

CONSULTANCY FIRM REQUIRED FOR PROCUREMENT AND IMPLEMENTATION OF ERP ON SOFTWARE AS A SERVICE(SaaS)

Pakistan Industrial Development Corporation (Pvt.) Limited [PIDC] is working under administrative control of Ministry of Industries & Production, Government of Pakistan. PIDC intends to Procure and Implement ERP on Software as a Service (SaaS). Consultancy firms having relevant experience and expertise are invited to apply for procurement and of implementation of ERP on SaaS. Consultancy firms are invited to submit their technical and financial proposals in single stage two envelope procedures as per Public Procurement Regulatory Authority (PPRA-Pakistan).

Eligibility criteria and the detailed TORs are available in the bidding documents which can be obtained during office hours (from 9.00 am to 5.00 pm) at the address given below or can be downloaded from PIDC/ PPRA website upon payment of a non-refundable fee in the shape of Pay Order/ Demand Draft of PKR 1,500/- in the name of 'Pakistan Industrial Development Corporation (Pvt.) Ltd'.

In order to clarify the bidder's queries for the captioned services, a pre-Bid meeting has been scheduled on October 21, 2021 at 11:00 am at below mentioned address.

Sealed bids duly completed must reach the undersigned on or before October 29, 2021 up to 02:00 pm (Pakistan Standard Time). Bids will be opened on the same date at 02:30 pm in the presence of bidders or their authorized representatives who wish to attend at PIDC Head office Karachi. All bids must be accompanied by a Bid Security @2% of bid amount in the shape of Pay Order/ Demand Draft.



**MANAGER (IT),
PAKISTAN INDUSTRIAL DEVELOPMENT
CORPORATION (PVT.) LIMITED,**
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**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (Pvt.) Limited
(PIDC)**

REQUEST FOR PROPOSAL (RFP)

From
IT Software Firms

For

**“Procurement and Implementation of ERP Solution
Software as a Service (SaaS)”**

October, 2021

PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) LIMITED

 2nd Floor, PIDC House, Dr. Ziauddin Ahmed Road, Karachi-75530


 (021) 38266666-69

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SECTION 1: LETTER OF INVITATION

LETTER OF INVITATION

Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC) is working under administrative control of Ministry of Industries & Production, Government of Pakistan. PIDC intends to procure and implement ERP solution on SaaS from Consulting Firms having relevant experience and expertise for implementation of ERP solution.

The scope of services includes but not limited to the following:

General Requirements

1. The system needs to be cloud based.
2. The software can be centrally maintained and administered for multiple Business units.
3. Integrated Business Intelligence tool.
4. Development of complete and detailed documentation of the existing system.

Functional Requirements

1. Complete set of financial statements (Balance Sheet, Income Statement, Cash Flow Statement, Statement of Changes in Equity and Notes to Accounts).
2. Segments reporting with separate bookkeeping options for each segment for effectively managing affairs of each segment.
3. Budget vs. actual variance analysis reports, including the option to incorporate annual budgeted amounts in system and option to incorporate revised budget amounts.
4. Fixed Assets Register and Depreciation Schedule, Asset Maintenance
5. Accounts Payable module.
6. Calculations of withholding tax deducted at source including vendor's income tax, vendor sales tax, employee's income tax against salary, including Sindh Revenue Board sales tax on services and monthly tax statements (all).
7. Cheque printing facility.
8. Data Import and export facility.
9. Level Wise reporting (At least 07 level reporting).
10. Cheque wise detail of payments.
11. Head Wise expense reports.
12. Monthly reporting.
13. Built-in Excel reporter.
14. Document Tracking.
15. Closing of financial year.
16. Bank Reconciliation statements.
17. Allocation of administrative expenditures, on different projects.
18. Payment and Delivery schedules along with Milestones mapped in the System.
19. Procurement Module. (Work/Purchase Order, Procurement Plans, Procurement Progress, Procurement Processes)
20. Human Resource Management Software (Must be integrated with ERP Solution) and must cover the pay roll system.

Security

1. Should have an access control module built-in to control input screens individually / group wise.
2. Should have a complete audit trail system for each and every entry.
3. Should have a fool proof system to generate and restore backups.
4. Should have automated backup and recovery system.
5. Should have a licensed platform.

The bidders are invited to submit a Technical Proposal and a Financial Proposal. The proposals should be submitted in separately marked and sealed envelopes clearly mentioned **“Technical and financial proposals for Procurement and Implementation of the ERP Solution on SaaS (Software as a Service)”**. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected bidder.

The bidders should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, bidders are encouraged to visit the PIDC office before submitting a proposal and to attend a pre-Bid meeting, schedule on 21th October 2021 at 11 am in PIDC House at below mentioned address.

Total number of users are 25 (approx.), PIDC can increase or decrease the quantity of users.

