

# **Request for Proposal**

## **Digital Forensic Equipment**

**(Financial Year 2021-22)**

**Tender# FIA/CCW/2021-22/20210802 - NR3CP-III**



### **CYBER CRIME WING FEDERAL INVESTIGATION AGENCY GOVERNMENT OF PAKISTAN**

**2nd Floor National Police Foundation Building,  
Mauve Area, G-10/4, Islamabad**

**Tel: +92 51 9106380**

**Fax: +92 51 9106383**

## SECTION 1

### INVITATION OF BIDS

The Director, Cybercrime Wing (CCW) of Federal Investigation Agency, hereinafter called the employer / agency / CCW - FIA, invites tenders under sealed cover from the firms, vendors, manufacturers or dealers, directly or through their authorized agents / distributors in Pakistan, for the supply and delivery of the Digital Forensic Equipment for the "Cybercrime Wing (CCW) of Federal Investigation Agency (FIA)" at Islamabad.

### SCHEDULE

The Schedule of subject tender documents and submission of tender are given below;

Description	Time Lines
Advertisement	25-08-2021
Pre-Bid Meeting	31-08-2021 @ 11:00 AM
Last date to submit Tender Documents	15-09-2021 @ 12:00 PM
Opening of Technical Bid	15-09-2021 @ 02:00 PM
Technical Evaluation Result Announcement	06-10-2021 @ 12:00 PM
Opening of Financial Bid	06-10-2021 @ 02:00 PM
Final Result Announcement	27-10-2021 @ 11:00 AM
Issue of Letter of Intent (LOI) to Successful bidder	11-11-2021
Contract Signing with successful Bidder	Upon submission of stamp papers of the value which is to be calculated under stamp act 1899, i.e. "0.25% of Contract Value inclusive of all taxes and charges" Which shall be provided by most advantageous bidder not later than 15 days from the issuance of letter of intent.
Bid/ Tender Security	All Financial Bids must be accompanied by a Bid Security (@2% of the total bidding amount or 2 Million whichever is lower) in the form of Pay Order / Bank Draft/Bank Guarantee in favour of Director CCW-FIA Islamabad.

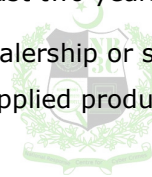
### **NOTE:**

Cyber Crime Wing (CCW)-FIA reserves the rights, at its sole discretion, to alter this schedule as it deems necessary through procurement process. Any alteration will be communicated to bidders / prospective bidders through official website of Federal Investigation Agency

## SECTION 2

### REQUIRED BIDDING DOCUMENTS

1. Duly filled bid form **(B-01)**
2. Name of the Bidder
3. Complete Company Profile
4. Number of Business years in Pakistan
5. Complete addresses of offices in Pakistan
6. Financial Position (Annual Turnover) of Bidder
7. List of successfully completed projects
8. NTN Registration
9. Sales Tax Registration
10. Active Tax Payer List Certificate
11. Income/Sales Tax returns for last two years
12. Letter of authorized partner/dealership or supplier from Manufacturer (OEM) (as mentioned in Specification of applied products)



## SECTION 3

### BIDDING EVALUATION

During the bidding process, Single Stage, Two Envelopes procedure, as mentioned in PPRA rules 2004, 36 (b), will be adopted.

Cybercrime Wing of Federal Investigation Agency will follow 3-steps bidding process for selection of the bidder:

- Step 1:** Initial Screening
- Step 2:** Technical Bid Evaluation criteria
- Step 3:** Financial Bid Evaluation criteria.

#### **Initial Screening**

Initial screening of bidder(s) will be evaluated based on the criteria given in the RFP. The bidder's eligibility / qualification criteria referred as under in this RFP are in line with Clause 17 of PPRA Rules, 2004:

1. Company must have valid National Tax Number (NTN) and General Sales Tax Number (GST), and are in active tax payer list (ATL (ST)).
2. Proof of financial soundness of the firm and bank statement for the last two years.
3. In case of Joint Venture (JV)/ Consortium, evidence of relationship between the partners must be provided;
4. An Affidavit duly attested by the Oath Commissioner/Notary Public showing that the firm is not Black listed from any Govt/Semi Govt. Department/PPRA or involved in any corrupt and fraudulent practices or any litigation in Pakistan.

