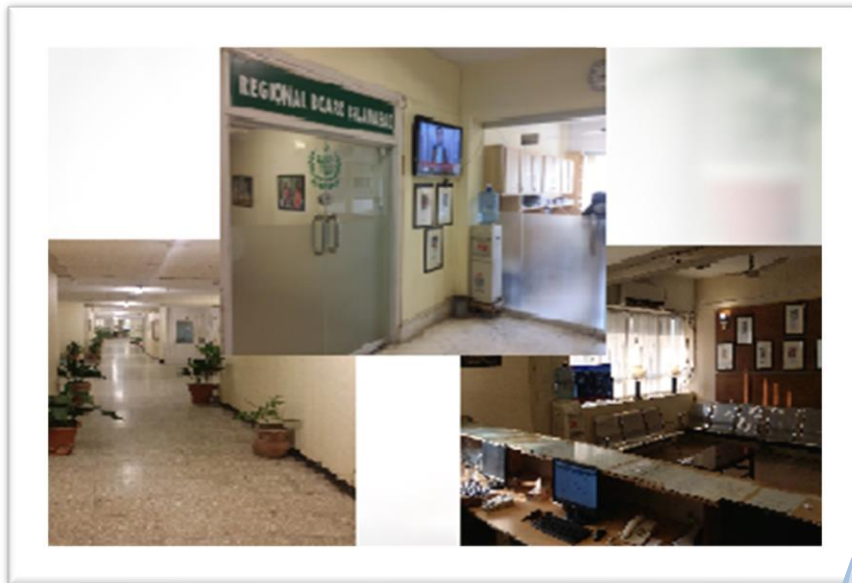




**Bidding Document  
For Hiring of Consultancy bidder  
for preparation of RFP document  
for End to End ERP Financial Year  
2022-2023**



**Federal Employees Benevolent & Group Insurance Fund, BF  
Building, Shahrah-e-Suhrawardy,  
Zero Point, Islamabad.**

Bidding Documents

## Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation for bid. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

- Section I Invitation for Bids (IFB)
- Section II Instructions to Bidders (ITB)
- Section III Specification & Schedule of Delivery
- Section IV Evaluation Criteria
- Section V Sample Forms
  - a. Bid Form
  - b. Price Schedule Form
  - c. Commercial Compliance / Bidder's Capacity Assessment Form
  - d. Performance Security Form
  - e. Contract Agreement Form
- Section VI General Conditions of Contract
- Section VII Special Conditions of Contract

## Section – I Invitation for Bids (IFB)

FEB&GIF No.IT/ERP/21

### INVITATION OF BIDS FOR HIRING OF CONSULTANCY FIRM FOR DEVELOPMENT OF RFP FOR END-TO-END ERP

**FEB & GIF** is a body corporate/Autonomous body under the administrative control of Establishment Division. Its affairs are governed through a Board of Trustees (BOT) headed by Secretary, Establishment Division, as Chairman BOT. It deals with various welfare schemes for Federal Government Employees and their families, employees of the specified autonomous/corporate bodies under the provisions of FEB&GIF Act, 1969.

The organization intends to automate its functions including Finance & Accounts, Contributions, Investments, Welfare Schemes payments including (DCS), Real Estates, Administrative and Resource Management, Legal matters & equity/fund management and integration with other relevant Govt. institutions to extend delivery of service efficiently and effectively through customized web-based applications with end-to-end encryption.

The organization invites offers/bids of a well reputed, established, and income tax/sales tax registered “**Software/ERP Consultancy Firm(s)**” for development of Request for Proposal (RFP) document (for inviting bids from Software/ERP development and/or implementation firms) including Terms or References (TORs) for Requirement Analysis, Design, Development, Implementation and support of the agency specific ERP.