The RFP Documents can be collected from PIDC office at the address given below upon payment of Rs. 1,500/- (Non-Refundable) per set during office hours (i.e., 9 am to 5 pm). Payments are to be made in favor of “Pakistan Industrial Development Corporation (Pvt.) Ltd.” in the shape of Pay Order / Bank Draft.

The RFP documents are also available on PIDC and PPRA websites. In case of downloading, the indicated fee shall be submitted along with the proposal at the time of submission of Proposals in prescribed manner.

The interested firms are requested to submit their **Technical and Financial Proposals** in separate sealed envelopes on or before 2:00 pm on 29th October, 2021 at the address given below. The Technical Proposals will be opened on the same day at 2:30 pm. Financial proposals will remain safe in custody of PIDC till completion of Technical Evaluation. After completion of technical evaluation, the qualified bidders shall be invited for the opening of financial proposals. Delayed/ conditional/ telegraphic Proposals will not be entertained.

All bids must be accompanied by a Bid Security @ 2% of bid amount in the shape of bank draft / pay order in favor of “Pakistan Industrial Development Corporation (Pvt.) Limited”, that should be sealed in another envelop with clearly marked Bid Security. All three (03) envelops of technical proposal, financial proposal and Bid security should be sealed in one main envelope at the time of submission.

Proposal / Bids should be submitted under “**Single Stage Two Envelope**” bidding procedure (details are mentioned in RFP documents). The “**Most Advantageous Bid**” will be selected after Technical and Financial Evaluation.

The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per PPRA rule. PIDC 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.

Contact Details:

Manager Information Technology,
Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC),
Ministry of Industries & Production, Government of Pakistan,
2nd floor, PIDC House, Dr. Ziauddin Ahmed Road, Karachi
www.pidc.com.pk
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SECTION 2: INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS:

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” or “Employer” means PIDC, the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means “Consultancy Firms” that may provide or provides the Services to the Client under the Agreement.
- (d) “Day” means calendar day.
- (e) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Firms / Consultants.
- (f) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (g) “Proposal” means the Technical Proposal and the Financial Proposal.
- (h) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (i) “Terms of Reference” (TOR) means the document included in the RFP as Section 03 which explains the objectives, scope of work, activities, tasks to be performed by the Consultant and expected results and deliverables of the assignment.
- (j) Work’s Name means “PROCUREMENT AND IMPLEMENTATION OF ERP SOLUTION ON SaaS”

1. INTRODUCTION

- 1.1 The Consultants are invited to submit Technical and Financial Proposal as per the terms and conditions mentioned in the RFP document. The proposals against should be marked and in sealed envelopes.
- 1.2 Consultants shall bear all costs associated with the preparation and submission of their proposals. The Client is not liable to pay any cost associated with the preparation of the proposal. The Client reserves the right to annul the selection process at any time prior to award of work, without thereby incurring any liability to the Consultants

Conflict of Interest

- 1.3 Client/PIDC requires that Consultants should provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

Fraud and Corruption

- 1.5 PIDC requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of the agreement. Failing may result in disqualification.
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the selection process or in agreement execution;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "Coercive practices" means 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 an agreement.
- 1.6 PIDC will have the right to inspect consultants' documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the PIDC

Proposal Validity

1.7 Bids should be valid for 90 Days from Bid submission date

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 At any time after publication and 7 working days prior to the submission deadline, the Client may amend the RFP by issuing an amendment in writing or hoisting the same on Client's website. The amendment shall be the part of RFP documents.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants (who purchase the RFP from Client's office) and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSALS

3.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English language.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. Each page of this bid documents shall be signed / stamped.

Technical Proposal Format and Content

3.3 The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms

- a) The technical proposal of eligible organizations will be evaluated using the required criteria using the criteria laid down in forms of technical proposal attached in this RFP.
- b) Technical proposal should contain;
 - i. Covering Letter on company letter head.
 - ii. Company Profile. (Including status, services offered, number of offices, credential and active registration with relevant authority)
 - iii. List of minimum 7 successful ERP Solution implementations as an organization.
 - iv. Details of Technical Staff of Proposed ERP Solution.
 - v. Copy of authorized dealership certificate.
 - vi. Company registration document with at least 5 years' experience.
 - vii. Copy of National Tax Number (NTN) and Sales tax.
 - viii. Company financial position (Previous 3 years audited accounts)
 - ix. List of Minimum 2 successful ERP implementation in Government / Public Sectors
 - x. Proposal for ERP Solution. Must also including:

- a. Implementation detail plus Methodology.
 - b. Complete Hardware requirement in all aspects.
 - c. Customer Support / System maintenance service.
 - d. Project Timeline implementation (Go Live) of complete system is 6 months
- xi. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment.