#### **Technical Evaluation**

The Technical Bids of only those Bidders who qualify in Step 1 will be evaluated in the Technical evaluation. The technical evaluation will be based upon following parameters.

S.No	Criteria	Max Score
1	Technical specifications and features of the product given in the RFP	50
2	Product Quality and Standard	20

S.No	Criteria	Max Score
3	Relevant working experience with LEAs or other government organizations in Pakistan for the supply of Digital Forensic Tools, Investigation software and Network Equipment	5
4	Financial position (Annual Turnover) of the bidder	5
5	Office located in Pakistan	Mandatory
6	Authorized Partner/Distributor/Dealer or manufacturer for the Digital Forensic Tools, Software, Network Equipment, Computer, Laptop, Printer, Photocopier in Pakistan	Mandatory
Total Score		80

**\* Minimum Responsive Score is 70**

**\* For S# 5 and 6, Non-compliance will be marked as Non-Responsive Bid.**

**Financial Bid Evaluation Criteria**

Financial proposals of only technically qualified bidders shall be opened and the successful bidder shall be selected. The quoted bid price shall be final and valid until completion of all obligations under the contract i.e. not subject to variation/escalation, in Pak rupees, inclusive of all taxes, duties, levies, labour, transportation, installation and complementary costs associated with the provision of goods, etc. (whichever is applicable).

S.No	Criteria	Max Score
1	Financial Bid Score	20
2	Out of Budget	Non-Responsive

**Most advantageous bid**

Technical Weight: 80

Financial Weight: 20

\*Where financial Weight will be calculated as

**Financial weight = (Lowest Quote/Quote of the Firm whose points are being calculated) \* 20**

**Most Advantageous Bid: Technical Weight + Financial Weight**

## SECTION 4

### PREPARATION OF BIDS

#### DOCUMENT COMPRISING THE BIDS

**i) Technical Bid**

The Technical Bid prepared by the bidder shall comprise of the following documents:

1. Covering Letter;
2. Technical Proposal;
3. Product Sample;
4. Qualification / Bid Evaluation criteria along with supporting documents;
5. All required documents with proof mentioned in Section 2.

**ii) Financial Bid**

The Financial Bid prepared by the bidder shall comprise of the following documents:

1. Covering Letter;
2. Bid security; and
3. Financial Proposal as per the following format:



Sr. No.	Item No. of RFP	Product Description	Qty	Unit Price Without sales tax	Sales Tax @ Unit Price (if Applicable Under Sales Tax Act 1990)	Total Unit Price with tax	Total Quoted Price
			A	B	$C = B \times ST \%age$	$D=B + C$	$E=A \times D$
1							
....							
<b>Total</b>							*

- \* Bid security is to be calculated using this total value (inclusive of all taxes).
- \* There is no exemption to any bidder for submission of bid security under this section, if any bidder claims such exemption then the bidder has to submit No Objection Certificate issued by Public Procurement Regulatory Authority in this regard, non-provision of NoC will lead to disqualification of bid.

**Note:**

- All prices should be quoted in PKR only, financial quotations in any other currency will be rejected; and
- Financial committee may increase/decrease items quantity keeping in view the budget constraint.

**iii) Bid Security/Bond**

Earnest money (Bid Bond) in shape of a Bank Draft / Pay Order / Bank Guarantee from any scheduled bank of Pakistan, equivalent to that of 2% of the total bidding amount or PKR 2 Million whichever is lower in favour of Director, CCW-FIA, Islamabad on prescribed Performa (B-02), must be attached with the Tender Documents.

**Note:** Bidder must not indicate directly or indirectly their financial proposal anywhere in the technical document. Any such disclosure shall result in summary rejection of whole of the proposal of the concerned bidder. From the time of bid opening to the time of contract award, if any bidder wishes to contact CCW on any matter related to the bid, it should do so in writing.

**SUBMISSION OF PROPOSAL**

Two (02) sets of the technical and financial proposals (original and Copy) with bid bond should be submitted at CCW-FIA address mentioned on title page. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal, technical proposal.

The envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion.

**MODE OF DELIVERY**

Proposals must be delivered by hand or by courier so as to reach the address given at CCW-FIA HQs by the last date and time indicated for submission.

**PERFORMANCE GUARANTEE (Applicable to Items with Active Components)**

- The successful bidder shall be required to deposit performance bond in the form of a Bank Guarantee (on prescribed Performa, B – 03) or demand draft, equivalent to five percent (5%) of the contract value (inclusive of all duties and taxes). This Performance Guarantee shall be issued by a scheduled bank operating in Pakistan.
- Agency will retain performance guarantees for the period as follows:

Forensic/Network Equipment	One Year After Delivery
Software (Bespoke Software)	One Year After Delivery

Software (Off the shelf/Standard Software)	One Month After Delivery
Plant & Machinery	One Year After Delivery
Stationery	One Month After Delivery

#### **AWARD OF ORDER/ SERVICES**

The Successful bidder shall be issued a Letter of Intent (LoI) by CCW-FIA for order confirmation along with instructions to provide performance guarantee and stamp papers for signing of formal contract. Formal contract will be signed immediately upon submission of stamp papers (of the value to be calculated under the stamp act 1899) for the contract by the bidder. Until and unless signing of formal contract this Request for Proposal and all the documents submitted in response to this request shall be deemed as contract between CCW – FIA and the bidder(s). (For reference template of draft contract is placed at Annexure – A to this Request for Proposal document).

#### **STAMP DUTY FOR EXECUTING THE CONTRACT**

Issuance of Stamp Papers for purpose of executing the contract as well as all expenses including Stamp Duty borne in this regard shall be solely Contractor's Obligation. Stamp duty shall be calculated under Stamp Act 1899.

#### **WITHHOLDING TAX, SALES TAX AND OTHER TAXES**

It is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by the successful bidder who signs the contract with the Government. The successful bidder will be responsible for all taxes on transactions and/or income, which as levied by government.

**Note: A bidder can bid for one or multiple products mentioned in this Tender Document.**

#### **MECHANISM FOR BLACKLISTING AND DEBARMENT**

Mechanism for blacklisting and debarment of Cyber Crime Wing, FIA devised under rule 19 of PPRA rules 2004 will be applicable to all bidders / prospective bidders.

#### **DELIVERY OF ITEMS**

- All the items must be delivered within 120 days from issuance of Letter of Intent.
- All the items will be delivered at CCW FIA HQ, within the stipulated time, by the supplier at his own expenditure, and the procuring agency doesn't bear any transportation cost.
- All the items must be new, genuine and imported through proper channel, any refurbished / used or broken / damaged goods will not be accepted.
- CCW-FIA may require delivery of sample unit for inspection before complete delivery and have right to reject the items in case of unsatisfactory report of inspection.
- Payment will be made 100 % after supply of items / equipment.



- The successful bidder will ensure the timely warranty claims if/when required by Procuring Agency.



## **SECTION 05**

### **GUIDELINES FOR SUBMISSION OF BIDS, MODIFICATION & WITHDRAWAL OF BIDS**

- Bids must be received at the address provided in the Invitation to Bid not later than the time and date stipulated therein;
- Any bid received after the deadline will not be accepted;
- Technical specification should be clearly mentioned against each item;
- Sample Model/item must be provided for detailed technical evaluation.
- Conditional offers shall not be entertained;
- The quotation received with over-writing, cutting and doubtful figure may be rejected;
- Shortest Delivery Period of the items should be stated clearly;
- The Competent Authority can increase/decrease the quantity of items and the authority has the rights to extend that tender date or cancel the tender;
- All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected. All documents should contain an index and proper page numbers attached in sequence as indicated for evaluation in the bidding documents; and
- The bidder/authorized person shall sign each document and company seal stamp be affixed.

