              | HR / Workflow                     | All Modules          | Based on organization structure    |
| User Accounts                   | Identity Management               | All Modules          | Authentication only                |
| Roles & Permissions             | System Administration             | All Modules          | Centralized security               |
| Audit Logs                      | System Administration             | Compliance           | Immutable records                  |
| Reports                         | Reporting / BI                    | All Modules          | Read-only data consumption         |
| Dashboards                      | BI                                | All Modules          | No direct data maintenance         |
| Documents / Attachments         | Document Management               | All Modules          | Shared repository                  |

#### 4.16 Business Continuity, Backup and Disaster Recovery

| Ref | Data Backup & Disaster Recovery                                                                                                                                                                                                                                            | M/P |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1   | The solution shall perform automated backups of all ERP and HR/Payroll data, configuration, and integration state. Backup frequency, type (full/incremental), and retention period shall be defined and documented.                                                        | M   |
| 2   | Recovery Point Objective (RPO): maximum tolerable data loss shall not exceed [e.g. 1 hour]. Recovery Time Objective (RTO): service shall be restored within [e.g. 4 hours] of a declared disaster. (PFAS to confirm targets; align RTO with the P1 SLA resolution target.) | M   |
| 3   | Backups shall be encrypted at rest and in transit, and stored with geographic redundancy. The bidder shall disclose data-centre locations and confirm compliance with any applicable Government of Punjab / Pakistan data-residency requirements.                          | M   |
| 4   | A documented Disaster Recovery Plan shall be provided, covering failover, restoration procedure, roles/responsibilities, and communication. DR drills shall be conducted at least [annually] with a written test report submitted to PFAS.                                 | M   |
| 5   | The bidder shall state the division of backup/DR responsibility between cloud provider, implementation partner, and PFAS, with no gap in coverage across the ERP–HR/Payroll boundary.                                                                                      | M   |
| 6   | On request and at exit, PFAS shall be able to retrieve a complete copy of its data in a non-proprietary, machine-readable format (see Section 11 — Exit/Handover).                                                                                                         | M   |

#### 4.17 Source Code Ownership, Custody and Exit Management

| Ref | Code Owner, Custodian, escrow and exit/handover                                                                                                                                                                                                                                                                                                                         | M/P |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1   | All quoted ERP modules may be standard, out-of-the-box components of the OEM's released product, developed and may be supported by the OEM.                                                                                                                                                                                                                             | M   |
| 2   | All bespoke developments created specifically for PFAS — including custom extensions/applications, integration code and connectors, custom reports, workflows, scripts, and configuration artefacts — shall be the intellectual property of PFAS. Full, commented source code and build/deployment instructions shall be delivered to PFAS and updated at each release. | M   |
| 3   | The bidder retains ownership of the core platform and any pre-existing proprietary components; these are licensed/subscribed, not transferred. The bidder shall identify any such component on which PFAS operationally depends.                                                                                                                                        | M   |
| 4   | Source-code escrow: for any vendor-retained component that PFAS depends on, the bidder shall place current source code and build instructions in escrow with an agreed third party, with release                                                                                                                                                                        | M   |



| Ref | Code Owner, Custodian, escrow and exit/handover                                                                                                                                                                                                                                 | M/P |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
|     | to PFAS triggered by events including vendor insolvency, cessation of support, or abandonment of the solution.                                                                                                                                                                  |     |
| 5   | Code custodianship during the contract: the bidder shall maintain all PFAS-owned source in a version-controlled repository to which PFAS has read access, with no undocumented or hard-coded dependencies that would obstruct future migration or support by a different party. | M   |
| 6   | All customizations shall be fully documented (as-built / technical design documentation) sufficient for a competent third party to support and modify them.                                                                                                                     | M   |

#### 4.18 Change Control and Change Request Management

| Ref | Change Control / Change Request Management                                                                                                                                                                    | M/P |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1   | All changes to agreed scope, configuration, customizations, integrations, or reports shall follow a documented <b>Change Request (CR)</b> process. No change shall be implemented without an approved CR.     | M   |
| 2   | Each CR shall record: description, business justification, affected modules/processes, impact on cost, timeline, license tier (links to Section 8), and risk, prepared by the vendor for PFAS review.         | M   |
| 3   | CRs shall be classified (e.g. minor configuration vs major customization) with a defined <b>approval authority and turnaround</b> at each level. PFAS approval is required before work begins.                | M   |
| 4   | A <b>Change Control Board / committee</b> (PFAS + vendor) shall review and approve/reject CRs, and maintain a CR log/register visible to PFAS.                                                                | M   |
| 5   | Effort for changes shall be drawn first from any <b>agreed change/contingency pool or man-day rates quoted in the price schedule</b> , so change pricing is pre-agreed rather than negotiated under pressure. | M   |
| 6   | Emergency changes (e.g. to restore service) shall have an expedited path with <b>retrospective documentation and approval</b> .                                                                               | M   |
| 7   | Every implemented change shall be reflected in updated configuration/as-built documentation and source-code custody, and pass testing/UAT before production deployment.                                       | M   |
| 8   | All changes shall be captured in the audit trail                                                                                                                                                              | M   |

## **5. SCOPE OF WORK**

### **5.1 Overview**

The successful bidder shall provide complete end-to-end services for the implementation of the ERP and HR & Payroll Solution, including software subscription, solution design, configuration, customization, integration, data migration, testing, training, deployment, stabilization, support, and maintenance.

### **5.2 Project Initiation and Requirement Assessment**

The bidder shall:

- Conduct project kick-off meetings.
- Conduct stakeholder workshops.
- Perform business process analysis.
- Document As-Is processes.
- Design To-Be processes.
- Conduct fit-gap analysis.
- Prepare implementation roadmap and project plan.

#### **Deliverables**

- Project Charter
- Project Plan
- Fit-Gap Analysis Report
- Business Requirements Specification (BRS)
- Solution Requirements Specification (SRS)

### **5.3 Solution Design and Architecture**

The bidder shall:

- Design ERP architecture.
- Design security architecture.
- Design integration architecture.
- Design workflow structures.
- Define reporting framework.
- Define migration approach.

#### **Deliverables**

- Solution Architecture Document
- Security Design Document
- Integration Design Document
- Workflow Design Document

### **5.4 ERP Configuration and Implementation**

The bidder shall configure and implement:

- Finance & Accounting
- Budget Management
- Procurement & Contract Management
- Inventory Management
- Fixed Assets
- Project Management
- Reporting & Dashboards

#### **Deliverables**

- Configured ERP Environment
- Module Configuration Documentation
- Workflow Configuration Documentation

## **5.5 HR & Payroll Implementation**

The bidder shall configure and implement:

- Human Resource Management
- Attendance Management
- Leave Management
- Performance Management
- Employee Self-Service
- Payroll Management

### **Deliverables**

- HR Configuration Documentation
- Payroll Configuration Documentation
- Integration Documentation

## **5.6 Integration Services**

The bidder shall implement and test:

- ERP–HR/Payroll Integration
- Biometric Integration
- Email Notification Integration
- API-Based Integrations

### **Deliverables**

- Integration Specifications
- API Documentation
- Integration Test Reports

## **5.7 Data Migration**

The bidder shall:

- Prepare migration templates.
- Map legacy data.
- Migrate master and transactional data.
- Validate migrated data.
- Reconcile migrated information.

### **Deliverables**

- Migration Strategy
- Migration Plan
- Reconciliation Report
- Migration Completion Report

## **5.8 Reporting and Analytics**

The bidder shall:

- Configure standard reports.
- Develop custom reports.
- Configure dashboards.
- Configure KPI reporting.

