

# **INVITATION FOR BIDS**

## **BENAZIR INCOME SUPPORT PROGRAMME**

### **Procurement of ArcGIS Software or equivalent**

IFB # 1-60/MIS/Tech/BISP/HQ/2020

Benazir Income Support Program (BISP) is a largest Social Safety Net at country level providing Cash Grants to eligible beneficiaries under the program. BISP hereby invites sealed "Bids" from interested bidders/Service Providers for "**Procurement of ArcGIS Software or equivalent**". Technical requirements/Scope of Work are mentioned in the bidding document in the relevant Section.

Interested bidders/ service providers having valid NTN/STRN and placed at Active Taxpayers List (ATL) of FBR and having minimum of five (05) years' experience in the relevant field may download a complete set of bidding documents containing Technical requirements/Scope of Work and detailed terms & conditions from BISP ([www.bisp.gov.pk](http://www.bisp.gov.pk)) and PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)) websites or obtain the same free-of-cost from Room 232, Benazir Income Support Programme, Head Office, F-Block, Pak Secretariat, Islamabad.

Single stage – One envelope procedure as per Public Procurement Rules, 2004 may apply. The Bids in sealed envelopes, should reach the address given below on/or before **8<sup>th</sup> December, 2020 at 1100 hours**. The "Financial Bids" must be supported with earnest money @2% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of Additional Director General (Procurement), BISP. Electronic and late bidding shall not be permitted/accepted.

Bids will be publically opened on **8<sup>th</sup> December, 2020 at 1130 hours**, in the presence of the bidders' designated representatives, at Benazir Income Support Programme, Head Office, F-Block, Pak Secretariat, Islamabad.

The bidders are requested to give their best and final prices inclusive of all applicable indirect taxes, freight charges, etc. as no negotiations on the prices are allowed. BISP may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004.

**Additional Director General (Procurement)**  
Benazir Income Support Programme,  
Head Office, F – Block,  
Pak Secretariat, Islamabad.  
Ph: 051-9246420

**Bidding Document for  
Procurement of ArcGIS Software or  
equivalent**

**National Competitive Bidding**



**Nurturing Women Empowerment**

**BENAZIR INCOME SUPPORT PROGRAMME  
GOVERNMENT OF PAKISTAN**

**November 2020**



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# **SECTION-1**

## **Invitation to Bid**

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## **SECTION-II**

### **Instructions to Bidders**

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

1.	<b>Scope of Bid</b>	<p>1.1 Benazir Income Support Programme (BISP), Government of Pakistan invites bids for Procurement of Software ArcGIS or equivalent.</p> <p>1.2 Whose requirements have been specified in the Scope of Work at <b>Section –III</b></p> <p>1.3 Bidders must quote prices for the complete scope of services. Any Bid covering partial scope of services shall stand non-responsive.</p>
2.	<b>Source of Funds</b>	2.1 Public Fund.
3.	<b>Eligible Bidders</b>	<p>3.1 This Invitation for Bids is open to all eligible Bidders/Service Providers for the supply and Installation of goods and services which are more specifically described in the Scope of Work (<b>Section-III</b>).</p> <ol style="list-style-type: none"> <li>1. Bidder(s) must have at-least <b>five (05) years of experience</b> of similar nature as requisitioned in the bid. The bidder(s) must provide copies of supply orders to establish the required experience.</li> <li>2. Bidder(s) must provide Complete <b>List of Clientele</b> including <b>details of at least two (02) current clients along with their contact information</b>.</li> <li>3. Bidder(s) shall provide <b>National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) of both Income Tax and General Sales Tax of FBR.</b></li> <li>4. Bidder(s) must submit <b>Manufacturer’s Authorization</b> of the offered Software by the Principal Manufacturer on the format provided in Section IV of the bidding documents with his bid</li> <li>5. Bidder(s) must provide the <b>leaflets/ brochures/ catalogs of the quoted brand</b> with the bid</li> <li>6. The <b>bid submission form and price schedule should be submitted on the prescribed format on company’s letterhead.</b> Both must be properly signed and stamped by the authorized person.</li> <li>7. <b>Bid Security</b> as mentioned at ITB clause 18.1 must be furnished;</li> <li>8. Bidders must provide <b>an Affidavit on non-judicial stamp paper of Rs. 100/-</b> that bidder is not blacklisted by any public sector organization</li> <li>9. Bids shall remain valid for the period of <b>120 days</b> as mentioned at ITB clause 14.1</li> </ol>