## SECTION 06

### Technical Specifications of Forensic Equipment

Sr. No	Name of Item	Quantity	Specification
1	Forensic Workstation	12	<p>Option 1: with raid controller</p> <ul style="list-style-type: none"> <li>✓ Purpose Built Machines for Digital Forensic Analysis</li> <li>✓ OS: Windows 10 Pro 64-bit</li> <li>✓ CPU: i7-9800X 08 core 3.8 GHz (4.4 Turbo), 16.5MB Cache or Higher</li> <li>✓ RAM - 64 GB PC4-21300 DDR4 2666 MHz</li> <li>✓ Graphics Card - 8GB, 256 bit GDDR6</li> <li>✓ OS Drive: 512 GB M.2 NVMe PCIe Solid State Drive</li> <li>✓ Cache Drive - 512 GB M.2 NVMe PCIe Solid State Drive</li> <li>✓ Data Drive Raid5: 5 X 2TB SATA 7200 RPM ~ 8TB</li> <li>✓ Tableau Imager (TIM)</li> <li>✓ 103 key keyboard and mouse combo</li> <li>✓ Forensic toolbox containing drive adapters and power / signal cables (SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air, Blade SSD)</li> <li>✓ PCIe SSD drive adapters (PCIe SSD m.2 NVMe, 2013 or newer MacBook Pro SSD, and server class PCIe SSD)</li> <li>✓ 3 Years OEM Warranty</li> <li>✓ OEM Authorization Letter Required.</li> </ul> <p>Option 2: without raid controller</p> <ul style="list-style-type: none"> <li>✓ Purpose Built Machines for Digital Forensic Analysis</li> <li>✓ OS: Windows 10 Pro 64-bit</li> <li>✓ CPU: i7-9800X 08 core 3.8 GHz (4.4 Turbo), 16.5MB Cache or Higher</li> <li>✓ RAM - 64 GB PC4-21300 DDR4 2666 MHz</li> <li>✓ Graphics Card - 4GB, 128 bit GDDR5</li> <li>✓ OS Drive: 512 GB M.2 NVMe PCIe Solid State Drive</li> <li>✓ Cache Drive - 1 TB M.2 NVMe PCIe Solid State Drive</li> <li>✓ Data Drive: 8TB SATA 7200 RPM</li> <li>✓ Tableau Imager (TIM)</li> <li>✓ 103 key keyboard and mouse combo</li> <li>✓ Forensic toolbox containing drive adapters and power / signal cables (SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air, Blade SSD)</li> <li>✓ PCIe SSD drive adapters (PCIe SSD m.2 NVMe, 2013 or newer MacBook Pro SSD, and server class PCIe SSD)</li> <li>✓ 3 Years OEM Warranty</li> <li>✓ OEM Authorization Letter Required.</li> </ul>
2	Oxygen Forensics Suite (Alongwith License Subscription) or Equivalent	2	<ul style="list-style-type: none"> <li>✓ Oxygen Forensic Detective</li> <li>✓ Extract and decode data from Mobile Phones, IoT Devices, Media Cards and Cloud Services</li> <li>✓ Extract and Parse Data from Secure Applications</li> <li>✓ Access Devices' Photos, Audio and Video Files, Databases and Other Acquired Evidence At The File-System Level</li> <li>✓ View Any File In Raw, Hex Mode, Native View.</li> <li>✓ 1 Year License Subscription</li> </ul>

3	SAN Storage	6	<ul style="list-style-type: none"> <li>✓ Block Level Storage</li> <li>✓ 15 X 3.84TB ~ 57.6 Raw Capacity without Compression/De-Duplication</li> <li>✓ Dual Controller A-A architecture with no single point of failure</li> <li>✓ Native All Flash enterprise-level SSDs (non-SATA ports)</li> <li>✓ RAID Support: 1, 5, 6</li> <li>✓ Read/write Ratio: 70:30</li> <li>✓ Scalability: Support up to 350 Disks or Higher</li> <li>✓ Expansion Backend Connectivity: 12 Gbs SAS</li> <li>✓ Total Controller Cache: 2 X 32GB DRAM or Higher</li> <li>✓ The controller cache provides power-off protection.</li> <li>✓ Disk IOPS: 60K Per Dual Controller or Higher</li> <li>✓ Fiber Channel / iSCSI / Ethernet Support</li> <li>✓ Ethernet: 4 X 1Gbps</li> <li>✓ FC Ports: 4 X 16 Gbps</li> <li>✓ Storage solution must include all required hardware/accessories (42U Rack, Cabling and Patch Panel etc.) and perpetual software licensing.</li> <li>✓ 3 Years OEM Warranty</li> <li>✓ OEM Authorization Letter Required.</li> <li>✓ Provides 3-year 24x7x4H OEM warranty and support is required, original copies of OEM after-sales service commitment and authorization certificate.</li> <li>✓ Installation Destination &amp; Delivery: Rawalpindi, Faisalabad, Multan, Hyderabad, Sukkar, Dera Ismail Khan</li> </ul>
4	Antistatic Bags	11	<ul style="list-style-type: none"> <li>✓ 7 x 11 1/2 Anti-Static Self-Seal Bubble Bags (3/16" Thick) Qty = 1000</li> <li>✓ 12 x 11 1/2 Anti-Static Self-Seal Bubble Bags (3/16" Thick) Qty = 2000</li> <li>✓ 15 x 17 1/2 Anti-Static Self-Seal Bubble Bags (3/16" Thick) Qty = 500</li> </ul>