### **Deliverables**

- Report Catalogue
- Dashboard Catalogue
- Reporting Documentation

## **5.9 Testing and Quality Assurance**

The bidder shall perform:

- Unit Testing
- System Integration Testing (SIT)
- User Acceptance Testing (UAT)
- Security Testing
- Performance Testing

### **Deliverables**

- Test Plan
- Test Scripts
- Test Reports
- UAT Sign-Off

## **5.10 Training and Change Management**

The bidder shall:

- Conduct Administrator Training.
- Conduct End User Training.
- Provide Training Materials.
- Conduct Knowledge Transfer Sessions.

### **Deliverables**

- Training Plan
- User Manuals
- Administrator Guides
- Training Completion Reports

## **5.11 Go-Live and Stabilization Support**

The bidder shall:

- Validate production readiness.
- Deploy production environment.
- Monitor go-live activities.
- Resolve post-go-live issues.
- Support users during stabilization.

The stabilization period shall be a minimum of ninety (90) days following production deployment.

### **Deliverables**

- Go-Live Checklist
- Deployment Report
- Stabilization Report
- Issue Resolution Log

## **5.12 Post-Implementation Support and Maintenance**

The bidder shall provide support services for thirty-six (36) months after successful go-live, including:

- Incident Management
- Problem Management
- Preventive Maintenance

- Application Support
- Security Updates
- Performance Monitoring
- SLA Compliance Monitoring

#### **Deliverables**

- Monthly SLA Reports
- Quarterly Health Check Reports
- Annual Security Review Reports

### **5.13 Software Licensing**

| Sr # |                                                                                                                                                                                                                                   | Approximately Number of Users |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1.   | <ul style="list-style-type: none"> <li>• <b>ERP platform license</b> for core business management functionality, including finance, Procurement, inventory, Payables, Receivables, Projects and operational processes.</li> </ul> | 25                            |
| 2    | <ul style="list-style-type: none"> <li>• <b>ERP platform license read-only visibility across all data modules</b> coupled with highly restricted, specific data-entry and self-service capabilities.</li> </ul>                   | 20                            |
| 3    | <ul style="list-style-type: none"> <li>• <b>Third party HR &amp; Payroll Solution</b></li> </ul>                                                                                                                                  | 100                           |

### **5.14 Implementation and Maintenance Services**

| Sr # | Service Type                                                                    | Duration                         |
|------|---------------------------------------------------------------------------------|----------------------------------|
| 1.   | <b>Cloud ERP + HR &amp; Payroll - Implementation &amp; Integration Services</b> | Up to 6 months                   |
| 2.   | <b>Cloud ERP + HR &amp; Payroll - Maintenance &amp; Support Services - SLA</b>  | 3 years<br>(Post implementation) |

## 6 Go-Live Support

### 6.1 Go-Live Support

The Consultant shall provide comprehensive go-live support to ensure a smooth transition from implementation to operational use of the ERP and HR & Payroll systems. The scope of go-live support shall include, but not be limited to, the following:

- Conduct final system readiness assessments for all implemented modules, including ERP, HR, Payroll, and Time & Attendance.
- Validate system configuration, data migration outcomes, user roles, access rights, and security settings before production deployment.
- Support user onboarding and ensure that authorized users have appropriate access to the system.
- Monitor system performance, business processes, integrations, workflows, and data synchronization during the go-live period.
- Log, track, troubleshoot, and resolve system errors, workflow issues, integration failures, and data inconsistencies in a timely manner.
- Validate payroll calculations, approval workflows, financial transactions, and management reports to ensure accuracy and compliance.
- Ensure compliance with PFAS policies, applicable government regulations, and approved business processes.
- Provide on-site and/or remote support during the stabilization period following go-live.
- Maintain an issue register and regularly communicate progress on issue resolution and system performance.

### 6.2 Go-Live Report

At the completion of the go-live and stabilization period, the Consultant shall submit a comprehensive Go-Live Report detailing:

- Activities performed during go-live;
- Issues identified and their resolution status;
- System performance and operational outcomes;
- User adoption and stabilization status;
- Risks, observations, and lessons learned; and
- Recommendations for future enhancements and continuous improvement.

### 6.3 Duration of Contract

The total duration of the assignment shall be of **42 Months**. Which includes up to 6 months for implementation and 3 Years post-implementation support.

## 7. Reporting and Coordination

The consultant shall report to a nominated officer. Regular progress reports shall be submitted on a fortnightly basis.

## 8. Confidentiality

All data, documents, and information provided by PFAS shall remain confidential and shall not be disclosed without prior written consent.

## 9. Service Level Agreement (SLA)

### Post-Implementation Support –ERP Solution

The Partner shall be fully responsible for functional and technical support of the ERP solution throughout the contract term.

#### 9.1 Service Coverage

- **Support Availability: 24 Hours × 7 Days (including weekends & public holidays)**
- Support Channels: Ticketing System (primary), Email, Phone Hotline
- Dedicated escalation path for Critical (P1) issues

#### 9.2. Incident Priority & SLA Targets

| Priority             | Description                                          | Response Time  | Resolution Target |
|----------------------|------------------------------------------------------|----------------|-------------------|
| <b>P1 – Critical</b> | System unavailable / payroll or core business halted | 1 hour         | 4–8 hours         |
| <b>P2 – High</b>     | Major functionality impacted                         | 2 hours        | 1 business day    |
| <b>P3 – Medium</b>   | Moderate impact                                      | 4 hours        | 3 business days   |
| <b>P4 – Low</b>      | Minor issue / enhancement                            | 1 business day | As scheduled      |

#### 9.3 Preventive & Ongoing Services

- Quarterly health system check
- HR & Payroll compliance update support
- Cloud ERP release impact analysis & testing coordination
- Annual security & access review
- Monthly SLA performance report

#### 9.4 Governance & Escalation

Escalation Levels:

1. Support Consultant
2. Senior Functional/Technical Consultant
3. Solution Architect
4. Delivery Manager
5. Cloud ERP escalation (if platform-level issue)

SLA Compliance Target: **≥95% monthly adherence**

## 9.5 Milestone Delay Penalties

- Failure by the vendor to deliver a milestone (Licensing activation, Core Module complete, or Final Integration Sign-off) according to the finalized project schedule will result in a penalty of **0.1% of contract price per day**, maximum **10%** of contract value.

## 9.6 Uptime Measurement & Downtime Definition

- The targeted platform availability is **99.5%** per calendar month.
- Downtime Definition:** System unavailability is defined as any period exceeding [**15 consecutive minutes**] where users cannot access core modules (Finance, Procurement, HR/Payroll) or where critical integrations fail to sync data.
- Scheduled maintenance windows must be announced [**7 days**] in advance and executed between 12:00 AM and 4:00 AM on weekends to be excluded from downtime calculations.

## 3. SLA Breach Penalties (P1–P4 Table)

- Financial service credits will apply to any month where response/resolution targets in the P1–P4 matrix are breached:
  - P1 (Critical System Down):** Missed resolution target results in a **2%** credit of the monthly support retainer fee per hour of overdue resolution.
  - P2–P4 (Medium/Low Issues):** Systematic or repeated breaches (more than 3 per month) will trigger a flat **5%** penalty deduction from that month's invoice.
- Bidders are required to "Comply" or "Do Not Comply" against the following regulations

|                                                                                                                                                                                                                                          |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Implementation Delay Penalties: The bidder agrees to a structured per-day financial penalty for missing agreed milestones (Licensing, Configuration, and Integration Go-Live).                                                           | [Yes / No / Exception] |
| SLA Enforcement Mechanism: The bidder acknowledges that the operational SLA uptime targets (99.5%) and response times (P1–P4 table) carry binding financial service credits, making them contractually enforceable rather than advisory. | [Yes / No / Exception] |
| Liquidated Damages: The bidder agrees to a total contract liability and liquidated damages cap of [e.g., 10%] of the total contract value for systematic failures or material implementation breaches.                                   | [Yes / No / Exception] |



## **10. Bidder Technical Proposal / Solution-Response sections**

Bidders must provide a detailed, written response addressing each of the following sections (A through I). Responses must align with the specific scopes, constraints, and instructions outlined below.