4.	<b>Corruption and Fraud</b>	<p>4.1 Corrupt and Fraudulent Practices include the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Service Provider or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; 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, non-competitive levels and to deprive the procuring agencies 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”.</p> <p>4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.</p>
	<b>Eligible Goods and Services</b>	5.1 As described in the Scope of Work ( <b>Section-III</b> ).
6.	<b>Cost of Bidding</b>	<p>6.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>6.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidders own risk. Pursuant to ITB Clauses; 3, 17, 18&amp; 19, Bids which are not substantially responsive to the requirements of the Bidding Documents, will be rejected</p>
7.	<b>Bidding for Complete work</b>	7.1 A Bidder’s bid for complete procurement as per the Scope of Work ( <b>Section III</b> ). Partial bids will be rejected.
8.	<b>Pre-Bid Meeting</b>	8.1 <b>A Pre-bid Meeting will not be held.</b>
<b>The Bidding Procedure</b>		
9.	<b>The Governing Rules</b>	9.1 The Bidding procedure shall be governed by the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA).

10.	<b>Applicable Bidding Procedure</b>	<p>10.1 The bidding procedure is governed by Public Procurement Rule (PPR) 36 “Procedures of Open Competitive Bidding” sub-rule (b) “Single stage – Two Envelop procedure”. Bidders are advised also to refer to the PPR-2004 to confirm the Bidding procedure applicable in the bidding process.</p> <p>10.2 The bidding procedure prescribed in the Bid Data Sheet is explained herein below:</p> <p><b>Single Stage - One Envelope Procedure</b></p> <p>i) During the evaluation of bids, no amendments in the technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<b>The Bidding Documents</b>		
11.	<b>Contents of the Bidding Documents</b>	<p>11.1 The supply &amp; installation of goods and services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include:</p> <ul style="list-style-type: none"> <li>a) Instructions to Bidders (ITB)</li> <li>b) Scope of Work</li> <li>c) Evaluation Criteria</li> <li>d) Bid Forms</li> <li>e) Technical Forms</li> <li>f) Financial Forms</li> <li>g) Standard Forms</li> <li>h) Draft Contract Agreement</li> </ul> <p>11.2 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.</p>

12.	<b>Clarification(s) on Bidding Documents.</b>	12.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address i.e. <b>Additional Director General (Procurement), BISP, Head Office, F-Block, Pak. Secretariat, Islamabad.</b> The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response shall be sent to all prospective Bidders that have purchased the Bidding Documents.
13.	<b>Amendment(s) to the Bidding Documents.</b>	<p>13.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).</p> <p>13.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.</p> <p>13.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>
<b>Preparation of Bids</b>		
14.	<b>Language of Bids.</b>	14.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English.
15.	<b>Documents comprising the Bids.</b>	<p>15.1 The Bid submitted by the bidder shall comprise of both <b>'Technical bid'</b> and <b>'Financial bid'</b> which shall be opened at the same time.</p> <p>The Technical Bid shall contain the following:</p> <ul style="list-style-type: none"> <li>(i) Bid Form for Technical Bid;</li> <li>(iii) Confirmation of Eligibility;</li> <li>(iv) Information on Qualification;</li> <li>(v) Filled Technical Compliance Sheet</li> <li>(vi) Supporting documents to confirm technical compliance</li> </ul> <p>The Financial Bid shall contain the following:</p>