Bids will be processed under PPRA rules in a single stage two envelopes basis. Technical and Financial Bids in separate envelopes may clearly be Bundled, numbered and indexed accordingly in a non-detachable shape. Interested parties must carefully read the terms and conditions and selection criteria mentioned in the tender document, which is summarized as under: -

S#	Criteria	Required Attested copies.
1	Firm must be registered with FBR for income tax/ Sales Tax & PSEB for last 05 years.	Relevant certificates.
2.	Must have completed at least 03 projects of such enterprise level RFPs in last 05 years.	Procurement and completion orders.
3.	Bidders should be financially sound having proper office, telephone number, fax number and official emails in Islamabad.	Occupancy/Agreement.
4.	Must have a sound full time technical team including solution architects, business/System Analysts.	Verifiable Summary and CVs.
5.	Bids must be accompanied by a bid security of Rs. 5% of bid price in the shape/form of Pay order/Demand Draft.	Pay order/bank draft in favor of “Board of Trustees, FEB&GIF” Islamabad
6.	A declaration that the firm is not blacklisted by any department/firm/organization OR in the process of such proceeding under PPRA Rules 2004	Declaration on stamp paper duly notarified.
7.	The Bidders are requested to give their best and final prices as no negotiations shall be allowed. The rates quoted will remain valid during the Financial Year-2022-2023 after opening of tenders and till signing of the agreement.	
8.	Eligible bidder will present their understanding/presentation to the procurement committee or any such committee constituted for the purpose at his own cost with the bids.	
9.	A pre-bid meeting will be held on <b>April 06, 2023 11:00 am</b> in FEB & GIF to discuss the opportunity. Any clarifications/queries on the matter must reach at least two days before the pre-bid meeting.	
10.	FEB & GIF reserves the right to reject any proposal without assigning any reason.	
11.	Interested eligible bidders may obtain the bidding documents without any charges on the submission of a written application. These documents can also be downloaded from <a href="http://feb.gif.gov.pk">http://feb.gif.gov.pk</a> as well.	
12.	Sealed envelopes clearly bearing the IFB number and title of the bid must be delivered on the below mentioned address on or before <b>11:00am, April 13, 2023</b> . Bids will be opened at <b>11:30 am</b> on the same day in the presence of bidders/their representatives at the Conference Room of FEB & GIF.	

**Sayyad Ali Mughal (Deputy Director-Information Technology)**

**FEB & GIF, BF Building Complex, Zero Point, Islamabad.**

**Tel: 051-9252118, Fax: 92-51-925 2354, Cell: 0333-5114833**

**Email: [ddit@feb.gif.gov.pk](mailto:ddit@feb.gif.gov.pk), website: <http://feb.gif.gov.pk>**

## Section II- Instructions to Bidders (ITB)

1. **Scope of Procurement:** FEB & GIF invites Bids for “**INVITATION OF BIDS FOR HIRING OF CONSULTANCY BIDDER FOR DEVELOPMENT OF RFP FOR END-TO-END ERP**” as described in the Section III. The successful bidder will be required to prepare and deliver best quality RFP document including TORs for the bidders for development of SRS and development and/or implementation of ERPF at FEB&GIF as per terms and conditions specified in this bidding document.

2. **Eligibility to Bid:** Consultant firm duly registered with tax authorities are eligible to participate only if they:

- a. Enclose proof of registration with the Income Tax, Sales Tax Departments and Pakistan Software Export Board (PSEB) with their Bid. (Failure to enclose these documents would declare the bidder non responsive)
- b. Not blacklisted by any department/bidder/organization under the provision of Rule 19 of Public Procurement Rules 2004.
- c. Submit only one bid, individually. All Bids submitted in violation of this rule shall be rejected.
- d. Enclose attested copies of proof documents as required in section-I for projects completed in Government departments, Autonomous/Semi-Autonomous bodies, organizations of comparable scale and stature.

3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a bidder shall meet the requirements specified in the commercial compliance in Section IV. Bid must be provided along-with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in IFB of this tender documents.

4. **Contents of Bidding Documents:** The set of Bidding Documents comprises of the Sections listed below:

- |             |  |
|-------------|--|
| Section I   | Invitation for Bids (IFB)                                    |
| Section II  | Instructions for Preparing Bid                               |
| Section III | Specification & Schedule of Delivery                         |
| Section IV  | Evaluation Criteria  |
| Section V   | Sample Forms   |
|             | a. Bid Form  |
|             | b. Price Schedule Form                                       |
|             | c. Specification Compliance Form                             |
|             | d. Commercial Compliance / Bidder’s Capacity Assessment Form |

- e. Performance Security Form
  - f. Contract Agreement Form
- Section VI General Condition of Contract
- Section VII Special Condition of Contract

5. **Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

- i. Bid Form (as per sample attached)
- ii. Qualification and Experience Information
- iii. Copies of Registration/Taxation Documents
- iv. Bid Security
- v. Documentary Evidence of Similar projects completed

6. **Bids:** Prices shall be quoted entirely in Pak Rupees **inclusive of all applicable taxes**. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder. Cost for carriage/delivery shall be included in the rates/prices/total bid submitted by the bidder.