### **A. Distinguished Features of the Proposed Solution**

- A.1 Module Overview: Provide a comprehensive list of all proposed ERP modules required to meet the functional scope.
- A.2 Value Proposition: Detail the unique aspects, advantages, and differentiators of your proposed solution architecture.
- A.3 Access & Authentication: Outline your Portal and Single Sign-On (SSO) integration strategy.
- A.4 Third-Party Dependencies: Identify all third-party software products included in your bid (including the HR/Payroll system), explicitly stating the business rationale for using them and the exact extent of their integration with the core ERP.
- A.5 Mobile Capability: List of all applications, features, and dashboards natively accessible via mobile devices.
- A.6 Architectural Flexibility: Certify and explain whether components can be migrated between cloud and on-premises environments in the future without loss of data or functionality.

### **B. Solution Deployment Architecture**

- B.1 Environment Management: Detail how the solution provisions, isolates, and manages Production, Development/Test, and User Acceptance Testing (UAT) environments.
- B.2 Hybrid Storage Strategy: Explain the operational workflow if PFAS document/file storage sits on physically separate premises from the primary cloud ERP host.
- B.3 Software Provisioning: Provide a definitive list of all software components the bidder will furnish, install, and continuously support over the contract term.

### **C. Implementation Approach & Methodology**

- C.1 Framework Alignment: Detail your implementation methodology, phasing, milestones, and governance structure.
- C.2 Timeline Feasibility: Explicitly demonstrate how your proposed approach fits within the mandatory 6-month implementation window.

### **D. Project Execution Plan**

- D.1 Project Schedule: Provide a detailed work plan in the required [Insert Form/Format Name, e.g., Gantt Chart / MS Project File] format.
- D.2 Project Management: Confirm the assignment of a named, on-site, vendor-employed Project Manager dedicated to working directly alongside the PFAS internal team.
- D.3 Resource Allocation: Provide a comprehensive Responsibility Assignment Matrix (RACI) detailing the exact roles deployed on this project (to be used for technical experience scoring).

### **E. Data Conversion & Migration Plan**

E.1 Migration Strategy: Detail your technical approach to converting both legacy electronic data and manual paper data records.

E.2 Responsibility Split: Outline the exact boundary line between PFAS responsibilities (data extraction, data scrubbing, and pre-processing) and bidder responsibilities (data import, data mapping, and post-load validation).

E.3 Legacy Retention: Detail the recommended approach and technical architecture for long-term historical data retention.

## **F. Reports Development Approach**

F.1 Reporting & Analytics: Detail your methods for delivering operational reporting, including the integration of modern Business Intelligence (BI) tools.

F.2 Custom Report Strategy: Explain how PFAS will identify, specify, and develop custom reporting metrics during active implementation phases.

F.3 Knowledge Transfer: Detail your proposed end-user training program for the provided report authoring tools.

## **G. Integration & Interfaces Approach**

G.1 Interface Blueprints: Detail your exact technical approach to executing all mandatory system interfaces (including HR/Payroll, biometric timekeeping devices, email/Office productivity suites, and Identity Providers/IdP).

G.2 API Specifications: Confirm strict compliance with the integration design and API-contract requirements detailed in Sections 4-5, 11, and 12 of this RFP.

## **H. Operational Redesign**

H.1 Process Optimization: Explain how the bidder will leverage the core product's native capabilities to streamline and improve existing PFAS workflows.

H.2 Strategic Timing: Propose the optimal timing and sequencing for process redesign relative to the overall implementation schedule to minimize disruption.

## **I. Testing Methodologies**

I.1 Test Strategy: Provide a comprehensive test strategy covering Unit Testing, System Integration Testing (SIT), and User Acceptance Testing (UAT).

I.2 Defect Management: Detail your defect logging, prioritization, and resolution management workflows.

I.3 Go-Live Governance: Clearly define the specific entry and exit criteria required to clear UAT and move to the live production environment.

## **11. Code Owner, Custodian, Escrow and exit handover**

The Bidder shall comply with all Section 4 requirements regarding asset management, data custody, and transition procedures. Failure to provide repository access, source code, or knowledge transfer of custom developed modules constitutes a breach of agreement. PFAS reserves the right to audit repositories and escrow deposits to verify compliance.

### **11.1 Exit Management and Handover Framework**

- Upon contract expiry or termination for any reason, the Bidder shall deliver an Exit/Handover package during a 60–90-day transition period. This package must include:
- Bespoke Assets: Complete source code and documentation for all PFAS-owned custom developments.
- Escrow Release: Prompt release of escrowed components in accordance with escrow terms.
- Data Migration: Full export of PFAS data (ERP and HR/Payroll) in a non-proprietary, machine-readable format, with a complete data dictionary.
- Configuration: Complete configuration exports and up-to-date as-built documentation.
- Credentials: Transfer of all administrative access rights and credentials to designated PFAS personnel.
- Knowledge Transfer: Scheduled handover sessions for PFAS staff or their incoming vendor.
- System Independence: Written confirmation that no core system features rely on undocumented, vendor-exclusive components.
- Successful completion of this handover is a mandatory condition for final payment and the release of any performance security.

## Section-IV: Bid Data Sheet

### 4.1. Bid Data Sheet (BDS)

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

| <b>A. Introduction</b>   |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BDS Clause Number</b> | <b>ITB Number</b> | <b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.                       | 2.1.1             | <p>Name of Procuring Agency:<br/><b>Punjab Financial Advisory Services (PFAS)</b></p> <p>The subject of procurement is:<br/><b>Provision and Implementation of Enterprise Resource Planning (ERP) System in PFAS</b></p> <p>Under National Competitive Bidding as per <b>Single Stage Two Envelope</b> Bidding Procedure as defined in PPRA Rules, 2014 (as Amended)</p> <p>Services required at the following address:<br/>10<sup>th</sup>, 11<sup>th</sup> &amp; 16<sup>th</sup> Floor, Imperium Tower, 1H TEVTA Rd, Gulberg II, Lahore</p> <p>Contract will be awarded to technically responsive 1st lowest evaluated Bidder as per detailed at Section - III.</p> <p>Contract Time Period:<br/>The Contract will be signed for a period mentioned in the TORs. However, the contract is subject to renewal, extension, or revocation upon the mutual consent of both parties, and such a Contract will maintain the previously agreed-upon rates for the additional time extension.</p> <p><b>Note:</b> The finalized service provider is responsible for the submission of E-stamp paper for Contract Signing. The amount of E-stamp paper will be informed to the service provider at the time of contract signing.</p> |