		(a) Price Schedule.												
		15.2 The Bidder shall complete the Bid Forms and Price Schedule furnished in the bidding documents, indicating a detailed description/methodology duly supported with all necessary details with the proposed price.												
16.	<b>Bid Price</b>	<p>16.1 Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all BISP’s obligations mentioned or to be reasonably inferred from the bidding documents in respect of completion of requirements as per Scope of Work (Section-III)</p> <p>16.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedules of Prices, duly typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.</p> <p>16.3 In the Schedule of prices, Bidders shall give the required details and a breakdown of their prices, including all applicable <b>indirect taxes</b>, duties, levies, and charges payable in Pakistan as follows:</p> <table border="1" data-bbox="631 1104 1377 1346"> <thead> <tr> <th>S. #</th> <th>Item Description</th> <th>DDP Unit Price without applicable indirect taxes (GST)</th> <th>DDP Unit Price with applicable indirect taxes (GST)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>16.4 The Bidder is required to offer a competitive price. All prices must include all applicable indirect taxes (GST) as per Law. If there is no mention of taxes, the offered/ quoted price(s) will be considered as inclusive of all applicable indirect taxes.</p> <p>16.5 Prices quoted by the bidder shall not be subject to any adjustment during performance of the contract. No price adjustment provision will be taken into consideration in bid evaluation.</p>	S. #	Item Description	DDP Unit Price without applicable indirect taxes (GST)	DDP Unit Price with applicable indirect taxes (GST)								
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17.	<b>Bid Currencies</b>	17.1 Prices shall be quoted in Pak Rupees.												

18.	<b>Bid Security</b>	<p>18.1 The Bidder shall furnish, as part of its bid, a Bid Security @ <b>2% of the total Quoted Bid Value</b> in Pak Rs. in the shape of pay order/demand draft/ call deposit in the name of Additional Director General (Procurement), BISP. Unsuccessful bidder's Bid Security shall be discharged or returned by the Procurement Wing soon after announcement of the Bid Evaluation Report (BER), and within 15 days from the date of opening of financial bids. After that, the bid securities shall be released by the DDO/Finance &amp; Accounts Wing of BISP. The bid security shall be released subject to submission of an Authority Letter duly signed/issued by the official who signed Bid documents. No personal cheques shall be acceptable at any cost.</p> <p>18.2 The successful Bidder's Bid Security shall be discharged upon signing of contract and furnishing the performance security.</p> <p>18.3 The bid Security may be forfeited:</p> <p>(a) If a Bidder withdraws its bid during the period of bid validity;</p> <p style="text-align: center;">or</p> <p>(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security.</p>
19.	<b>Bid Validity</b>	<p>19.1 Bids shall remain <b>valid for <u>120 days</u></b> after the date of opening of technical bid prescribed by the Procuring Agency.</p> <p>19.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.</p> <p>19.3 Bidders who;</p> <p>(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and</p> <p>(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.</p>

<b>Submission of Bids</b>		
20.	<b>Sealing and Marking of Bids</b>	20.2 The envelope shall: <ul style="list-style-type: none"> <li>(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and</li> <li>(b) Bid Reference No. indicated in Invitation for Bid, and a statement: <b>“DO NOT OPEN BEFORE”</b>, the time and the date specified in the invitation for bid for opening of Bids.</li> </ul>
		20.3 The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is late.
		20.4 If the envelope is not sealed and marked as required the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.
21.	<b>Deadline for Submission of Bids</b>	21.1 <b>Bids must be submitted by the Bidders on/or before 1100 hours by 8<sup>th</sup> December, 2020</b>
		21.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
22.	<b>Late Bids</b>	22.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21.1 shall be rejected and returned unopened to the Bidder.
23.	<b>Withdrawal of Bids</b>	23.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids.
		23.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 19.1. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

<b>Opening and Evaluation of Bids</b>		
24.	<b>Opening of Bids by the Procuring Agency</b>	24.1 The Bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present at <b>BISP, Head Office, Pak Secretariat, Islamabad</b> on <b>8<sup>th</sup> December, 2020 at 1130 hours</b> . No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.
		24.2 All those Bidders who present at the time of bid opening shall sign an attendance sheet.
		24.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations
		24.4 The Bids then shall be evaluated conforming compliance of the Scope of Work (Section-III)
		24.7 In the Price Schedule the arithmetical errors shall be rectified on the following basis:- <ul style="list-style-type: none"> <li>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.</li> <li>b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.</li> <li>c) If there is a discrepancy between words and figures, the amount in words shall prevail.</li> </ul>
25.	<b>Rejection of Bids</b>	25.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but is not required to justify those grounds.
		25.2 The Procuring Agency incurs no liability, solely by virtue of its invoking PPR Rule 33(1) towards Bidders who have submitted bids.
		25.3 Notice of the rejection of all bids shall be given promptly to the concerned Bidders that submitted bids.