3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

Financial Proposal

3.5 The Financial Proposal shall provide the information indicated in the following para using the attached Standard Forms

- a) The financial proposal of only eligible bidders with technically qualified specifications will be opened.
- b) It shall list all costs associated with the assignment, provided with breakdown.
- c) Financial proposal should contain;
 - i. Covering Letter on company letter head.
 - ii. Detailed cost summary with separate retail costs of product (software, modules and licenses etc.), cost of services to be provided (documentation, implementation, maintenance, customization services etc.) and taxation.
 - iii. Separate Total cost of the proposed system with all taxes included approximate cost for proposed hardware (and its specifications) and database needed for smooth operation of the proposed system. **This cost, however, will not be included in the total amount of the Financial Bid.**

3.6 Consultants should express the price of their services in Pakistan Rupees only.

4. Training support

4.1 Selected company shall be responsible to train PIDC staff to maintain and handle the software.

5 SUBMISSION AND OPENING OF PROPOSALS

5.1 The original proposal (Technical and Financial Proposal) shall contain no overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.

- 5.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 5.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals (original and one copy) shall be sent to the Client’s addresses. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 5.4 The original and all copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals and Bid Security shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Project, clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE, BEFORE SUBMISSION DEADLINE”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, or Bid Security is not provided, this will constitute grounds for declaring the Proposal non- responsive.
- 5.5 The Proposals must be sent to the Client’s address and received by the Client no later than the dead line. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 5.6 The Client shall open the Technical Proposal at the time mentioned in the advertisement. The envelopes with the Financial Proposal shall remain sealed and securely stored.

6 PROPOSAL EVALUATION

- 6.1 From the time, the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals:

6.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified Evaluation/ Selection Criteria. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in Evaluation/ Selection Criteria. The financial bids of those Consultants who passed in Technical Evaluation would be opened.

6.3 - Selection of Consultant shall be based on “**Most Advantageous Bid**”.

Public Opening and Evaluation of Financial Proposals:

6.4 After the technical evaluation is completed, the Client shall inform the Consultants who will qualify the minimum technical scores required to be eligible. Those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, their Financial Proposals will be returned unopened and they can collect their envelope from PIDC House within 15 days after receiving notification from Manager IT. The Client shall simultaneously notify in writing to consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

6.5 Financial Proposals of technically qualified consultants shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The Financial Proposal of the Consultants who met the minimum qualifying score will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

6.6 The Evaluation Committee will correct any computational errors (if require). When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail.

7 CONFIDENTIALITY

7.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the announcement of results and the award of work. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subjected to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

8 BID SECURITY

- 8.1 All bids must be accompanied by a Bid Security @ 2% of bid amount in the shape of bank draft/pay order in favor of “Pakistan Industrial Development Corporation (Pvt.) Limited”. (The bid security should be valid for a period not less than 3 months and enclosed with financial proposal.)
- 8.2 The bid security submitted for the most advantageous bid will be forfeited if the bidder withdraws its bid or do not enter into signing of contract as per the committed terms & condition or if a bidder does not accept the correction of his Bid Price. The same may also lead to backlisting. The Bid security of other qualified bidders will be returned after signing of the contract with the successful bidder or within 28 days after the bid validity period. The bid security of successful bidder will be returned after submitting a Performance Security.

9 RETENTION OF MONEY

- 9.1 10% from each invoice will be retained by the client as retention money and will be paid back at the end of the contract after successful completion of work. Retention money shall be paid by the Client to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any).

10 NOTIFICATION OF AWARD

- 10.1 Prior to expiration of the period of bid validity prescribed by the Client, it will notify the successful Consultant in writing (“Letter of Acceptance”) that its bid has been accepted. The formal Agreement between the Client and the successful Consultant shall be executed within the time mention in Letter of Acceptance.

11 PERFORMANCE GUARANTEE

- 11.1 PIDC may require the successful bidder to furnish a performance guarantee of 5% of contract value and will be submitted at the time of contract signing valid until closing of contract.
- 11.2 Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having latest AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

SECTION 3: TERMS OF REFERENCE (TOR)/ SCOPE OF WORK

TERMS OF REFERENCE (TOR)/ SCOPE OF WORK

INTRODUCTION OF PIDC:

PIDC was created in 1952 through Act of Parliament, with the prime objective of setting up industrial base in the country. Its focus was those sectors where the private sector was shy and where large amount of capital outlay with long gestation period was required. The industries were mostly set up in backward and far-flung areas with a view to create employment opportunities and to bring them at par with the main urban centers. The operational strategy was to set up projects on a continuous basis and transfer them to the private sector after successful operation, which encouraged and involved private sector in national development.

Within this mandate, PIDC established 94 Industrial Units during the period from 1952 to 1982 in the major sectors of economy like Mining, Fertilizer, Cement, Automobile, Chemicals, Pharmaceutical, cotton & Textile, Ginning, and Sugar etc. PIDC established 73 units in West Pakistan and 21 Units in East Pakistan. Out of 73 Units, 29 were established in Punjab, 19 in Sindh, 17 in KPK (former NWFP) and 8 Units in Baluchistan.