7. **Validity of Bid.** The Bid price shall remain valid during the Financial Year 2022-23 counted from the date of submission of the Bid specified in Clause 11 below. The Purchaser may request the Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidders responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

8. **Language of the Bid:** All documents relating to the Bid and contract shall be in the **English** language.

9. **Preparation and Price Sealing of Bid:** The Bidder shall prepare Technical and financial bids one original of the documents comprising the Bids as described in Clause 6 above, with the Form of Bid, and clearly marked —Original|||. In addition, the Bidder shall also submit one copy which shall be clearly marked as —COPY|||. In the event of discrepancy between them the original shall prevail. The original and copy of the Price Bid shall be signed by the bidder or person(s) duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries contain amendments or corrections shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB number and the subject as "**INVITATION OF BIDS FOR HIRING OF CONSULTANCY BIDDER FOR DEVELOPMENT OF RFP FOR END-TO-END ERP**" shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelopes are not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

10. **Bid Security:** The amount of Bid Security shall not be less than 5% of bid price and should be in the shape/form of pay order/band draft in favor of "Board of Trustees, FEB&GIF" Islamabad & must be attached with bid. Bid Security will stand forfeited in case the successful bidder fails to comply the execution of services/supply. Bid Security of successful bidder will be released after signing of the Contract and on

submission of performance security/bond. Bid Security of unsuccessful bidder will be released not later than 21 days after notification of award of works.

11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Purchaser **NOT LATER** than **April 13, 2023 at 11.00 AM** at the address given in IFB. Any Bid received by the Purchaser after the deadline prescribed in this clause will not be accepted and be returned unopened to the Bidder.

12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified in Clause 11 above. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7.

13. **Opening of Bid:** The Purchaser will open the technical Bids, including modifications, in the presence of the Bidder's representatives who choose to attend, at **April 13, 2023 at 11.30 AM** at the address given in IFB. The purchaser will evaluate the technical proposal and intimate the technically qualify bidders to be present at given date for opening of financial bids. During such evaluation, the purchaser may require clarifications from the bidders, ask them to give presentations etc. as required. On opening of the financial bids, the purchasers will announce the Bidders 'names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Purchaser at the time of Bid opening.

14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course. Bidders are advised not to approach Purchaser. Any attempt to influence the process of evaluation will lead to rejection of bid.

15. **Evaluation and Comparison of Bid:** Upon technical and commercial compliance/qualification of the bidders with the specified requirements, mentioned in this tender document, the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated bid. In evaluating the bid, the Purchaser will determine for each proposal as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. if a Bidder refuses to accept the correction, its Bid will stand rejected.
- c. Conditional, incomplete bid or bid without Bid Security shall not be accepted; Bids received after the closing date and time will also be rejected.

16. **Purchaser's Right to Accept Any Bid and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision while complying with PPR-2004.

17. **Purchaser's Right to order Quantities:** The Purchaser, reserves the right to enhance scope of work as per its requirement. *In case of consultancies, the purchaser may require draft copies in hard or soft for internal review and may provide some feedback which has to be incorporated in the final copy.*

18. **Notification of Award and Signing of Contract:** Results of evaluation would be announced in a reasonable time, Bidders are instructed not to approach the Purchaser after opening of Bids until the finalization of award. The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by letter. This letter will state the sum that the Purchaser will pay the Bidder in accordance with lowest bid price for subject tender by the Bidder as prescribed by the Contract. The written notification of award may constitute the formation of the Contract.

19. **Performance Security:** Within twenty-one (21) days of the receipt of notification/letter of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser. The bid security can be **retained by the purchaser** till satisfactory delivery of **deliverables** during contract period.