**(Form B-01)**

**BID Form for Tender Reference No: FIA/CCW/Tender/2021-22/20210802 - NR3CP-III**

**To,**

**The Director,  
Cyber Crimes Wing (CCW),  
Federal Investigation Agency (FIA), Islamabad.**

Dear Sir,

1. Having examined the bidding document, the receipt of which is hereby duly acknowledged, for the aforementioned Tender Reference No. FIA/CCW/Tender/2021-22/20210802 - NR3CP-III, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding document are submitted herewith separately as per your requirement. (Technical and Financial Proposal are attached as annexure-A and annexure-B respectively);
2. We, the undersigned, being a company doing business under the name with the registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract;
3. As security for due performance of the undertakings and obligations of this tender, we have attached Bid security as per limits defines in section 04 of RFP;
4. We undertake, if our tender is accepted, to complete the whole of the work comprised against above mentioned tender reference within the time stated in the tender terms & conditions;
5. We agree to abide by this tender for the period of 120 days beyond the date of closing of the tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period, furthermore, we agree that this period can be extended with mutual consent, without changing of quoted prices;
6. Unless and until a formal Contract Agreement is signed, this tender, together with your acceptance thereof, shall constitute a binding contract between us;
7. If our bid is accepted, we will provide the performance security of the sum equal to 5 % of Contract price (inclusive of all duties and taxes) for the due performance of the contract in accordance with the section 4 of RFP;
8. We agree to abide by mechanism for blacklist and debarment of Cyber Crime Wing, FIA formed under Rule 19 of PPRA rules 2004; and
9. We Confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Director, CCW-FIA.

(This clause does not apply with Tender by a single firm)

Dated this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

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

Name of Company & Seal \_\_\_\_\_

(Name of Bidder in Block Capitals)

Address of the Company

\_\_\_\_\_  
\_\_\_\_\_

**Witness**

Signature: _____
Name: _____
Title: _____
Address: _____ _____ _____
CNIC # _____



Signature: _____
Name: _____
Title: _____
Address: _____ _____ _____
CNIC # _____

**BID Security Form for Tender Reference No: FIA/CCW/Tender/2021-22/20210802 - NR3CP-III**

**WHEREAS** \_\_\_\_\_ (hereinafter called "**the Bidder**") has submitted its bid dated \_\_\_\_\_ for the sale of "**\_\_\_\_\_**", (hereinafter called "**the Bid**").

**KNOW ALL MEN** by these presents that We \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of Country) having our registered office at \_\_\_\_\_ (address of Bank) hereinafter called "the Bank") are bound into the Director, CCW FIA, Islamabad, Pakistan (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_, for which payment well and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns, by these presents.

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

**THE CONDITIONS** of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on Bid Form: or
2. If the Bidder does not accept the corrections of his Total Bid Price: or
3. If the Bidder having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders: or
  - b) Fails or refuses to execute the Contract Form, when requested.