The Role of PIDC was redefined in 2004-05 as an “Industry facilitator” with the objective to act as a primary vehicle for facilitating of industrialization, foster spirit of enterprise, facilitate entrepreneurs and to promote Industry through skill development and provision of common facility centers to help private Sector in specific sectors.

Accordingly, PIDC established 08 new subsidiaries and 02 Joint Venture companies to create skilled and trained manpower in order to bridge technical gap and enabling private sector to unleash the potential of particular sectors.

PROJECT TITLE:

Procurement and Implementation of ERP Solution on Software as a Service (SaaS)

PROJECT BACKGROUND:

The purpose of this proposal is to identify and select a professional firm with proven experience in Enterprise Resource Planning implementation projects. The Consultant should conduct a comprehensive needs assessment and provide assistance with the selection of an ERP Software and adequate solution for the PIDC’s ERP system.

The PIDC's objective for this project includes:

Procuring & Implementing ERP based organization wide, robust, comprehensive and well-integrated ERP Solution for its entire Admin, Finance and Account, HR department related services including the modules at the most competitive terms & conditions.

For this purpose, PIDC will establish project office in the head office premises.

SCOPE OF WORK:

The required services (in terms of implementation) and performance conditions are described in the Scope of Services below:

The Consultant should review relevant documentation to obtain background information on the current legacy system (GL & Payroll running at oracle platform) and desired ERP environment to identify key strategic options and recommendations. The proposal should include a sufficient level of detail on each task including migration of data from current legacy system to ERP. If the consultants feels that additional tasks are warranted / customized, they must be clearly identified in the proposal. Task to Complete in 6 months and also provide services.

Deliverables:

In addition to the actual deployment/ implementation of ERP solution at the PIDC, following deliverables are expected from this project:

- i. Software modeling
- ii. Project Governance including a project plan for the project execution
- iii. Review of Hardware Infrastructure and recommendations
- iv. Requirements Specification Document(s) and their sign-offs
- v. Gap identification document(s) and their sign-offs
- vi. Modules based on Requirements Specification and Gap Analysis
- vii. User Guides and Training Manuals as per business processes designed for PIDC
- viii. License keys of the software solution and all its components as to meet all the functional requirements.
- ix. Installation, configuration, customization, and integration covering the scope of the project
- x. Procedures for User Acceptance Test(s)
- xi. System's documentation in the form of installation and configuration guides, end- users and administration manuals etc.
- xii. Parallel Run with existing application of PIDC that include Simultaneous Data Entry in the new ERP for the initial One Year.

The proposal should not be limited to above points but also it should discuss the following:

- a.** Collaborate with PIDC's relevant departments staff to refine the scope, purpose, uses and goals of the Industry's ERP Selection to ensure that the solution is both adequate and appropriate to meet the Organization's needs. Review project schedules and answer any questions pertaining to the review of the scope defined in this RFP. The proposal will fully identify and describe the Organization's expectations for this project and provide an adequate solution.
- b.** Develop an ERP Needs Assessment Report (Pre – Implementation), including, but not limited to, the following major components:
 - i.** Off the shelf ERP Solution with licenses, solution implementation, including configuration, customization and integration with other Applications.
 - ii.** Identify effectiveness, weaknesses or inefficiencies of the current process and existing system in meeting the business needs of the Organization. Offer options and alternatives for the Organization to consider and whether they would allow responding quickly and cost-effectively to changing business and technical needs.
 - iii.** Evaluate the pros and cons of the current system hardware (servers, backup appliance and firewall); propose opportunities and equipment for improvement, wherever needed.
 - iv.** Benchmark project budget (including users' profiles) support and on-going maintenance costs to similar-sized entities immediately and in medium term.
 - v.** Assist the Organization in developing a refreshed vision for the Industry's ERP and business-related technology strategies and paper less system for both the current- and long- term as they relate to Finance and Accounting, Procurement (Sourcing, Buying & Contracts) & HR (Management & Payroll Processing).

(Scope of work may enhance or reduce as per PIDC requirement)

SECTION 4: EVALUATION / SELECTION CRITERIA

C.1 – Mandatory Requirements (Copies of certificates are required)

1. The Firm should be an Active Tax payer, NTN Registration Certificate from Federal Board of Revenue and sales tax registration is required.
2. Firm must be registered with relevant Government body (including SECP).
3. Affidavit should be submitted on stamp paper for consultant's not blacklisted nor in litigation (if any) on any project or by any organization.

C.2 – Selection Criteria

To qualify, applicant must score an aggregate of 65 marks out of 100. Also, it's desirable that applicant secure at least 50% score in each category (A to E).