|                             |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.                          | 2.1.2 | <p>Financial year for the operations of the Procuring Agency:<br/>FY 2026-2027</p> <p>Name of Procuring Agency: Punjab Financial Advisory Services (PFAS)</p> <p>Name of financing institution: Government of the Punjab</p> <p>Name and identification number of the Contract:<br/>Provision and Implementation of Enterprise Resource Planning (ERP) Solution in PFAS</p> <p><u>Procurement Reference No. PFAS/2026-27/04</u></p>                                                                                                                                                                                                                                                                                |
| 3.                          | 2.1.3 | <p>All interested bidders willing to participate shall be registered with PUNJAB E-PROCUREMENT SYSTEM.</p> <p>Joint Venture / Consortium / Association <b>are eligible</b> to apply for this procurement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.                          |       | Ineligible country(s) is Israel and India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>B. Bidding Documents</b> |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.                          | 2.2.2 | <p>All clarifications shall be submitted only in electronic form through PUNJAB E-PROCUREMENT SYSTEM. Manual / hardcopy of any clarification shall not be entertained.</p> <p>All official clarifications will be responded through PUNJAB E-PROCUREMENT SYSTEM.</p> <p>Any official clarification shall be addressed to:</p> <p>General Manager Admin/HQ<br/>Punjab Financial Advisory Services (PFAS)<br/>10th, 11th &amp; 16th Floor, Imperium Tower, 1H TEVTA Rd, Gulberg II, Lahore</p> <p>No bidder shall be allowed to alter or modify their bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance the bid.</p> |
| 6.                          | 2.2.2 | Pre-bid meeting: <b>Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                               |       |                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                       |                                                               |
|---------------------------------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------|
|                                                               |       | Address:<br><b>Punjab Financial Advisory Services (PFAS)</b><br>10 <sup>th</sup> Floor, Imperium Tower, 1H TEVTA Rd, Gulberg II, Lahore<br><br>Day: <b>Thursday</b><br>Date: <b>10<sup>th</sup> September 2026</b><br>Time: <b>11:00 AM</b>                                                                                                                                      |                                                                                           |                                                                                       |                                                               |
| 7.                                                            | 2.3.9 | The number of bidding documents to be completed and returned (through PUNJAB E-PROCUREMENT SYSTEM) is One (1) Original only<br><br><b>Single Stage Two Envelope</b> bidding procedure will be followed, all required information, documentary evidence, and annexures must be submitted on the e-tendering portal i.e. PUNJAB E-PROCUREMENT SYSTEM before closing date and time. |                                                                                           |                                                                                       |                                                               |
| <b>C. Bid Price, Currency, Language and Country of Origin</b> |       |                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                       |                                                               |
| 8.                                                            | 2.3.1 | Language of bid is <b>English</b>                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                       |                                                               |
| 9.                                                            | 2.3.4 | The price quoted shall be as per Financial Bid Form 8.9<br>The Bidders shall participate for all item(s) specified in Section – III and Financial Bid Form.                                                                                                                                                                                                                      |                                                                                           |                                                                                       |                                                               |
| 10.                                                           | 2.3.4 | The price quoted shall be in <b>Pakistani Rupees (PKR) and inclusive of all applicable taxes.</b>                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                       |                                                               |
| <b>D. Preparation and Submission of Bids</b>                  |       |                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                       |                                                               |
| 11.                                                           | 2.1.3 | <b>Eligibility and Evaluation Criteria</b> is as under (Mandatory):                                                                                                                                                                                                                                                                                                              |                                                                                           |                                                                                       |                                                               |
|                                                               |       | <b>Sr. No .</b>                                                                                                                                                                                                                                                                                                                                                                  | <b>Eligibility and Evaluation Criteria Details</b>                                        | <b>Response/ Elaboration/ Proof Required</b>                                          | <b>Attached Supporting Documents /Proof and mark (Yes/No)</b> |
|                                                               |       |                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                       | <b>YES</b> <b>NO</b>                                          |
|                                                               |       | 1.                                                                                                                                                                                                                                                                                                                                                                               | Evidence of registration of the Bidding company /firm / incorporation / JV is required.   | Please attach copy of certificate of Incorporation/ registration certificate.         |                                                               |
|                                                               |       | 2.                                                                                                                                                                                                                                                                                                                                                                               | Must be an Active Taxpayer as per “Active Taxpayer List” of FBR on the day of submission. | Please attach proof to ascertain that company/firm is on active taxpayer list of FBR. |                                                               |

|  |  |    |                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|--|--|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |  | 3. | Must be an Active Taxpayer as per “Active Taxpayer List” of Punjab Revenue Authority (PRA) (if already not registered with PRA, then, if awarded the tender, the firm / company will have to get registered with PRA before signing of contract.) | Please provide PRA active status proof or undertaking on firm / company letterhead for registration before signing the contract (if already not registered                                                                                                                                                                                                           |  |  |
|  |  | 4. | Affidavit on stamp paper of PKR 300 (duly attested by oath commissioner) as per the <b>form 8.5</b> of the tender document, declaring that company/firm is not blacklisted or debarred by the Procuring agency.                                   | (Please attach a copy of affidavit attested by oath commissioner (as per the <b>form 8.5</b> of the tender document) on stamp paper of not less than Rs 300, declaring that the company/firm is not blacklisted, and the original affidavit should be delivered to PFAS office as per the mentioned address before the closing date and submission time of the bid.) |  |  |
|  |  | 5. | The firm or company must have local presence, registered office in Pakistan                                                                                                                                                                       | The Bidders must provide address of the firm or company in Pakistan                                                                                                                                                                                                                                                                                                  |  |  |
|  |  | 6. | Bidder / Lead member must be an OEM/ partner authorization.                                                                                                                                                                                       | Documentary evidence to be provided                                                                                                                                                                                                                                                                                                                                  |  |  |
|  |  | 7. | Cumulative annual turnover Minimum of Rs.33 million during last 3 years.                                                                                                                                                                          | Bidders must provide Audited financial Statements or Annual Tax Returns filed with FBR for last 3 years.                                                                                                                                                                                                                                                             |  |  |
|  |  | 8. | At least 3 Similar assignments                                                                                                                                                                                                                    | Provide contract / PO/ Completion certificate as evidence                                                                                                                                                                                                                                                                                                            |  |  |
|  |  | 9. | Proposed technical team details                                                                                                                                                                                                                   | Proof documents to be attached                                                                                                                                                                                                                                                                                                                                       |  |  |

|  |  |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                               |  |  |
|--|--|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |  | 10. | <b>For Third-party HR/Payroll Module only:</b><br>Proven track record of successful integration/implementation with Cloud ERP at minimum 3 organizations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Proof documents to be attached                                                                                                                |  |  |
|  |  | 11. | Implementation Methodology Components & scoring including but not limited to ; <ul style="list-style-type: none"> <li>• Compliance of advertised TORs (20 Marks)</li> <li>• Methodology of framework for successful implementation (20 Marks)</li> <li>• Schedule plan for the project completion &amp; “Go-live” status. (20 Marks)</li> <li>• Understanding &amp; comprehension of Native Environment (20 Marks)</li> <li>• SLA implementation and development approach (20 Marks)</li> </ul><br><i>*Note; Above five mentioned criteria's carries equal marks (20 each) and for successful compliance at least 60 marks must be obtained from 100. Procuring agency would require a detailed plan &amp; presentation in submitted</i> | Bidder will provide Methodology;<br>This project will follow Analysis and Design phase, followed by the design implementation and integration |  |  |



|     |       |                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
|-----|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|     |       | <i>bid regrading above mentioned</i>                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|     |       | <b>Important Note:</b> <ol style="list-style-type: none"> <li>1. In case of JV/ Consortium all members are to fulfill criteria No. 1,2,3, and 4.</li> <li>2. If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, “Eligibility Criteria”, it shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.</li> </ol> |  |  |  |
| 12. | 2.1.1 | Bid shall be submitted on E-Procurement Punjab, addressing to:<br><br>General Manager Admin/HQ<br>Punjab Financial Advisory Services (PFAS)<br>10th, 11th & 16th Floor, Imperium Tower, 1H Tevta Rd, Gulberg II, Lahore                                                                                                                                                                                                                       |  |  |  |
| 13. | 2.4.2 | The deadline for <b>Bid submission</b> is:<br><br>Day: Monday<br>Date: <b>21<sup>st</sup> September 2026</b><br>Time: 03:00PM                                                                                                                                                                                                                                                                                                                 |  |  |  |
| 14. | 2.5.1 | <b>Bid opening detail:</b><br><br>Day: Monday<br>Date: <b>21<sup>st</sup> September 2026</b><br>Time: 03:30PM<br><br>Address:<br>Punjab Financial Advisory Services (PFAS)<br>10th, 11th & 16th Floor, Imperium Tower, 1H Tevta Rd, Gulberg II, Lahore                                                                                                                                                                                        |  |  |  |
| 15. | 2.6.2 | <b>Amount of Performance Guarantee:</b><br><br>Performance Security shall be submitted electronically through Punjab E-Procurement, <b>equivalent to 5% of the total Contract amount</b> must be submitted by the successful bidder prior to signing of contract. The validity of the Performance Security will be according to the warranty period as specified in Section-III of bidding document.                                          |  |  |  |
| 16. | 2.3.6 |                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |

|                                          |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          |       | <p>Bid security shall be submitted electronically through E-Procurement Punjab System, as per their guidelines/procedures.</p> <p>Estimated Cost is: PKR 33,000,000/- (to be used for bidding purposes)</p> <p><b>Amount of Bid Security is 2.5% : PKR 825,000/-</b></p> <p><b>Note:</b> The Bid Security shall be returned as per guidelines/procedures of E-Procurement Punjab.</p>                                                                                                                                             |
| 17.                                      | 2.3.7 | <b>Bid validity period</b> after opening of the Bid is: <b>120 Days.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 18.                                      | 2.3.8 | Number of copies of the Bid to be provided are: None                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>E. Opening and Evaluation of Bids</b> |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 19.                                      | 2.5.1 | <p>The <b>Bid opening</b> shall take place at:</p> <p>Address:<br/>           Punjab Financial Advisory Services (PFAS)<br/>           10<sup>th</sup> Floor, Imperium Tower, 1H TEVTA Rd, Gulberg II, Lahore</p> <p>Day: Monday<br/>           Date: <b>21<sup>st</sup> September 2026</b><br/>           Time: 03:30PM</p>                                                                                                                                                                                                      |
| 20.                                      | 2.3.4 | <p>The <b>currency</b> that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistani Rupees (PKR)</b></p> <p>The source of exchange rate shall be: Not Applicable</p> <p>The date of exchange rate shall be: Not Applicable</p> <p><b>Note: Only the Pakistani Rupees (PKR) amount quoted in the financial bid will be considered. In case if PKR amount is not mentioned in the financial bid, procuring agency may reject the financial bid.</b></p> |
| <b>F. Bid Evaluation Criteria</b>        |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 21.                                      | 2.5.8 | <p><b>Selection Method:</b></p> <p>After qualifying the Eligibility Criteria and Technical requirements, bids shall be evaluated purely on the basis of <b>Least-Cost Method.</b></p>                                                                                                                                                                                                                                                                                                                                             |

|  |  |                                                                                     |
|--|--|-------------------------------------------------------------------------------------|
|  |  | Bidders who do not qualify the eligibility criteria shall not be further evaluated. |
|--|--|-------------------------------------------------------------------------------------|

**Note: Bidder with the most advantageous bid shall respond (through PUNJAB E-PROCUREMENT SYSTEM) to the Letter of Intent (LOI) as soon as possible, but no later than 5 days of issuance of LOI.**

## **Section-V: General Conditions of Contract**

### **1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring Agency 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 all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.

(d) “The Services” means those services {detail to be provided by the Procuring Agency as per its requirements} and other such obligations of the Service Provider covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Agency” means the organization purchasing the Services, as named in SCC.

(h) “The Procuring Agency’s country” is the country named in SCC.

(i) “The Service Provider” means the Bidder or firm supplying the Services 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<br>[where applicable]                                                  | <p>3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 &amp; 26, PPR-14, shall be followed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4. Standards                                                                                | 4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency. | <p>5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency 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.</p> <p>5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.</p> <p>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 donors, if so required by the donors.</p> |
| 6. Performance Guarantee                                                                    | 6.1. Within fifteen (15) days [to be decided by the procuring agency] of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency 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 the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by the Procuring Agency 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.

## 7. Incidental material

[If required and decided by the Procuring Agency]

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

## 8. Payment

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

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is [to be decided by the Procuring Agency]

## 9. Prices

9.1. Prices charged by the Service Provider and Services performed 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 {mechanism and formula to be decided by the procuring agency}.

## 10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. 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 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 Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

## 11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 12. Assignment

12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

## 13. Sub-contracts

13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency 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 Procuring Agency 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.

14.3. Except as provided under GCC Clause 17, 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.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

16.1. The Procuring Agency, 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 deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

- (d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:
  - coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence

material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

#### 17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, 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.

17.2. 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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency 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. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

#### 18. Termination for Insolvency

18.1. The Procuring Agency 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 Procuring Agency.

19. Termination  
for Convenience

19.1. The Procuring Agency, 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 Procuring Agency'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.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

(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 for materials and parts previously procured by the Service Provider.

20. Resolution of  
Disputes

20.1. After signing the contract or issuance of purchase order, The Procuring Agency 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.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency 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 as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

21. Governing  
Language

21.1. 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.

22. Applicable Law

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

23. Notices

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

24. Taxes and Duties

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

25. Change in minimum wage rate

25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.

26. Extension in Contract period {where applicable and if the procuring agency opts to include this condition, this should be included in original advertisement as well}

Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of \_\_\_\_ (\_\_\_\_) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

## **Section-VI. 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 (c) — “The Goods” means all of the ancillary equipment and other materials which the Service Provider requires for effectively providing the Services under the Contract except those goods and articles which are expressly stated to be provided by PFAS under Part III. Scope of Services of the Bidding Documents

GCC 1.1 (d) — “The Services” means the services to be provided by the Service Provider for PFAS as per Part III. Scope of Services of the Bidding Documents and as per internationally accepted standards, best industry practices and the standards mentioned in the Bid.

GCC 1.1 (g)—The Procuring Agency is: Punjab Financial Advisory Services (PFAS)

GCC 1.1 (h)—The Procuring Agency’s country is: Pakistan

GCC 1.1 (i)—“The Service Provider” means the successful Bidder to whom the Contract is awarded by PFAS for supplying the Services under the Contract.

GCC 1.1 (j)—The Project Site is: PFAS Office, Gulberg, Lahore

GCC 1.1 (l)— “PFAS” means “Punjab Financial Advisory Services”

### **2. Performance Guarantee (GCC Clause 6)**

GCC 6.1—As per Rule 56 of the PPRA Rules 2014, the amount of Performance Guarantee, shall be as per BDS Clause No.15.

GCC 6.3 – The Performance Guarantee shall only be in the forms provided in BDS Clause No. 15

### **3. Incidental Materials (GCC Clause 7)**

GCC 7.1—Incidental materials shall be all such ancillary and complementary equipment and other materials which the Service Provider requires for effectively providing the Services

under the Contract excluding those materials which are expressly stated to be provided by PFAS under Part III. Scope of Services of the Bidding Documents.

#### **4. Payment (GCC Clause 8):**

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

PFAS may object to all or part of the invoice, provided such objection notice is made in writing within seven (7) days from the date of receipt of the invoice and contains a reasonable detail of the disputed amount(s) in the invoice.

The subject-clause (GCC 8.3) has been deleted as per PPRA vide notification No. SO (Cab-I) 2-9/2015 dated 30-04-2025.

GCC 8.4 –. The payment of the Contract Price and any other payments under the Contract shall be made in Pak. Rupees.

#### **5. Prices (GCC Clause 9)**

GCC 9.1—The Service Provider shall receive a fixed consideration equal to the Contract Price from PFAS for the provision of all the Services under the Contract during the entire term of the Contract. The Contract Price shall be the sole consideration of the Service Provider for the Services. The Contract Price shall be fixed and shall not be adjusted.