26.	<b>Re-Bidding</b>	26.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 25, it may call for a re-bidding. The Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Public Procurement Rules-2004.
		26.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.
27.	<b>Announcement of Evaluation Report</b>	27.1 The Procuring Agency shall announce the results of the bid evaluation in form of a report as per Rule 35 of the PPR-2004 giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.
28.	<b>Contacting the Procuring Agency</b>	28.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.
		28.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.
<b>Award of Contract</b>		
29.	<b>Acceptance of Bid and Award Criteria</b>	29.1 The Bidder whose bid is found to be most closely conforming to the Qualification/Evaluation Criteria prescribed in <b>Section IV</b> and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.
30.	<b>Notification of Award</b>	30.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify to the successful Bidder in writing that his bid has been accepted.
		30.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
		30.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.



31.	<b>Limitation on Negotiations</b>	31.1 Negotiations, that may be undertaken in finalization of the Contract shall not relate to the price or substance of bid specified by the Bidder, but only to minor technical, contractual or logistical details.
32.	<b>Signing of Contract</b>	<p>32.1 The bidder whose bid has been accepted will be sent a notification of award by BISP prior to expiration of Bid Validity Period. At the same time Procuring Agency will notify the successful Bidder that its bid has been accepted and asked the bidder to authorize the representative of the bidder for signing of the Contract.</p> <p>32.2 Within 07 days of receipt of the notification of award, the successful Bidder and Procuring Agency shall sign the contract.</p> <p>32.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the bidder may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.</p> <p>32.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document</p>
33.	<b>Performance Guarantee</b>	<p>33.1 Within 10 days from signing of Contract, the successful Bidder shall furnish <b>Performance Security @ 10% of the total Contract Cost</b>, in shape of unconditional Bank Guarantee as per the format provided in the bidding document, from any schedule Bank of Pakistan.</p> <p>33.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee and upon confirmation (in writing) of genuineness of the Performance Guarantee from the issuing bank.</p> <p>33.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security.</p> <p>33.4 The performance security shall be kept by the Procuring Agency till the completion of the contract.</p>

## **SECTION-III**

### **SCOPE OF WORK**

## **Scope of Work**

### **Schedule of Requirements & Technical Specifications**

The successful bidder shall be liable to supply and implement the following requisite software's **within 45 days** starting from the date of signing of the contract, at Benazir Income Support Programme, BISP Head Quarter, F – block, Pak Secretariat, Islamabad. In this regards BISP invites proposals form companies/firms having legal presence in Pakistan for purchase of GIS Software's. The scope of work includes:

- i) Delivery of ArcGIS Desktop (Advanced) or Equivalent as per the specifications defined.
- ii) Delivery of ArcGIS Enterprise (Advanced) or Equivalent as per the specifications defined.
- iii) ON-SITE Deployment of GIS Software's with all features/functions enable as per the specifications defined without disturbing any running operations.
- iv) An offsite, professional training shall be provided covering all expects (Installation/features/functions/components) of the quoted GIS Software's will be required for 5 x technical team members of BISP by certified trained staff.
- v) Deployment of GIS Software's and training shall be proposed separately by the bidder.
- vi) Principal Original Equipment Manufacturer (OEM) supplier must have 24 X 7 technical supports in the country.

### **Warranties**

Bidders shall provide complete details of software/hardware and services warranties for each item.

- i. Bidder must provide offline technical support for three (03) year.
- ii. Bidder warrants that the Software (CD-ROMs, diskettes, or other media) upon which the Software is delivered are free from defects in materials.
- iii. Bidder warrants that the Software will perform in accordance with the Documentation.
- iv. The Bidder is required to provide support service on implementation.
- v. If during installation of software any kind of hardware is found defective or gets damaged, the same shall be replaced by the bidder free of cost.
- vi. All charges and costs associated with providing the software maintenance service during the said period are included in the price of the software.