The Selection Criteria is based on the following: (Check marks and then finalized it)

| S. No. | Criteria | Max. Marks |
|----------|--|-----------------|
| A | Profile of Consultancy Firm | 10 Marks |
| A1 | Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate). <ul style="list-style-type: none"> • Up to 5 years (05 marks) • 10 years or above (additional 03 Marks) | 8 Marks |
| A2 | Availability of local office (in Karachi) | 2 Marks |
| B | Experience and Performance of the Consultancy Firm (Documentary Proof for each work should be attached; completion certificates for executed works and Letter of performance supported by agreement for in hand projects) | 50 Marks |
| B1 | Number of years served in implementing proposed Solution (minimum 5 yrs.) – (Provide documentation proof or will be evaluated through B2 & B3) 5 years = 5 marks Additional 1 mark for each extra year. | 10 Marks |

| S. No. | Criteria | Max. Marks |
|--------|---|------------|
| B2 | No. of total deployments of proposed Solution (minimum 10) 5 deployments = 5 marks Additional 1 mark each for 1 extra deployments | 10 Marks |
| B3 | Number of in-hand deployment of proposal solution (Minimum =2) 2 deployments = 5 Marks Additional 1 Mark each for 1 extra deployment | 10 Marks |
| B4 | No. of ERP Partner operations Globally with Proper physical offices (Minimum 1) Minimum 1 = 5 marks Additional 1 mark for every extra Office | 10 Marks |
| B5 | No. of deployments of the proposed ERP solution for Government / Public sector clients (minimum 2) Minimum 2 deployments = 5 marks Additional 1 mark for every extra client | 10 Marks |
| C | Qualification & Experience of Key Personnel to be assigned on this project (Copies of Educational plus Experience certificates and signed CVs of Key Personnel should be attached) | 20 Marks |
| C1 | Project Manager (Min: Master in Computer Science) <ul style="list-style-type: none"> • Minimum 10 years overall Experience - 05 Marks • Additional 1 mark for each relevant year experience | 10 Marks |
| C2 | Finance Professional (Min: Masters) <ul style="list-style-type: none"> • Minimum 08 years overall Experience - 03 Marks • Additional 1 mark for each relevant year experience | 05 Marks |
| C3 | Officers 02 No. (Min: Bachelors in CS/CE/SE) <ul style="list-style-type: none"> • Minimum 3 years overall Experience-0 3 Marks • Additional 1 mark for each relevant year experience | 05 Marks |
| D | Methodology & Work Plan | 10 Marks |
| D1 | Methodology & Work Plan to deploy/implement ERP solutions. | 10 Marks |

| S. No. | Criteria | Max. Marks |
|----------|---|-----------------|
| | Note: The marks on the methodology will be given fairly at the sole discretion of Client's Technical Evaluation Committee. The Consultants agree that they will have no objection on the Client's Technical Evaluation Committee's decision | |
| E | FINANCIAL SOUNDNESS | 10 Marks |
| E1 | <p>The Bidder must submit audited financial statements for the last Three (03) years, supported by audit reports duly signed and stamped by authorized representatives so that their financial strength may assessed. Stamped & Signed Working Capital and Average Turn Over of last three years</p> <ul style="list-style-type: none"> • 1 Mark for each (average) million turnover | 10 Marks |

Notes:

1. *Changing of proposed staff without the consent of client will be considered as a default on part of consultants and may result in termination of contract if not rectified immediately.*
2. *The staffing requirement mentioned above is minimum required staffing. The Consultants must agree that in case of work load, additional staff will be provided by the Consultants if required.*

TECHNICAL PROPOSAL FORMS

Technical Proposal- Standard Forms

(Should be filled by Consultancy Firm)

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

- Consultant's Organization Information
- Consultant's Experience / Similar Assignments Undertaken

TECH-3 Additional Work/Reporting Proposed ON THE TERMS OF REFERENCE

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Curriculum Vitae (CV) for Proposed Sector Expert

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Letter Reference number]

[Date]

To [Name and address of Client]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We, the undersigned, offer to provide the services for **[Insert title of assignment]** in accordance with your Request for Proposal dated _____; we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Bidder (if any, otherwise delete this line)]*¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in tender document.

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

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

| Organization Information | | |
|--------------------------|---|----------------------------|
| S # | Required Information | Response |
| 1 | Legal name of the organization | |
| 2 | Year of Registration / Establishment of the Organization | |
| 3 | National Tax Number | |
| 4 | ISO Certification | |
| 5 | General & Sindh Sales Tax Number | |
| 6 | 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 |
| | Others (Please specify) | |
| 7 | Name of 'Directors/Partners' | |
| | Mobile: | |
| | Phone/s: | |
| | Email: | |
| | Fax: | |
| | Address of organization: | |
| | Website address: | |
| 8 | Name and designation of 'Head of Organization' | |
| | Mobile: | |
| | Phone/s: | |

| | | |
|---|--|--|
| | Email: | |
| | Fax: | |
| | Address of organization: | |
| | Website address: | |
| 9 | Name and designation of 'Focal Person/Project Manager: | |
| | Mobile: | |
| | Phone/s: | |
| | Email: | |
| | Fax: | |
| | Address of organization: | |
| | Website address: | |