Bidding Documents



**Section-III  
Specifications**

S.No.	Items Description	No./ Pkts/ Box	Total Quantity to be purchased during financial year 2022-23	Price including all taxes as per rule (Rs)
1	Request for proposal (RFP) document for development and/or implementation of end-to-end ERP containing scope of all functions as mentioned in the Tender notice/advertisement and its all allied sub-functions (if any) including but not limited to : a. Assessment of existing Infrastructure (server room. LAN/WAN) and recommendations for Implementation of proposed ERP. b. Assessment of existing IT Professionals and recommendations of IT Professionals for proposed ERP	Nos	02 Printed 01 Soft copies	
2	Terms of References (TORs) for Study, Analysis and preparation of System Requirement Specifications (SRS) document including but not limited to: a) List of access and layouts to be provided by the FEB & GIF relevant function for study. b) Preparation of "AS IS" and "To Be" Model. c) List of functional requirements with story board and functional specifications for each unit (menu, input form, report or procedure) and each function point of all units. d) Test cases for each functional unit (Menu, input form, report or procedure). e) User Acceptance Test (UAT) performs and guidelines. f) List of non-functional requirements for the said ERP.	Nos	02 Printed 01 soft Copies	
3	Guidelines for FEB & GIF higher management and technical team to review the SRS developed by any bidder	Nos	02 Printed 01 soft Copies	
4	Terms of References (TORs) for development and/or implementation of said ERP as per approved SRS by FEB & GIF including recommended timeline for a) Initial training. b) Testing with real data. c) Migration of existing data. d) Feedback of discrepancies (if any). e) Fixing of discrepancies by vendor (if any). f) UAT	Nos	02 Printed 01 soft Copies	
			Total (Rs):	

**Note: In case of non-compliance of above specification, bid shall be subject to rejection.**

## Schedule of Delivery

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Sr. #	Description	Qty.	Required Delivery Schedule from the Date of Service Provider order	Location
1	Items mentioned section-III	As per contract	60 days	Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Suharwardy, Zero Point, Islamabad and its two Regional Offices at Lahore & Karachi (the bidder, on approval of quality & quantity of deliverables by purchaser, shall be liable to visit Lahore & Karachi Regional offices <b>at his own expenses.</b>

## Section – IV Evaluation Criteria

Subject to preliminary examination of the bidders/bids to determine their responsiveness to the eligibility criteria specified in this bidding document the Evaluation Criteria for the subject procurement shall be based on mandatory compliance of the Specifications and Commercial requirements subject to Lowest item-wise Evaluated Cost/bid. In other words, the contract shall be awarded to the responsive bidder whose bid will be determined as the Financially Lowest Evaluated Bid, subject to mandatory compliance of the commercial/Technical specification requirements.

a. Mandatory compliance (S#,1 to 5)

b. Technical Evaluation Marks =150 Weightage will be 60%

c. Financial Evaluation Marks =100 weightage will be 40% (Lowest bidder will get 100 marks and next lowest bidder will get relative marks and so on).

d. Financially evaluated bid= (Technical Marks X 60/100) +(Financial Marks x 40/100)

So, bidder securing highest numbers will be **selected** and next to it will be **shortlisted**.