#### **6. Liquidated Damages (GCC Clause 15)**

GCC 15.1— An Applicable rate: 0.1% of the Contract Price of the delayed goods or services per day. But not to exceed in the aggregate ten (10%) of Contract Price/ Purchase order Amount.

#### **7. Resolution of Disputes (GCC Clause 20)**

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per Rule-68 of the PPRA Rules 2014, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration by a sole arbitrator in accordance with the Arbitration Act 1940. The place and venue of arbitration shall be Lahore and the language of arbitration shall be English.

#### **8. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: English

## **9. Applicable Law (GCC Clause 22)**

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

## **10. Notices (GCC Clause 23)**

GCC 23.1—Procuring Agency’s address for notice purposes:

Punjab Financial Advisory Services (PFAS)  
10th, 11th & 16th Floor, Imperium Tower, 1H Tevta Rd,  
Gulberg II, Lahore,

—Service Provider’s address for notice purposes:

## **11. Taxes and Duties (GCC Clause 24)**

GCC 24.1 – The Service Provider shall be entirely responsible for all taxes, duties, license fees, and other statutory charges incurred in connection with the performance of the Services until delivery of the contracted Services to the Procuring Agency. However, if during the continuation of the Service Contract any such tax, duty, levy, or statutory charge applicable to the Services is imposed, withdrawn, or revised by the Government or any competent authority, and such change materially affects the cost of the Services, the Contract Price may, at the discretion of the Procuring Agency, be revised to the extent of the net impact of such change for the portion of the Services performed after the effective date of the relevant statutory change.

## **12. Extension in Contract Period (GCC Clause 26)**

GCC 26.1 – Initially, the contract shall be for a period of forty-two (42) months. However, subject to satisfactory performance of the contractor and mutual agreement between the parties, the contract may be extended on the same rates and Terms of Reference (TORs), for such further period as may be determined by the procuring agency.

Notwithstanding the above, any extension of the contract shall remain solely at the discretion of the procuring agency, and the contractor shall have no right to claim or demand such extension as a matter of right under this contract.

## **Section-VII. Schedule of Requirements/Work Plan/ Deputation Plan**

Please refer to Section - III



## Section-VIII: Sample Forms

### 8.1 Bid Form

Date:

To: GM Admin/HQ  
Punjab Financial Advisory Services (PFAS)  
10th, 11th & 16th Floor, Imperium Tower, 1H Tevta Rd, Gulberg II, Lahore

Having examined the Bidding documents including Addenda Nos. \_\_\_\_\_ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of

\_\_\_\_ [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid, undertake that:

(a) if our Bid is accepted

we will obtain the guarantee of a bank or such other security as may be approved by the Procuring Agency in a sum as indicated in BDS Clause 15 of this bidding document for the due performance of the Contract, in the form prescribed by the Procuring Agency.

(b) we agree to a bid by this Bid for a period of 120 days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(c) until a formal Contract is prepared and executed (if required), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our Bid is:

Complete bidding document signed and stamped by the bidder

All the forms relevant to the technical and financial bids (clearly indicated on each form)

All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

Any other document required by the procuring agency not inconsistent with the PPRA Rules 2014.

Copy of bid security form along with copy of financial instruments

\_\_\_\_\_ [i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft

(DD) / Pay Order (PO)] valid for 06 months, beyond the validity of Bid in the manner as prescribed on the bid security form 8.10.

Original Bid form (as per form 8.1 of Bidding documents) duly signed and stamped. Price schedule / financial form (as per form 8.9) duly signed and stamped.

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

### Bidder's JV Members Information Form

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.

Date: [insert date (as day, month and year) of Bid submission] RFB No.: [insert number of RFB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page of\_ pages

|                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bidder's Name: [insert Bidder's legal name]                                                                                                                                                                                                                                                                                                                                    |
| 2. Bidder's JV Member's name: [insert JV's Member legal name]                                                                                                                                                                                                                                                                                                                     |
| 3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]                                                                                                                                                                                                                                                                                     |
| 4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]                                                                                                                                                                                                                                                                                           |
| 5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]                                                                                                                                                                                                                                                   |
| 6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative]<br>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]<br>Email Address: [insert email address of JV's Member authorized representative] |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents]<br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.                                                                 |

In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 8.3. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

| Organization Information |                                                                                                                                         |                            |  |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|
| Sr. #                    | Required Information                                                                                                                    | Response                   |  |
| 1                        | The legal name of the organization                                                                                                      |                            |  |
| 2                        | Year of Registration / Establishment of the Organization                                                                                |                            |  |
| 3                        | National Tax Number                                                                                                                     |                            |  |
| 4                        | General / Punjab Sales Tax Number                                                                                                       |                            |  |
| 5                        | What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) | Public Sector Organization |  |
|                          |                                                                                                                                         | Section 42 Company         |  |
|                          |                                                                                                                                         | Public Ltd. Company        |  |
|                          |                                                                                                                                         | Private Ltd. Company       |  |
|                          |                                                                                                                                         | Private Partnership Firm   |  |
|                          |                                                                                                                                         | Sole Proprietor            |  |
|                          | Others (Please specify)                                                                                                                 |                            |  |
| 6                        | Name and designation of 'Head of Organization'                                                                                          |                            |  |
| 7                        | Mobile:                                                                                                                                 |                            |  |
|                          | Phone/s:                                                                                                                                |                            |  |
|                          | Email:                                                                                                                                  |                            |  |
|                          | Fax:                                                                                                                                    |                            |  |
|                          | Address of organization:                                                                                                                |                            |  |
|                          | Website address:                                                                                                                        |                            |  |
|                          | Name and designation of 'Contact Person':                                                                                               |                            |  |
|                          | Phone/s:                                                                                                                                |                            |  |

|   |         |  |
|---|---------|--|
| 8 | Mobile: |  |
|   | Email:  |  |
|   | Fax:    |  |

### 8.4. General Information Form

|                         |                    |                                    |  |
|-------------------------|--------------------|------------------------------------|--|
|                         | <b>Particulars</b> |                                    |  |
| <b>Company Name</b>     |                    |                                    |  |
| <b>Abbreviated Name</b> |                    |                                    |  |
| <b>National Tax No.</b> |                    | <b>Sales Tax Registration No</b>   |  |
| <b>PRA Tax No.</b>      |                    |                                    |  |
| <b>No. of Employees</b> |                    | <b>Company's Date of Formation</b> |  |

\*Please attach copies of NTN, GST/PRA Registration

|                                  |  |                        |  |
|----------------------------------|--|------------------------|--|
| <b>Registered Office Address</b> |  | <b>State/Province</b>  |  |
| <b>City/Town</b>                 |  | <b>Postal Code</b>     |  |
| <b>Phone</b>                     |  | <b>Fax</b>             |  |
| <b>Email Address</b>             |  | <b>Website Address</b> |  |

### 8.5. Affidavit

*[[To be printed on PKR 300 Stamp Paper, duly attested by oath commissioner. To be attached with Bid]*

**Name:** \_\_\_\_\_ (Bidder)

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

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab Financial Advisory Services of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab Financial Advisory Services. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

\_\_\_\_\_ [Name of the Contractor/  
Bidder/ Supplier] undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the Bidder*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.6. Performance Guarantee Form *(If Applicable)*

To,

**GM Admin/HQ**  
Punjab Financial Advisory Services (PFAS) Office,  
10th, 11th & 16th Floor, Imperium Tower, 1H Tevta Rd,  
Gulberg II, Lahore

**WHEREAS** (Name of the Contractor/ Supplier/Service Provider) (hereinafter called "the Contractor") has undertaken, in pursuance of "Invitation To Bid For The **Contract for** \_\_\_\_\_" (hereinafter called "the Contract") to provide services to Punjab Financial Advisory Services.