B - Consultant's Experience / Similar Assignments Undertaken

[Using the format below, provide information on each assignment for which your firm was legally contracted or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Please provide Client's certification and/or evidence of the contract agreement.]

| | |
|---|--|
| Assignment name: | Cost of the Project: |
| Country: | Location within country: |
| Name of Client: | Duration of assignment (months): |
| Start date (month/year): Completion date (month/year): | 1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR): |
| Name of associated Consultants, if any: | |
| Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager/Coordinator, Team Leader etc.): | |
| Description of Project: | |
| Description of actual services provided by your staff / Consultant within the assignment | |
| Please attach Certificate by the Client / Employer that the work was successfully completed by the consultant. | |
| Attach any documentary proof (project completion report/final outcome) | |

FORM TECH-3 Additional Work/Reporting Proposed ON THE TERMS OF REFERENCE

[Present and justify here any extra information/analysis can be presented by your firm in addition to activities mentioned in the Terms of Reference or you are proposing to improve performance in carrying out the assignment (such as adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

PIDC reserves the right to accept or reject it.

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan

a) Technical Approach and Methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents.

FORM TECH-5 CURRICULUM VITAE (CV) OF PROPOSED Experts

(Consultant Organization may give multiple CVs of Experts under below format who will be working on the assignment)

1. Proposed Position [*only one candidate shall be nominated for each position*]:

2. Name of Firm [*Insert name of firm proposing the staff*]:

3. Name of Staff [*Insert full name*]:

4. Date of Birth: _____ **Nationality:**

5. CNIC No (if Pakistani): _____ **or Passport No:**

6. Education:

| <i>Degree</i> | <i>Major/Minor</i> | <i>Institution</i> | <i>Passing Year</i> |
|---------------|--------------------|--------------------|---------------------|
| | | | |
| | | | |
| | | | |

7. Membership of Professional Association(s): _____

8. Other Professional Trainings [*Indicate significant training obtained*]:

9. Languages [*For each language indicate proficiency in speaking, reading, and writing*]:

10. Employment Record [*Starting with present position, list in reverse order every employment held since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

| <i>Employer</i> | <i>Designation</i> | <i>Major Responsibilities</i> | <i>From (MM/YYYY)</i> | <i>To (MM/YYYY)</i> |
|-----------------|--------------------|-------------------------------|-----------------------|---------------------|
| | | | | |
| | | | | |

11. Detailed Tasks assigned [*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the task assigned [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11*]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I fully understand that the proposed sectoral staff cannot be changed without any concrete reason under intimation to the client and necessary approval after sharing at least three profiles of proposed consultant. The client will fully review the profile of new consultants and may accept or reject to allow to carry out the assignments to the next level.

Date: *Day/Month/Year* [*Signature of Sector Expert*]

Signature of authorized representative:

SECTION 5: FINANCIAL SUMMARY

Financial Proposal- Standard Forms

(Should be filled by Consultancy Firm)

Form FIN-1 Financial Proposal Submission Form

Form FIN-2 Summary of Cost

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

(Should be attached with Financial Proposal only)

[Letterhead]

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the services of **[Insert title of assignment]** in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amounts in words and figures¹]*. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal (90 days from the Technical Proposal opening date)

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

(Should be attached with Financial Proposal only)

DETAILED COST IN PKR

| SR. | ITEM | PER UNIT COST WITHOUT TAXES | QUANTITY | TOTAL COST WITH TAXES |
|-----|------|--------------------------------|----------|--------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Item | Total Cost of Financial Proposal |
|-----------------------------------|----------------------------------|
| | [Indicate in PKR, numbers] |
| Total Costs of Financial Proposal | |

Total Cost in Words (Inclusive of all applicable taxes):

Note:

1. The Contract is on SaaS (Software as a services) basis.
2. **10% of Consultancy Invoices will be deducted from each invoice up to a limit of 10% Contract Price and will be released within 30 days after completion of works as per Client's satisfaction.**

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of firm:

Address:

SECTION 6: DRAFT CONTRACT FORMAT

(NOTE: Contract can be modified/agreed and signed by mutual understanding)

DRAFT CONTRACT FORMAT

DATE: _____

DESCRIPTION OF CONTRACT: “PROCUREMENT AND IMPLEMENTATION OF ERP SOLUTION ON SOFTWARE AS A SERVICE (SAAS)”

CONTRACT TOTAL AMOUNT: PKR XXXXX [INCLUSIVE OF ALL TAXES, DUTIES & OTHER CHARGES)

TENDER REFERENCE NO: _____

CONTRACT REFERENCE NO: PIDC/ -[DATE]

Whereas the Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC) having, its office address at [2nd Floor Dr. Ziauddin Ahmed Road, KARACHI], hereafter referred to as the “*Client*”, represented by [MR. XXXXX], CEO - PIDC is desirous that certain service(s) should be executed by [XXXXXXXXXXXXXXXXX NAME OF FIRM/CONSULTANT], having its address at [ADDRESS] and represented for the purposes of this Contract by [AUTHORIZED REPRESENTATIVE], hereafter referred to as the “*Consultant*”, and has accepted by the Consultant for the execution and completion of such service(s) in the sum of PKR XXXX hereinafter called “the Contract Price” and the remedying of any defects therein

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1: Service(s) specifications:

Terms of reference mentioned in Request for Proposal / Any amendment made in the TORs with mutual consultation

1.1. Service(s) summary Description:

Country of Services: Pakistan

Specific conditions:

Contract Price (PKR):

Expiration of Contract

- 1.2 The total time period of the project is envisaged to 06 calendar months, however, may be extended due to work conditions. In case of extension of contract, no additional payment to the Consultants will be admissible.