S#	Adv Ref#	Criteria	Required Attested copies.																			
1	1	Bidder must be registered with Sales Tax & PSEB for last 05 years.	Mandatory otherwise declared non-responsive.																			
2.	3.	Bidder have a verifiable registered office in Islamabad and contacts provided are verified.																				
3.	5.	Bids must be accompanied by a bid security of Rs. 5% of bid price in the shape/form of.																				
4.	6.	A declaration that the bidder is not blacklisted by any department/bidder/organization OR in the process of such proceeding under PPRA rules 2004 and will abide by the tender document and contract (if given) in true spirit.																				
5.	7.	The rates quoted will remain valid during the Financial Year-2022-2023.																				
6.	2.	Must have completed at least 03 projects of such enterprise level RFPs in last 05 years in comparable organizations.	Procurement and completion orders. <b>Total=60 Points</b> <table border="1" style="width: 100%;"> <thead> <tr> <th>Case</th> <th>*Similar Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="2">6.1-a</td> <td>05 and above</td> <td>60</td> </tr> <tr> <td>03 and 04</td> <td>Relative</td> </tr> <tr> <td rowspan="2">6.1-b</td> <td>04 maximum</td> <td>60</td> </tr> <tr> <td>03</td> <td>Relative</td> </tr> <tr> <td>6.1-c</td> <td>03 maximum</td> <td>60</td> </tr> <tr> <td colspan="3">* if maximum projects in a bid received are 05,04 or 03 respectively case will be applied.</td> </tr> </tbody> </table>	Case	*Similar Projects	Marks	6.1-a	05 and above	60	03 and 04	Relative	6.1-b	04 maximum	60	03	Relative	6.1-c	03 maximum	60	* if maximum projects in a bid received are 05,04 or 03 respectively case will be applied.		
Case	*Similar Projects	Marks																				
6.1-a	05 and above	60																				
	03 and 04	Relative																				
6.1-b	04 maximum	60																				
	03	Relative																				
6.1-c	03 maximum	60																				
* if maximum projects in a bid received are 05,04 or 03 respectively case will be applied.																						
7.	3.	Bidders should be <b>financially sound</b> .	<b>Total=30 Points.</b> Bidder having highest accumulative turnover in last <b>05 years</b> will get maximum marks and rest will be relatively marked.																			
8.	4.	Must have a sound full time technical team including solution architects, business/System Analysts.	Verifiable Summary and CVs <b>Total=30 Points</b> <table border="1" style="width: 100%;"> <thead> <tr> <th>S#</th> <th>Professionals</th> <th>Nos</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>8.1</td> <td>Solution Architect</td> <td>05</td> <td>03 each</td> </tr> <tr> <td>8.2</td> <td>Business/System Analysts</td> <td>05</td> <td>03 each</td> </tr> </tbody> </table> <p><b>Note-1:</b> The bidder having highest numbers of above professionals will get total 30 points for S# 8.1 &amp; 8.2 and rest will be marked relatively.  <b>Note-2:</b> Experience of related field and ERP (FEB &amp; GIF functions) will be counted.</p>	S#	Professionals	Nos	Marks	8.1	Solution Architect	05	03 each	8.2	Business/System Analysts	05	03 each							
S#	Professionals	Nos	Marks																			
8.1	Solution Architect	05	03 each																			
8.2	Business/System Analysts	05	03 each																			
9.	8.	Presentation (if given).	20 points																			
10.	10.	Bid format compliance	10 points																			

## Section –V Sample Forms

### Notes on the Sample Forms:

The **Bid Form and Price Schedule Form**, bidder shall complete and submit with its bid the Bid Form and the Price Schedule from pursuant to ITB Clause 11 and in accordance with the requirements included in the bidding documents. The bidder should provide the Bid Security, in the form acceptable to the Purchaser, pursuant to ITB Clause 10

The **Contract Form**, will be required to be submitted by the successful bidder, after the contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 17, 18 and GCC Clause 9, acceptable deviations (e.g., payment Schedule pursuant to GCC Clause 6, quantity variations pursuant to ITB Clause 17) the Price Schedule and Schedule of Delivery deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** should not be completed by the bidders at the time of their bid preparation/submission. Only the successful bidder will be required to provide the Performance Security (Guarantee) in accordance with the form indicated herein or in another form acceptable to the Purchaser, pursuant to GCC Clause 5 read with SCC Clause 3.

The **Manufacturer's Authorization** form should be completed by the manufacturer, as appropriate, pursuant to ITB Clause 2

**Bid Form**  
(On bidder's letterhead)

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

**Director (Admn)**

Federal Employees Benevolent & Group Insurance Fund,  
BF Building, Shahrah-e-Suharwardy, Zero Point,  
Islamabad.

Dear Sir:

Having examined the entire contents of bidding documents we offer to execute the Contract for "**INVITATION OF BIDS FOR HIRING OF CONSULTANCY BIDDER FOR DEVELOPMENT OF RFP FOR END TO END ERP**" in accordance with the Conditions of Contract accompanying this Bid for the Contract

We agree to abide by this Bid for Financial Year 2022-2023 from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we will obtain the guarantee of a bank @ 10% of amount of contract awarded by purchaser for the due performance, in the form prescribed by the Purchaser.

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Fax Number, if any: \_\_\_\_\_

## Price Schedule Form (In Pak Rupees)

Name of Bidder \_\_\_\_\_

IFB No. \_\_\_\_\_

Sr. #	Description	Unit Cost in figures (Inclusive of all taxes and delivery charges)	Amount in Words
1	2	3	4
2			
3			
4			

**Note:**

1. Successful bidders shall provide free of cost replacement of defective supplies or any discrepancy identified by the purchaser in any deliverable.
2. In case of discrepancy between unit price in figures and words, amount shown in column-5 above shall prevail.
3. The unit and total Delivered Duty Paid (DDP) / Ex-Warehouse Price (EXW) prices should include the incidental services and all taxes. No separate payment shall be made by the purchaser for the incidental services.