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

This guarantee will remain in force up to 28 days beyond the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)  
By \_\_\_\_\_  
(Title)

**Authorized Representative**

**Performance Security Form for Tender**  
**Reference No: FIA/CCW/Tender/2021-22/20210802 - NR3CP-III**

To:

The Director  
Cyber Crime Wing  
Federal Investigation Agency (FIA)  
Islamabad

**Subject: BANK GUARANTEE ON BEHALF OF M/S FOR  
DUE AND FAITHFUL PERFORMANCE OF CONTRACTS LISTED BELOW.**

**List of Contracts**

Sr. No	Contract (s) / Purchase Order (s) No.	Amount	Dated

**WHEREAS** M/s                     [Name of Contractor] Hereinafter called "the Contractor" have requested [Bank Name] to furnish an unconditional, irrevocable bank guarantee in your favour of the sum of PKR                      (in Words)                      (5% of the contract(s) / Purchase Order(s) Value) against contract(s) / purchase order(s) listed above to be concluded between the Contractor and Cyber Crime Wing FIA, Islamabad.

**WE HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE AND UNDERTAKE:**

1. To make an un-conditional payment of PKR                      to you on demand without any further question or reference to the contractor upon failure of the contractor to perform the Contract on which you will be the sole judge;
2. To keep this guarantee valid in full force from this date up to the date of release / completion of all contractual obligations by the Contractor under the Contract. The faithful completion of the contract by the contractor will be intimated by the Cyber Crime Wing, FIA, Islamabad;
3. To extend the period of the enforceability of this guarantee if such extension is necessary or desired by you of us;
4. The Performance Guarantee being unconditional and irrevocable undertaking to CCW, FIA Islamabad shall be independently confirmed by the bank before its discharge / encashment.

Dated This [ ] Day of [ ], 2021/22



**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Seal \_\_\_\_\_

**Witness**

Signature \_\_\_\_\_

Name \_\_\_\_\_

CNIC \_\_\_\_\_



Sworn & Signed before me on this [ ] day of [ ], 2021/22 by, \_\_\_\_\_

**DRAFT PROCUREMENT CONTRACT**

Contract No. XXX

Tender No. XXXXXX

For Supply of **XXXXXX**

This contract for purchase of **XXXXXX** ("Contract") is made at Islamabad as of this **XX day of XXX, XXXX** of execution, by and between

**Cyber Crime Wing, Federal Investigation Agency**, is a law enforcement agency dedicated to identify and curb the phenomenon of technological abuse in society, having its head office at 2<sup>nd</sup> Floor, National Police Foundation Building, Mauve Area, G-10/4, Islamabad (hereinafter referred to as the "Agency") and

M/s **XXXXXX** having its office at XXXXXX XXXXXX Islamabad (hereinafter referred to as the "Contractor" which expression shall include its successors and assigns)

Contractor and Agency may hereinafter be collectively referred to as the "Parties" and each individually as a "Party".

**WHEREAS**, the agency is desirous of purchasing efficient, reliable, genuine **XXXXXX** during the financial year 2021-22.

**AND WHEREAS**, the agency invited bids for procurement of **XXXXXX** through tender no. XXXXXX and the contractor through its bid proposal no. XXXX dated – XXXXXX XX, XXXXX warrants and represents for providing efficient and reliable **XXXXXXX**.

**WHEREAS**, the contractor is engaged in the business of providing the desired products to various Government Departments and it hereby express its ability and willingness to provide the desired services along with necessary equipment, type of contract.

**NOW THEREFORE**, in consideration of the promises and mutual undertaking and covenants hereinafter set forth, the parties hereby agree as follows:

**SECTION 1. SCOPE OF WORK**

Sr. No	Sr. No as per RFP	Description with detailed specifications	Qty	Rate / Unit Without GST	GST / Unit	Rate / Unit with GST	Total
----- Rupees -----							
X	X	<b>XXX</b>	XX	XX	XX	XX	XX
<b>Total</b>							<b>XX</b>
<i>(Amount in Words)</i>							<b>XXXX</b>

**SECTION 2. TERM**

2.1 The initial term of this contract shall be till completion of the Job under Section 1 of this contract or XXX XX, XXXX whichever occurs earlier unless terminated under the provision in writing mentioned hereafter. Any extension in the term of contract will be subject to mutual consent of both the parties.