## **Technical Specifications**

### **1. ArcGIS Desktop (Advanced) or Equivalent**

Latest Version

Concurrent Use (5 Users)

1.	Should be able to store spatial Data in industry standard RDBMS Format and Should allow user to define a spatial query in a spatial database.
2.	Thematic classifications like: Single symbol, Unique value, Match to predefined style, Graduated colors or symbols, Proportional symbols, Dot density mapping, Chart mapping including pie and bar chart rendering.
3.	Should support rule based symbology, advanced cartographic representations of map entities and option of advanced data labeling.
4.	Use map templates to standardize maps, Interactively set transparency for all data and have an option to export map into different formats
5.	Should have support of Geo-processing tools (Buffer, Clip, Intersect, Union, Merge, Dissolve, Frequency, Split, Erase etc.)
6.	Should support Spatial Analyst tools (Conditional, Density, Hydrology, Map Algebra, interpolation, Extraction, Overlay etc.)
7	Should have support of Geo-statistical tool, Analysis tool, 3D Analyst tool, Conversion tool, Data Management tool, Geocoding tool, Network Analyst tool, Spatial Statistics tool and Server tool.
8.	Should have Image rectification tools for easily geo-referencing existing scanned images.
9.	Should have support of Advanced Spatial Data Editing and having an option of building a topology on a data.
10.	Software should have the support of time slider user interface controls to visualize temporal data.
11.	Software Should have support of publishing and sharing maps and data.

12.	Software should provide Raster handling tools like contrast, brightness, transparency, gamma stretch, dynamic range adjustment, ignore background value, nadir top-up, contrast stretch, display resampling method, zoom to raster resolution, swipe layer etc.
13.	Software should have support of Image Classification and Image analysis tools.
14.	Should be able to operate on Windows OS and Linux OS.

**2. ArcGIS Enterprise (Advanced) or Equivalent**

Latest Version

**4 core license**

1.	Should have support of Portal for ArcGIS or Equivalent to share maps, applications, services, and other geographic information.
2.	Should have support of Spatial Analyst for GIS Server.
3.	Should have support of Geo-statistical Analyst for GIS Server.
4.	Should have support of 3D Analyst for GIS Server.
5.	Should have support of Network Analyst for GIS Server.
6.	Should have support of OGC web services including Web Map Service (WMS), Web Feature Service (WFS), Web Coverage Service (WCS), Web Map Tile Service (WMTS), Keyhole Markup Language (KML) and Web Processing Service (WPS) etc.
7.	Should have support of Cached service, Dynamic map service, Feature service with read/write access, Geocoding service, Geo-data service, Geometry service, Geo-processing service, Network service and Printing service.
8.	Should have support of Data Store and Web Adapter.
9.	Should be able to operate on Window OS and Linux OS.

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# **SECTION-IV**

## **EVALUATION CRITERIA**

## Evaluation Criteria:

- 1). A letter is required from the principal, saying that the quoted solution must not be declared as End of Life (EoL) by the principal for at least 7 years starting from the date of submission of bids and the quoted solution must not be declared as End of Support (EoS) by the principal for at least 7 years starting from the date of submission of bids.
- 2). The bidder(s) must provide copies of **supply orders to establish the required experience.**
- 3). Bidder(s) must provide Complete **List of Clientele** including **details of at least two (02) current clients along with their contact information.**
- 4). Bidder(s) shall provide **National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) of both Income Tax and General Sales Tax of FBR.** Non Active Tax Payer Bidders cannot participate in this procurement process including all those who were cleared in last 12 Months
- 6). Bidder(s) must submit **Manufacturer's Authorization Certificate** of the offered Software by the Principal Manufacturer on the format provided in Section IV of the bidding documents with his bid.
- 7). The **bid submission form and price schedule should be submitted on the prescribed format on company's letterhead.** Both must be properly signed and stamped by the authorized person.
- 8). Bid Security** as mentioned at following ITB clause 18.1 must be furnished;
- 9). Bidders must provide **an Affidavit on non-judicial stamp paper of Rs. 100/-** that bidder is not blacklisted by any public sector organization. Black listed Bidders cannot participate in this procurement process including all those who were cleared in last 12 Months.
- 10). Bid Validity period of **120 days.**
- 11). Compliance with Technical requirements/ Scope of Work as mentioned in Section -III. Bidders are required to submit a signed copy of Technical Compliance Sheet while affixing official stamp on it. Bidder(s) must provide the leaflets/ brochures/ catalogs of the quoted brand with the bid