Signature & Seal of Bidder \_\_\_\_\_

Date \_\_\_\_\_

## Commercial/Technical Compliance Form

Name of Bidder: \_\_\_\_\_

IFB No. \_\_\_\_\_ & Date: \_\_\_\_\_

<b>Minimum experience delivering of such enterprise level RFPs in 05 years.</b>	Minimum of five years of experience in the relevant field.	Certificate of Incorporation of bidder with any proof of being in this business for at least 5 years
<b>Similar deliverables experience</b>	Documented track of completing at least 3 similar projects in the last 5 years of developing RFPs for ERPs.	Attach list of 3 similar projects along-with attested copies of Purchase/ Work /completion Orders
<b>Verifiable presence of service setup by trained staff</b>	Location of presence/office at Islamabad.	Evidence for location of presence/office and detail of skilled personal with contact number is required
<b>Similar Assignments in Hand (Current)</b>		
<b>Affidavit</b> (That the bidder has never been blacklisted by private, Govt., Semi Govt./any Autonomous Body) And Will abide by the terms of tender document and contract (if awarded)	Affidavit	Affidavit
Other than original manufacturer		
<b>GST No.</b>	GST Certificate (if applicable)	Copy of GST Registration
<b>NTN</b>	NTN Certificate	Copy of NTN Certificate
<b>PSEB registration</b>	PSEB Certificate	Copy of PSEB Certificate

### Experience of delivering similar projects

S. No	Description	Name / Contact Details of Purchaser	Cost	Date

Attached support documents

# Performance Security Form

(Bank/Insurance Guarantee)

To:

**Director (Admn)**

Federal Employees Benevolent & Group Insurance Fund,  
BF Building, Shahrah-e-Suharwardy, Zero Point,  
Islamabad.

WHEREAS [name of Service Provider] (hereinafter called —the Service Provider||) has undertaken, in pursuance of Contract No. [reference number of the contract] dated \_\_\_\_\_ 2023 \_\_\_\_\_ to supply [description of goods and 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 reputable bank for the sum specified therein as 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, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Signature and seal of the Guarantors

[name of bank

[address]



**Contract Agreement Form**  
**SAMPLE CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2023 \_\_\_\_ between Federal Employees Benevolent & Group Insurance Fund (FEB&GIF) (hereinafter called —**the Purchaser**||) of the one part and [*name of Service Provider*] of [*city and country of Service Provider*] (hereinafter called —**the Service Provider**||) of the other part:

WHEREAS the Purchaser invited bids for **INVITATION OF BIDS FOR HIRING OF CONSULTANCY FIRM FOR DEVELOPMENT OF RFP FOR END-TO-END ERP**, viz., [*Title of Procurement*], and has accepted a bid by the Service Provider for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called —**the Contract Price**||).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. Appendices;
    - Appendix1: Specifications / Requirements
    - Appendix2: Service Provider’s Bid (Bid Form & Price Schedule submitted by the bidder)
    - Appendix3: Notification of Award
    - Appendix4: Acceptance Letter
    - Appendix5: Performance Security (where applicable)

The Service Provider is bound to deliver the items mentioned in section-III of the tender document on the rates quoted by him during the Financial Year 2022-2023 without any increase.

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the stationary & Misc. items and the remodifying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Witness 1:

Witness 2:

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

Witness 1:

Witness 2:

## Section -VI General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
  - a. **The Contract** is the Contract between the Purchaser and the Service Provider to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
  - b. The Purchaser|| means the organization purchasing the Goods, as named in Form of Contract
  - c. **The Service Provider** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
  - d. **The Service Provider's Quotation** is the complete document (Invitation for Bids together with attachments) submitted by the Service Provider to the Purchaser.
  - e. **The Contract Price** is the price stated in the Letter of Acceptance/award of contract letter and thereafter as adjusted in accordance with the provisions of the Contract.
  - f. **Days** are calendar days; **months** are calendar months.
  - g. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
  - h. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Service Provider's expense
2. **Scope:** The Service Provider would provide supplies as stated in this tender document or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
3. **Communications:** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
4. **Language and Law:** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC
5. **Performance Security:**
  - 5.1 Within twenty-one (21) days of receipt of the notification/letter of Contract award, the successful Bidder shall furnish to the Purchaser the performance security @ 10% of the total bid price/the amount of lowest evaluated bid mentioned in letter of award of contract issued by purchaser in the amount specified in SCC.