2.2 However, this contract shall remain binding for contractor till the completion of warranty period, if any, with respect to terms of warranty as referred in section 1. of this contract.

**SECTION 3. CONTRACT DOCUMENTS**

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

- i. This contract;
- ii. Agency's Letter of Intents;
- iii. Agency's Tender Documents;
- iv. Contractor's Technical & Financial Bids and all correspondence / clarification made thereafter; and
- v. Valid authorization letter or Contractor for executing the contract, in case, Contractor is a legal person.

Director Admin, FIA, HQ  
Chairman

Mr. Muhammad Raza ul Haq  
Member

Mr. Masood Ali  
Member

Mr. Usman Tahir  
Member

Asst. Director Logistics  
Member

3.2 Entering into this contract by the parties for procurement of partial / incomplete items as ordered by the agency vide Letter of Intent Nos. XXX dated XXXX XX, XXXX does not affect the agency's right, under PPRA rules 2004 and other relevant laws as applicable in Pakistan, to forfeit the bid security submitted by the contractor along with the bidding documents for the tender, for breach of the initial bid offer made by the contractor after formal acceptance of the said offer which was communicated by the agency through its above referred letter of intent.

3.3 Any inconsistency between the above documents of this contract shall be resolved by giving precedence in the order in which they are listed above.

#### **SECTION 4. DELIVERY OF EQUIPMENT**

4.1 Contractor shall arrange delivery of all equipment as mentioned in Section 1. of this contract within ninety (90) days from the date of issuance of Agency's Letter of Intent.

4.2 Delivery challan will be addressed to the Assistant Director, Logistics, CCW, FIA and delivery is to be made to him or his authorized representative(s) which will be provisionally accepted subject to the approval by Inspection Committee and satisfactory report in result of operational acceptance test as mentioned in Section 4.3 of this Contract. The equipment "provisionally delivered" under this section will be deemed undelivered until and unless final acceptance report and operational acceptance test report under section 4.3 of this contract has been issued.

4.3 Final acceptance of delivery of equipment is subject to approval by inspection committee in accordance with the product specifications and standards as mentioned in section 1. of this contract and satisfactory report of the operational acceptance test duly issued by the technical representative of the Agency.

4.4 Any deviation from the specifications given in Section 1. of this contract shall be deemed as violation / breach of this contract and will result in cancellation of this contract, even if the product required has been delivered.

#### **SECTION 5. PRICING**

5.1 The products under this contract shall be provided at cost mentioned in section 1. "Scope of Work" of this contract.

5.2 The prices are in Pak Rupees and payments will be made upon submission of satisfactory report of inspection committee and operational acceptance test report as mentioned in section 4.3 of this contract, through cross cheque in 100% Pak Rupees, at actual, against verified invoices.

5.3 However, any delay in payment due to any unforeseen contingency / event, beyond the control of the Agency shall not in any way attract any markup, interest, surcharge or charges or create any new right / liability, etc.

5.4 To avoid delay in payment, it is essential that the invoice shall:

- i. be duly signed and stamped and type-written in English;
- ii. be identified by the contract number;
- iii. contain sufficient description of the product delivered by the contractor;
- iv. state the location of the office of Agency where product has been delivered;
- v. accompanied by the satisfactory reports as per section 4.3 of this contract;
- vi. be accompanied with the GST invoice;
- vii. be accompanied with the delivery challan duly verified by the Chairman, Inspection Committee or his authorized representative;
- viii. Operational acceptance test report;
- ix. Tax exemption certificate, if applicable;
- x. Original warranty certificate for warranty period;
- xi. Bill of entry (for imported items only);
- xii. Goods declaration form (for imported items only);
- xiii. Vendor number of AGPR, Islamabad (Provision of vendor number shall be sole responsibility of the Contractor);
- xiv. be precise and strictly in accordance with the contract;
- xv. contain any other information deemed essential either by the contractor or by the Agency; and
- xvi. invoice must be submitted to Assistant Director, Logistic for verification, stock entry and onwards submission to accounts department for payment processing.