**SECTION V**  
**BIDFORM**



# BID SUBMISSION FORM

## Letter of Intention

*Bidder's Ref No.*

*Name of the Contract :{Add name}*

*To:[Name and address of Procuring Agency]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos [insert numbers& Date of individual Addendum (if applicable)] the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Services & Description under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of financial bid.

We undertake, if our Financial Bid is accepted, to provide the required Services in accordance with the Scope of Work (Section-III).

If our Financial Bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding document.

We agree to abide by this bid, for the Bid Validity period of **120 days** as specified in the Bid document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

We confirm that we comply with the **eligibility requirements as per ITB clause 3** of the bidding document and has duly provided earnest money @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit bearing No. \_\_\_\_\_ dated \_\_\_\_\_ 2020 in the name of \_\_\_\_\_ with our Financial Bid.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

*Signed: In the capacity of [insert: title or position] Duly authorized to sign this bid for and on behalf of*

*[insert: name of Bidder]*

## ELIGIBILITY CRITERIA

Documentary Evidence:

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
<b>Column:1</b>	<b>Column:2</b>	<b>Column:3</b>	<b>Column:4</b>
Copy of Bidder's Certificate of Incorporation/ registration, signed & stamped.			
Documentary evidence for Registration with Sales Tax & Income Tax departments and on Active Taxpayer List of FBR			
Affidavit on non-judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any Public Sector Organization and the bidder is also not involved in any sort of litigation with any Government Department or Private Sector Enterprises			
Past Performance during the last 5 years. The bidder must provide documentary evidence for the past experience in the shape of purchase orders/ contract agreements containing description of work, value of contract, date of completion and clients' certificates.			
Bid Validity period of 120 days.			
Submission of required amount of Bid Security (a confirmation to this in Technical Bid is must).			

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## **TECHNICAL COMPLIANCE SHEET**

Compliance with Technical requirements/ Scope of Work as mentioned in Section -III. Bidders are required to submit a signed copy of Technical Compliance Sheet while affixing official stamp on it. Bidder(s) must provide the leaflets/ brochures/ catalogs of the quoted brand with the bid.

## PRICE SCHEDULE

Name of the Bidder:

**Note:** This form must cover all the costs associated to deliver the required services on Delivered Duty Paid (DDP) basis.

Lot #	Item description	Unit Price without applicable indirect taxes (GST)	Unit Price with applicable indirect taxes (GST)

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

**SECTION VI**  
**STANDARD FORMS**

# 1. Form of Performance Security

To: [Name & Address of the Procuring Agency]

Whereas [Name of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No.[number] dated [date] to supply [description of Services] (hereinafter called “the Contract”)

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Service Provider a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, upto a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without caviler argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_,2020

Signature and Seal of the Guarantors/ Bank

Address Date

## 2. Manufacturer's Authorization Form

[See Clause 12.2 (a) of the Instructions to Bidders]

To:

Additional Director General (Procurement)

Benazir Income Support Programme

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers or Authorized dealer of *[name and/or description of the goods]* having factories/outlet at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 8 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[signature for and on behalf of Manufacturer]*

**Note:** This letter of authority should be on the letterhead of the Manufacturer/Authorized Dealer and should be signed by a person competent and having the power of attorney to bind the Manufacturer or Authorized Dealer. It should be included by the Bidder in its bid.

### 3. Form of Integrity Pact

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

3. [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 BISP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

5. Notwithstanding any rights and remedies exercised by BISP in this regard, [name of Supplier] agrees to indemnify BISP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to BISP 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 BISP.

Name of Procuring Agency: .....

Signature: .....

[Seal]

Name of Supplier: .....

Signature: .....

[Seal]



**SECTION-VII**  
**Draft Contract Agreement**

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# Contract Agreement

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THIS CONTRACT (hereinafter termed as “Contract” is entered into, signed and executed at Islamabad on this — **Day of 2020**.