**AND WHEREAS** it has been stipulated by Punjab Financial Advisory Services in the Contract that the Contractor shall furnish with Punjab Financial Advisory Services a bank guarantee (the "Guarantee") from a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Guarantee to PFAS on behalf of the Contractor;

**THEREFORE WE** hereby affirm irrevocably that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake unconditionally and without recourse to the Contractor to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument or confirmation from the Contractor, any sum or sums as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_



## 8.7. Technical Bid Form

***To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.***

| Sr. No. | Description of services                                                         | As per specifications mentioned in Section III (Yes/No) |
|---------|---------------------------------------------------------------------------------|---------------------------------------------------------|
| 1.      | Subscription of Cloud ERP(03 years)                                             |                                                         |
| 2.      | Implementation, Integration and Customization of the cloud ERP (up to 6 months) |                                                         |
| 3.      | Maintenance & Support Service of Coud ERP SLA (03 years)                        |                                                         |

## 8.8. Contract Form



**Punjab Financial Advisory Services (PFAS)**  
**GOVERNMENT OF THE PUNJAB**



**Contract for Provision and Implementation of Enterprise Resource Planning (ERP) System In PFAS**

**Contract**

**Between**

**Punjab Financial Advisory Services (PFAS)**



**AND**

**M/s** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**Date of Signing of Contract** \_\_\_\_\_

This contract for Provision and Implementation of Enterprise Resource Planning (ERP) System in PFAS (the “**Contract**”) is made at Lahore, Pakistan this \_\_\_\_ day of \_\_\_\_, 2026 (the “**Execution Date**”).

**BETWEEN**

**Punjab Financial Advisory Services (PFAS)**, an authority established under the Punjab Financial Advisory Services Act, 2025, located at Imperium Tower, 10<sup>th</sup> and 11<sup>th</sup> floor, Gulberg, Lahore (hereinafter referred to as the “**PFAS**” which expression, where the context permits, shall be deemed to include its successors in interest and permitted assigns);

**AND**

M/s \_\_\_\_\_, address: \_\_\_\_\_, (hereinafter referred to as the “**Service Provider**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

In this Contract, PFAS and the Service Provider shall individually be referred to as a “**Party**” and collectively as “**Parties**”, wherever the context so requires.

**WHEREAS**, PFAS has been established under the Punjab Financial Advisory Services Act, 2025, to ensure sustainable service delivery, institutional strengthening, and adherence to modern governance and management practices;

**AND WHEREAS**, for the purpose of procuring the Enterprise Resource Planning (ERP) System, PFAS initiated a transparent and competitive procurement process and issued a tender titled “Provision and Implementation of Enterprise Resource Planning (ERP) System In PFAS” (Procurement Reference No. \_\_\_\_\_) on \_\_\_\_\_, 2026 (the “**Service**”), in accordance with the Punjab Procurement Rules 2014;

**AND WHEREAS**, pursuant to the said procurement process, the technical and financial proposals submitted by the bidders were duly evaluated by PFAS in accordance with the prescribed evaluation criteria, and the Service Provider was declared the technically responsive lowest evaluated bidder, as reflected in the Final Evaluation Report;

**AND WHEREAS**, pursuant to the aforesaid competitive procurement process, PFAS has agreed to engage the Service Provider for the provision and delivery of the Services, and the Service Provider has agreed to provide such Services to PFAS, subject to and in accordance with the terms and conditions set forth in this Contract, including the Technical Specifications and the Schedule of Requirements forming part of the Bidding Documents;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived and the representations, warranties, and covenants herein contained, and intending to be legally bound hereby, the Parties agree as follows:

## **1. Effective Date and Term**

- (1) This Contract shall take effect from \_\_\_\_\_ and shall remain in force for a period of \_\_\_\_\_ till \_\_\_\_\_ (the “**Term**”), comprising an implementation phase up to six (6) months and a post-implementation support period of thirty-six (36) months, unless terminated earlier in accordance with Clause 7.
- (2) For the post-implementation support period, the Parties may enter into a Service Level Agreement (SLA) in accordance with Section III (Technical Specifications) and Section VII (Schedule of Requirements) of the Bidding Documents.
- (3) This Contract may, however, be renewed/extended by the Parties with their mutual consent and upon the same terms and conditions as the original terms subject to compliance with the PPRA Laws.

## **2. Integral Parts of the Contract**

- (1) The following parts and documents of the Bidding Documents shall be deemed to form and be read and construed as an integral part of this Contract:
  - a. The Bid Form and the Price Schedule submitted by the Bidder;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The General Conditions of Contract (the “**GCC**”);
  - e. The Special Conditions of Contract (the “**SCC**”);
  - f. PFAS’s Notification of Award; and
  - g. The complete Bid Documents.(collectively the “**Integral Documents**”)
- (2) The terms and conditions contained in the Integral Documents are mandatory and the Parties shall be bound by the same in the performance of their obligations under this Contract.

## **3. Terms Defined in the Conditions of Contract**

All words and expressions used in this Contract shall have the same meanings as are respectively assigned to them in the GCC and the SCC (collectively the “**Conditions of Contract**”) of the Bidding Documents.

## **4. Technical Specifications**

In consideration of the payments to be made by PFAS to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with PFAS to provide the Services in accordance

with the provisions of this Contract and as required under Section III (Technical Specifications) and Section VII (Schedule of Requirements) of the Bidding Documents.

### **5. Contract Price**

- (1) The total consideration payable by PFAS to the Service Provider under this Contract for the provision of the Services shall be PKR \_\_\_\_\_/- (Pak Rupees \_\_\_\_\_ only), inclusive of all applicable taxes (the “**Contract Price**”).
- (2) Subject to the Conditions of Contract, the Contract Price shall be the fixed and sole consideration of the Service Provider for the Services rendered during the Term, which cannot be varied on account of any future increase in the costs of providing the Services.

### **6. Terms of Payment**

- (1) The payment of the Contract Price shall be made through cross cheque against actual delivery of the Services, subject to satisfactory delivery and submission of invoice.
- (2) PFAS may deduct 0.1% of the Contract Price / Total Purchase Order amount per day, in case of non-satisfactory performance of Service Provider or also in case of late delivery of Services by the Service Provider. The maximum deduction shall not exceed 10% of the Contract Price.
- (3) Within thirty (30) days following the receipt of the invoice from the Service Provider, the PFAS shall pay the undisputed amounts to the Service Provider.
- (4) PFAS may object to all or part of the invoice, provided such objection notice is made in writing within seven (7) days from the date of receipt of the invoice and contains a reasonable detail of the disputed amount(s) in the invoice
- (5) The payment of the Contract Price and any other payments under the Contract shall be made in Pakistani Rupees.

### **7. Termination**

- (1) This Contract may be terminated by either Party:
  - a. as per Clause 16 of the GCC if the Service Provider commits a default in the provision of the Services or is found to be involved in corrupt practices.
  - b. as per Clause 17 of the GCC in the event the Force Majeure persists for thirty (30) days.
  - c. as per Clause 18 of the GCC in the event the Service Provider becomes bankrupt or otherwise insolvent.
  - d. as per Clause 19 of the GCC for its convenience without the need for providing any reasons for the same.

- (2) If the Contract is terminated by the PFAS, a notice period of thirty (30) days shall be provided to the Service Provider prior to termination. Conversely, if the Contract is terminated by the Service Provider, a notice period of sixty (60) days shall be given to the PFAS prior to termination.
- (3) In the event of termination of this Contract pursuant to Clause 16 of the GCC, the PFAS shall be entitled to encash/forfeit the Performance Guarantee.

#### **8. Force Majeure**

- (1) Force Majeure shall be governed by Clause 17 of the GCC.
- (2) No Party shall be entitled to claim relief under this Clause except in accordance with the procedure and requirements prescribed under Clause 17 of the GCC.