"Completion of Services" means submission of all reports or deliverables to the client mentioned and obtaining the Client's approval for such deliverables.

Documents Prepared by the Consultants to be the Property of the Client

- 1.3 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

Coordination & Assistance

- 1.4 It is the responsibility of the Consultants to get all necessary approvals. The Client will only facilitate the Consultants for getting such approvals.

Article 2: Contract Specifications

- 2.1 The following documents shall be deemed to form and be read and construed as part of this contract:

- i. The Signed & Stamped document of Request for Proposal, including all terms and conditions applicable in execution phase.
- ii. Terms of Reference (TOR)
- iii. Technical Approach, Methodology, Work Plan and other related documents submitted with proposal
- iv. Payment Terms
- v. any other documents forming part of the contract or addendum

- 2.2 The following technical specifications apply to the service(s) being executed within this contract:

Terms of reference should be annexed for consultancy services including all terms and conditions applicable in execution phase.

Article 3: Terms of Payment

- 3.1 The Client agrees to pay the sum of PKR (xxxxx) to the Consultant for executing the service(s) listed above under "Specifications" and in the Contract annexes (if any) and according to the terms and conditions of the present contract.
- 3.2 In consideration of the payments to be made by the Contracting Authority to the Consultant as hereinafter mentioned, the Consultant undertakes to execute and complete the service(s) and remedy defects/corrections therein in full compliance with the provisions of the

contract. Consultant is not allowed to do the assignment partially. The Work/Report/Study against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.

3.3 The following terms of payment have been agreed upon by both parties:

AS STATED IN SECTION 03 OF THE REQUEST FOR PROPOSAL [TORS]

AND ANY CHANGE AS MUTUALLY AGREED BETWEEN BOTH THE PARTIES

3.4 Government taxes, if any, applicable shall be deducted at source before making any kind of payment;

3.5 Payment shall be made in Pak. Rupees, by submission of invoices on the basis of actual work done, work plan and as per payment terms.

3.6 Consultant shall provide NTN (National Tax Number). Tax exemption certificate (if any) along with invoices will be furnished by consultant to avoid Tax deduction.

3.7 TOR (Terms of Reference) shall be part of the Contract and payment shall be subject to fulfilment of requirements as per Terms of Reference.

3.8 Payment will be transferred from the Contracting Authority to the Consultant through cheque within 14 (Fourteen) days of submitting Invoice to the Client.

RETENTION MONEY

3.9 10% from each invoice, up to a limit of 10% of Contract Amount, will be retained by the client and will be paid back at the end of the contract after successful completion of work. Retention money shall be paid by the Client to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any).

PERFORMANCE SECURITY

3.10 A Performance Security 5% of Contract Amount should be submitted by the Bidder after issuance of Letter of Acceptance and before signing of Agreement. The Consultants shall commence the Services on the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing. Performance Security will be returned to the Consultant within thirty (30) days after the successful completion of the contract and the remedying of notified issues in the submitted report (if any). Performance Security should be made in favor of "Pakistan Industrial Development Corporation (Pvt.) Ltd." in the shape of Pay Order / Bank Draft.

Article 4: Schedule of Services

4.1 The consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/forfeiting of the remaining amount of the consultant by the Client.

Article 5: Claims

5.1 If the service(s) do not adhere to the contracted specifications defined in TORs, the Client reserves the right to cancel the contract and consider itself not responsible for any payment or compensation

5.2 Upon delivery, the Client has the right to apply financial sanctions in case the Consultant delivers defective service(s) or service(s) not complying with the approved technical Specifications, and/or in case of delay in delivering the service(s) as per the Schedule.

5.3 The Client shall give notice to the Consultant stating the delivery delay and/or the nature of any non-compliance

5.4 Upon receipt of such notice, the Consultant shall, within a period of 7 (seven) calendar days,

5.5 comply with the deficiencies mentioned by the Contracting Authority.

5.6 If having been notified, the Consultant fails to comply within a period of 7 (seven) calendar days, the Client may take such remedial action as may be necessary, at the Consultant's risk and expense (and without prejudice to any other rights which the Client may have against the Consultant under the Contract).