**BETWEEN**

**Benazir Income Support Programme (BISP)**, Government of Pakistan, having its office situated at **F-Block, Pak. Secretariat, Islamabad**, Herein after shall be termed as “**PURCHASER**”, which expression shall include the successors in office, permitted assigns and legal representatives.

**A N D**

M/s---, a firm duly registered with ----bearing number -----and has never been declared as defaulter by any authority or forum, having its registered office at---(Hereinafter referred to as “**SUPPLIER**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited rates for -----and has accepted the following rates by the Supplier for the supply of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment:-

S #	Bidder Name	Item Name	Quantity	Brands/Models	Contract Price (Inclusive of GST if applicable) PKR

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even BISP Act, 2010 and in clash thereof the general laws, rules and principle words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract referred to.

2. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The Schedule of Requirements;
- (d) Technical Specification;
- (e) Price Schedule;
- (f) The Integrity Pact;
- (g) The Purchaser's Notification of Award; and,
- (h) The Bid Form and the Price Schedule submitted by the Bidder.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly, and no additional cost shall be made to the Supplier.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

**PARTIES**

For and on behalf of '**Purchaser/BISP**'

For and on behalf of '**SUPPLIER**'/

**Name:**

**Designation:**

**CNIC:**

**Name:**

**Designation:**

**CNIC:**

**WITNESSES**

**Name:**

**Designation:**

**CNIC:**

**Name:**

**Designation:**

**CNIC:**

# Section I.

## General Conditions of Contract

<b>1. Definitions</b>	<p>Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even BISP Act, 2010 and in clash thereof the general laws, rules and principle shall apply, the following terms shall have the meaning ascribed thereto as provided below:-</p> <ul style="list-style-type: none"><li>(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. satisfactory</li><li>(b) “The Contract Price” means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed at the time signing the contract subject to proper / satisfactory performance of its contractual obligations.</li><li>(c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</li><li>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li><li>(e) “GCC” means the General Conditions of Contract contained in this section.</li><li>(f) “SCC” means the Special Conditions of Contract.</li><li>(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.</li><li>(h) “The Purchaser’s country” is the country named in SCC.</li><li>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li><li>(j) “BISP” means the Benazir Income Support Programme established under the Benazir Income Support Programme Act,</li></ul>
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	<p>2010 (Act No. XVIII of 2010) or its successors, legal, representatives and permitted assignees.</p> <p>(k) “The Project Site,” where applicable, means the place or places named in SCC.</p> <p>(l) “Day” means calendar day.</p> <p>(m) “DDP trade” which means that the bidder delivers the goods when the goods are placed at the disposal of the purchaser, cleared for import on the arriving means of transport, and ready for unloading at the named place of delivery. The bidder bears all the costs and risks involved in bringing the goods to the place of destination, has an obligation to clear the goods for import, to pay any duty for import, and to carry out all customs formalities.</p>
<b>2. Application</b>	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3. Standards</b>	3.1 The Goods supplied under this Contract, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
<b>4. Inspections and Tests</b>	<p>4.1 The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at the Purchaser’s delivery point shall in</p>

	<p>no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<b>5. Packing</b>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
<b>6. Delivery and Documents</b>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>7. Transportation</b>	<p>7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
<b>8. Warranty</b>	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission</p>

	<p>of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid till the warranty/subscription period as mentioned under Scope of Work after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<b>9. Payment</b>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payment shall be contingent upon acceptance of goods by the Purchaser and payment will be released within 30 days upon acceptance of goods by the Purchaser.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
<b>10. Prices</b>	<p>10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
<b>11. Change Orders</b>	<p>11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:</p>



	<p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of packing;</p> <p>(a) the place of delivery.</p> <p>11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) calendar days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>12. Contract Amendments</b>	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>13. Assignment</b>	13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
<b>14. Performance Security</b>	<p>14.1 Performance Guarantee: The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.</p> <p>14.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 14.1 above.</p> <p>14.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.</p>
<b>15. Delays in the Supplier's Performance</b>	<p>15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration</p>