#### **9. Dispute Resolution**

- (1) The Parties shall settle all disputes or differences of any kind arising out of or in connection with this Contract (“**Dispute**”) by following the process set forth below:
  - a. If a Dispute arises, the Parties shall first attempt to resolve the Dispute within fourteen (14) days through mutual discussion(s).
  - b. Subject to the foregoing, any Dispute not settled through mutual discussions shall be referred to arbitration and settled in accordance with the Arbitration Act, 1940.
  - c. The arbitration shall be conducted by a sole arbitrator to be mutually appointed by the Parties. In the event the Parties are unable to agree upon the appointment of a sole arbitrator, each Party shall appoint its own arbitrator, and the two arbitrators so appointed shall appoint an umpire under the Arbitration Act, 1940.
  - d. The seat and venue of arbitration shall be Lahore. The language of such proceedings shall be English.
  - e. During the dispute resolution process, the Parties shall continue to perform their respective obligations under this Contract to the extent practicable.

#### **10. Governing Law and Jurisdiction**

- (1) This Contract shall be governed and construed in accordance with the laws of Pakistan.

#### **11. Notices**

- (1) Notices shall be sent to the appropriate address of each Party specified below:

**PFAS:**

Address: Imperium Tower, 10<sup>th</sup>, 11<sup>th</sup> & 16<sup>th</sup> Floor, 1-H TEVTA Road, Gulberg II, Lahore  
Attention: General Manager Admin/HQ  
Tel: Ph: +92 42 99268303-4

**Service Provider:**

Address:  
Attention:  
Tel:  
Email:

(2) Each Party shall notify the other Party of a change of address at any time.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year mentioned above.

\_\_\_\_\_  
For and on Behalf of PFAS  
Mr. \_\_\_\_\_  
PFAS

\_\_\_\_\_  
For and on Behalf of Service Provider  
Owner Name \_\_\_\_\_  
Company Name \_\_\_\_\_

**WITNESSES:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

CNIC: \_\_\_\_\_

CNIC: \_\_\_\_\_

# Financial Proposal



### 8.9. Financial Bid Form/Price Schedule

*[Item names and quantities must be reproduced from Section – III (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*

*To be reproduced on the letter head, signed & stamped by the Bidder.  
To be attached with Financial Bid*

| Sr No                                                  | Description                                                                                                                                                                                                                                                                                                                                            | Weightage in Percent | Amount (inclusive of all applicable taxes) |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------|
| 1                                                      | Implementation, Integration and Customization of the Cloud ERP ( <i>One Time Cost</i> )                                                                                                                                                                                                                                                                | 30 %                 |                                            |
| 2                                                      | Subscription of Cloud ERP ( <i>1<sup>st</sup> Year</i> )<br><i>(2<sup>nd</sup> &amp; 3<sup>rd</sup> Year cost would be same &amp; calculated accordingly to 1<sup>st</sup> Year)</i>                                                                                                                                                                   | 60 %                 |                                            |
| 3                                                      | Maintenance & Support Service of Cloud ERP<br><i>(1<sup>st</sup> Year SLA would be covered free of cost in Sr. No.1 , 240 Hours for 2<sup>nd</sup> Year &amp; 240 Hours for 3<sup>rd</sup> Year)</i><br><i>Note : Additional Incremental Per Hour Cost would be calculated on the basis of SLA per hour rate (over &amp; above 240 hours per year)</i> | 10 %                 |                                            |
| <b>Grand Total (inclusive of all applicable taxes)</b> |                                                                                                                                                                                                                                                                                                                                                        |                      |                                            |

**Note:**

1. In case of difference between unit price and total price, unit price shall prevail, and total price shall be “final”. (Please refer to ITB clause 2.5.6).
2. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
3. Only the Pakistani Rupees (PKR) amount quoted in the financial bid will be considered (Sr 2 may be coated in foreign currency\*). In case if PKR amount is not mentioned in the financial bid, procuring agency may reject the financial bid.
4. The Grand total amount quoted shall be inclusive of all applicable taxes.
5. The contract shall be awarded based on least cost selection method.

\*for comparison purpose, if quoted in dollar, the PKR conversion rate will be used of bid opening date.

Stamp & Signature of Bidder \_\_\_\_\_

### **8.10. Bid Security Form** **(If Applicable)**

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated \_\_\_\_\_ [date of submission of Bid] for the supply of \_\_\_\_\_ [name and/or description of the services] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our registered office at \_\_\_\_\_ [address of bank] (hereinafter called “the Bank”), are bound irrevocably and unconditionally unto [name of Procuring Agency] (hereinafter called “the Procuring Agency”) in the sum of Rs. \_\_\_\_\_ for which payment shall be made to the said Procuring Agency on its demand, without recourse to the Bidder and without any further proof of documents and notwithstanding any objection by the Bidder, subject to the happening of any of the following events:

(1) If the Bidder withdraws its Bid during the period of Bid validity period specified by the Bidder on the Bid Form; or

(2) If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the above two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

[signature of the bank]

## 8.11 Integrity Pact Form

***(Declaration of fees, commission, and brokerage etc. payable by the bidder in contracts worth PKR.10.00 million or more)***

***[May be required as per PPRA regulation before signing of contract, to be printed on not less than PKR 300 Stamp Paper, duly attested by oath commissioner.]***

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

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

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

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

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

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[Buyer]

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[Seller/Supplier]

## Section IX- Check List

The provision of this checklist is essential prerequisite along with submission of bid.

| Sr. # | Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Responsive | Non-responsive |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1     | Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with proposal. (Section – I)                                                                                                                                                                                                                                                                                                                                     |            |                |
| 2     | Copy of active Registration with Income Tax Authorities (National Tax Number NTN)                                                                                                                                                                                                                                                                                                                                                                                               |            |                |
| 3     | Copy of active Registration with Punjab Revenue Authority (PRA)                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                |
| 4     | Technical Bid Form (as per <b>form 8.7</b> of Bidding documents) of the firm duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                           |            |                |
| 5     | Financial Bid Form (as per <b>form 8.9</b> of Bidding documents) of the firm duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                           |            |                |
| 6     | Bid Form (as per <b>form 8.1</b> of Bidding documents), duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                                                |            |                |
| 7     | Bid Security Form (as per <b>form 8.10</b> of Bidding documents), duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                                      |            |                |
| 8     | Performance Guarantee Form (as per <b>form 8.6</b> of Bidding documents), duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                              |            |                |
| 9     | General Information Form (as per <b>form 8.4</b> of Bidding documents) of the firm duly signed and stamped.                                                                                                                                                                                                                                                                                                                                                                     |            |                |
| 10    | Affidavit (as per <b>form 8.5</b> ) on non-judicial Stamp Paper of Rs. 300/-<br>The firm is not currently blacklisted by the Procuring Agency.<br>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall not be blacklisted as per Rules / Laws.<br>Affidavit for correctness of information.<br>Affidavit for correction of information Form (as per form of Bidding documents), duly signed and stamped. |            |                |
| 11    | Registration of Company / Firm / Sole Proprietor (name of relevant registration entity where the firm is legally registered), copy of CNIC (in case Sole Proprietor).                                                                                                                                                                                                                                                                                                           |            |                |
| 12    | Integrity Pact <b>Form 8.12</b> , <i>if Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                |
| 13    | Work order / supply order / purchase order of previous relevant experience.<br>Bidders profile Form (as per <b>form 8.3</b> of Bidding documents), duly signed and stamped.                                                                                                                                                                                                                                                                                                     |            |                |

|  |                                                                        |  |  |
|--|------------------------------------------------------------------------|--|--|
|  | All relevant documents as indicated in Section – III and Section – IV. |  |  |
|--|------------------------------------------------------------------------|--|--|

**Stamp & Signature of Bidder** \_\_\_\_\_