5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents or as per Clause 4 of Special Conditions of the Contract (SCC)

5.4 The performance security will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days after 365 days of award of contract to the bidder and the completion of the Contract fulfilling all the obligations.

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

6.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Purchaser, but in no case later than fifteen (15) days after submission of an invoice or claim by the Service Provider, if no defect is found in supplies.

**7. Taxes:** The Service Provider is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract

**8. Price Adjustment:** Prices charged by the Service Provider for Job delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC by the purchaser.

**9. Change Orders:**

9.1 The Purchaser may at any time, after mutual agreement with the Service Provider, by a written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:

- a. quantities, or specifications;
- b. the place of delivery; and/or

9.2 If any such change causes increase or decrease in the cost of supplies, or the time required for, the Service Provider performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment if accepted by purchaser under this clause must be asserted within fifteen (15) days from the date of the Service Provider receipt of the Purchaser's change order.

**10. Amendment:** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

**11. Warranty:** Draft RFP including all items will be shared with FEB & GIF for feedback and any feedback will be required to be incorporated to first and second revision(if required).

**12. Inspections & Tests:**

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the deliverables, to confirm their adherence to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted at point of delivery or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Purchaser.

12.3 Service Provider will be liable to immediately rectify/replace the discrepancy highlighted during inspection/test or any time at belted stage & will provide best quality items in lieu thereafter immediately to the purchaser without demanding any additional cost to the quoted bid price.

**13. Service Provider's Risks:** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Service Provider's risks.

**14. Liquidated Damages:** Subject to GCC Clause 16, if the Service Provider fails to deliver goods as specified in the Contract, timely, 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 clause 6 of SCC of the delivered price of the delayed performance for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in clause 6 of SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract.

**15. Quality of Goods/supplies/deliverables:** No variation in quality/substance etc. of supplies from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e., other than specifications/requirement, from accrued payments. The name of such Service Provider can also be posted on website of the FEB&GIF for information of all Procuring Agencies & the Service Provider can also be blacklisted by the purchaser in case of non-compliance to purchaser.

**16. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

**17 Termination:**

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

- (a) if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Service Provider becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience. The Purchaser, by written notice sent to the Service Provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

**18. Resolution of Disputes:** The Purchaser and the Service Provider shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940. However, such proceedings cannot initiate till 15 days of the notification of disagreement.

**19. Extension of Contract:** One month before the expiry of the contract period, both the parties with mutual agreement, can renew or extend the contract.

## Section -VII Special Conditions of Contract (SCC)

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 (i)—The Purchaser's site is: General Administration Section, Federal Employees Benevolent & Group Insurance Fund, BF Building, Shahrah-e-Suharwardy, Zero Point, Islamabad.

### 2. Applicable Law & Language (GCC Clause 4)

GCC 4- The other legislative requirements are as follows:

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

### 3. Performance Security (GCC Clause 5)

Performance Security @ 10% of the amount of supply order/amount of total lowest evaluation bid & mentioned in letter of award by the purchaser in shape of Bank/Insurance Guarantee is to be provided by the bidder to purchaser. The bid money can also be retained by the purchaser till satisfactory supplies of material during the contract period.

### 4. Payment (GCC Clause 6)

**Full (100 %) payment** in Pak Rupees of the RFP document including all items against work order (complete delivery) will be made upon receipt of invoices and issuance of **satisfactory certificate** by Admin Wing of the Purchaser duly signed/by name stamped, after provision of related documents as per work order, subject to submission of the Performance Security as specified at GCC Clause 5 and SCC Clause 3.e

### 5. Warranty (GCC Clause 11)

As per GCC clause 11.

### 6. Liquidated Damages (GCC Clause 14)

Subject to Clause 14 GCC, if the Service Provider fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to minimum 0.07 percent of the supply order for each day of delay until actual delivery or performance, up to a maximum deduction of 20% of supply order. Once the maximum is reached, the purchaser may consider termination of the contract.