	<p>and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>15.3 Except as provided under GCC Clause 18, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.</p>
<p><b>16.Liquidated Damages</b></p>	<p>16.1 Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services, as per satisfaction of BISP or within the period specified in this Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC for late delivery for each day up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.</p>
<p><b>17Termination for Default</b></p>	<p>17.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive</p>

	<p>practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies 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.</p> <p>17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>18. Force Majeure</b></p>	<p>18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

<p><b>19. Resolution of Disputes</b></p>	<p>19.1 The Purchaser and the Supplier 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.</p> <p>19.2 If negotiations fails or the Purchaser and the Supplier 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 manner and/or arbitration subject to approval of the Secretary, BISP.</p>
<p><b>20. Governing Language</b></p>	<p>20.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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.</p>
<p><b>21. Applicable Law</b></p>	<p>21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
<p><b>22. Notices</b></p>	<p>22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p><b>23. Taxes and Duties</b></p>	<p>23.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>

**Part Two – Section II.**

**Special Conditions of Contract**

## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** Benazir Income Support Programme, Government of Pakistan

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

GCC 1.1 (k)—**The Project Site is:** Benazir Income Support Programme, Head Office,  
F. Block, Pak. Secretariat, Islamabad.

### 2. Inspections and Tests (GCC Clause 4)

**GCC 4.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows:**

The Purchaser or its representatives shall have the right to inspect and or to test the supplies to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Final inspection of goods will be carried out on receipt of goods at sties of delivery and payments shall be made against the Goods Receipt & Inspection Report duly signed by the purchaser on acceptance of goods.

### 3. Packing (GCC Clause 5)

**GCC 5.2 – Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

### 4. Warranty (GCC Clause 8)

GCC 8.2 - In partial modification of the provisions, the replacement/warranty/ subscription period of the supplied items **shall remain valid till the warranty/subscription period as mentioned under Scope of Work** from date of acceptance of the supplies.

GCC 8.4 & 8.5 - **The period for correction of defects in the warranty period is: 05 (five) working days.**

**5. Payment (GCC Clause 9)**

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100)** percent payment of the supplies delivered, received and accepted shall be made within thirty (30) calendar days of submission of claim supported by the acceptance certificate issued by the purchaser.

A copy of the sales tax, must be submitted along with the invoice besides receipt of original delivery challan(s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect issued from the Competent Authority.

Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier.

**6. Prices (GCC Clause 10)**

GCC 10.1—**Prices shall be:** Fixed.

**7. Performance Guarantee (GCC Clause: 14)**

The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee (*valid till expiry of warranty/replacement/subscription period*) from any scheduled Bank of Pakistan equivalent to 10% of the total Contract amount in the shape of unconditional Bank Guarantee on the prescribed format as provided in the Bidding document.

Service Provider's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision mentioned above. Failure to submit a Performance Guarantee shall result in to forfeiture of Bid Security and Cancellation of Contract.

The Performance Bank Guarantee shall be released upon completion of support and after sales services including all the warranties of hardware/expiration of subscription period of software.

**8. Liquidated Damages (GCC Clause 16)**

GCC 16.1—**Applicable rate:** The applicable rates on account of later delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 0.01% per day and up to maximum 10 % of the contract price.

**9. Termination for Default (GCC Clause17)**

If during the currency of the period it is found that supplied items are sub –standard or defective,

If the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2;

If the Supplier fails to perform any other obligation(s) under the Contract or

If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract, the contract will be cancelled and Security Deposit will be forfeited and the firm will also be blacklisted.

**10. Resolution of Disputes (GCC Clause 19)**

GCC 19.2—**The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:**

In the case of a dispute between BISP and the Supplier, the dispute shall be resolved amicably between the parties. In case amicable settlement is not arrived in 30 days, Secretary BISP shall be the sole arbitrator, besides invoking provision of Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

**11. Governing Language (GCC Clause 20)**

GCC 19.1—**The Governing Language shall be:** English.

**12. Notices (GCC Clause 23)**

GCC 21.1—**Purchaser’s address for notice purposes:**

Director (MIS)

Benazir Income Support Programme, Head Office,

F-Block, Pak. Secretariat, Islamabad

—**Supplier’s address for notice purposes:**

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