Article 6: Termination

6.1 In the event that the Client discovers any acts of misconduct by the Consultant, the contract will be deemed null and void. In such an event, the Client will not be required to make any further payments for delivered or undelivered service(s). Examples of acts of misconduct but are not limited to: bribery, falsification of receipts, subcontracting (unless previously agreed in writing by both parties), failure to disclose personal relationships with employees of the Client, and any other instances that the Client deems to be fraudulent.

6.2 In the event of any breach of the Consultant, or its failure to deliver the requested service(s) within the specified and scheduled periods of time, or failed to comply with any of its obligations, the Client shall have the right to terminate this Agreement at any time by serving a termination notice and without the need for a court order.

6.3 The Client reserves the right to inform any other private, public, government or non-government organization about the reasons why Consultant contract was cancelled.

Article 7: Notices

All notices and other communications required or permitted between the Parties by this Contract shall be in writing and either sent by E-mail, courier or facsimile to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:

- By courier when so delivered as evidenced by acknowledged receipt; or
- By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.

If to the Consultant: [XXX]
Address: [XXXX]
Tel: +[XXXXXXX]
E-mail: [XXXXXXX]

If to the Client: [Pakistan Industrial Development Corporation (Pvt) Ltd]
Address: 2nd Floor, PIDC House, Dr. Ziauddin Ahmed
road, Karachi-75530
Tel: [021-35685041-49, 35680865]
E-mail: [r.e@pidc.com.pk]

Either party may change its nominated address to another address by giving at *least fifteen (15) days'* prior written notice to the other party.

Article 8: Force Majeure

Neither Party will be liable for any loss, damage, cost, delay or failure to perform resulting from causes beyond its reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, strikes, insurrections, riots, lightening or storms. If a force majeure event occurs, the duration of the Agreement shall be extended by a period of time as consulted between both the parties. No additional payment will be made for this extended period. If the period of the force majeure event exceeds two (2) months, the Contracting Authority shall have the right to terminate this Contract without incurring any liability or damages.

Article 9: Non-Waiver

No failure or delay on the part of a Party in exercising any right, power or privilege under this Agreement, and no course of dealing between the Parties, will be deemed a waiver of any further exercise of any right, power or privilege. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which such Party would otherwise have.

Article 10: Assignment

The Consultant may not assign this Agreement or any of its obligations hereunder without the Client's prior written consent.

Article 11: Copyright and Confidentiality

The Consultant shall not disclose any proprietary or confidential information relating to this contract or the CLIENT's business or operations without the prior written consent of the CLIENT during the contract period or after the expiration thereof.

The intellectual property including studies, reports, other material, software, documents etc. produced as exclusive and direct consequences of shall be the property of client.

Article 12: Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Islamic Republic of Pakistan.

Article 12.1 Dispute Resolution

- 12.1.1 Initially a Manager Research & Evaluation, PIDC and Consultant Representative will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
- 12.1.2 In case the dispute cannot be resolved amicably, it shall be referred for Arbitration to the CEO PIDC.
- 12.1.3 Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Karachi.

Article 13: Amendments

- 13.1. During the course of the contract, if the client deems necessary that any change in the agreed TORs is necessary. The same may be implemented through mutual consultation of both the parties.
- 13.2 Except as otherwise provided in this Contract, no amendment, modification or waiver of any of the provisions of this Contract will be valid unless set forth in a written instrument signed by both Parties.

Article 14: Severability

If any provision of this Contract is held invalid under any applicable law, such invalidity will not affect any other provision of this Contract that can be given effect without the invalid provision. Further, all terms and conditions of this Contract will be deemed enforceable to the fullest extent permissible under applicable law.

Article 15: Code of Ethical Purchasing/Conduct of the Consultant

15.1. By signing this Contract, the Consultant agrees to:

- Undertake to carry out its duties to the highest professional standards, in particular in terms of objectivity and impartiality and exclusively in the best interests of the Client with no consideration linked to possibilities for future contracts;
- Guaranteeing that there is no Conflict of interest with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which the consultant might belong or through any subsidiary or related company;
- Ensure the respect of national and international social and environmental standards and regulations
- State that it is not in any of the situations of Exclusion, namely:
 - Being bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - having been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
 - having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - having not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of presence of the Purchaser or those of the country where the contract is to be performed;
 - having been the subject of a judgement for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the Purchaser or its donors;
 - being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority.

Article 16: INTEGRITY PACT

16.1 If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

- (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such

termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

This Contract Agreement shall be executed in original,

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown above.

Consultant's/Consultant Representative signature:

[xxxxx name]

[Designation]

Signature: _____

Client Representative signature:

[xxxxx name]

[Designation]

Signature: _____

Witness

[Client]

[Consultant]

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

CNIC _____

CNIC _____

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier/firm/Consultant] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier/firm/Consultant] 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/firm/Consultant] 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.

Name of Client:

name of Supplier/firm/Consultant:

Signature:

Signature:

[Seal]

[Seal]

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

CNIC _____

CNIC _____