#### **SECTION 6. TAXES AND DUTIES**

6.1 The contract prices include all direct taxes, indirect taxes, duties, fees, levies, and any other relevant charges payable / applicable. The contractor will be responsible for all the direct taxes (present or future) with respect to income / payments of total contract amount, under the scope of the contract.

6.2 The contract prices will not be adjusted for any subsequent changes in the rates of direct or indirect taxes, duties, fees, levies etc. as made applicable thereafter by the relevant authorities in Pakistan.

6.3 Any direct / indirect taxes, duties, fees, levies and other relevant charges, present or future, assessed or payable inside or outside Pakistan by the contractor, its principal and / or its sub-contractor and / or by the expatriate personnel deputed by the contractor, its principal and / or its sub-contractor or in connection with its performance under the contract shall be sole and exclusive responsibility of the contractor.

6.4 The contractor shall be responsible and pay all taxes on its income outside and in particular on its income in Pakistan under the Contract and under the laws of Pakistan.

6.5 The Agency have the right, as provided under the laws of Pakistan to meet its obligation and in particular to deduct from the payment due to the contractor (against entire contract value), income and sales tax at source at the rates prevailing from time to time, from the invoiced amounts, or such reduced rates fixed by the taxation authorities in Pakistan for the Contractor on production of current and valid documentary evidence by the contractor from competent tax authorities in Pakistan and pay such amount to appropriate authorities.

6.6 The contractor shall also be responsible for any income taxes levied on the Contractor's, its principal and / or its subcontractor's expatriate personnel, under the laws of Pakistan and for all social security issuances and the other contributions for the contractor's expatriate personnel regardless of whether such contributions are levied on employer or employee or both in Pakistan or outside Pakistan.

6.7 The contractor shall keep the Agency duly informed about the steps taken by the contractor in order to meet its obligations under the Contract and provide the necessary documents to the Agency in this connection.

6.8 The contractor shall indemnify the Agency against any claim which might occur due to non-compliance by contractor of any legal obligation regarding the taxes, duties, fees, levies, or other charges, including taxes on income in Pakistan and any other payments to the relevant Government or Governmental agencies or any other applicable authority.

6.9 Understanding reflected under the above tax clause would prevail in case of any understanding to the contrary that may be reflected with respect to tax matters, in any other clause of the contract.

## **SECTION 7. ADJUSTMENT OF CONTRACT PRICE**

The contract value (Price) shall be subject to adjustment as a result of reduction in scope of work. However, unit price quoted for such product shall be used as base price for computation of final invoice. Contractor should take approval for such changes in writing from the Agency. Rates and quantum of work, not covered in the scope of work shall be subject to approval of the Agency.

## **SECTION 8. CONTRACTOR'S OBLIGATION**

8.1 Contractor warrants and represents that all equipment along with necessary services provided under this contract shall be in accordance with good industry practice and contractor shall use every reasonable means for efficient and timely performance and provision of the equipment / services.

8.2 The equipment, tools and materials utilized by the Contractor in performance of this contract shall be handled and utilized with due care and diligence and proper record of consumables etc. shall be maintained and made available to the Agency upon request.

8.3 The Contractor shall secure and maintain during the performance of this contract, all licenses, permits, authorization and certification required under the laws of Pakistan and applicable to Contractor. Agency has the right to inspect such licenses, permits, authorization and certificates and the contractor shall forthwith comply with such request.

8.4 Contractor shall employ and depute for the execution of Contract, persons who are careful, skilled and experienced in their profession. The Agency shall have the right to ask the Contractor to replace any person employed by the Contractor for execution of services who, in the sole opinion of the Agency, misbehaves, is incompetent or negligent in the performance of his duties or fails to conform with any particular provisions with regard to safety which may be set out in the Contract, or any conduct which is prejudicial to safety or health, and such person shall not be employed again for performance of this contract without permission of the Agency.

8.5 The equipment shall remain at the risk of the Contractor for any loss occurring to the goods due to any fault until the issuance of satisfactory report as per section 4.3 of this contract.

8.6 Issuance of Stamp Papers for purpose of executing the contract as well as all expenses including Stamp Duty borne in this regard shall be solely Contractor's Obligation.

## **SECTION 9. DECLARATIONS**

9.1 The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Agency through any corrupt business practice.

9.2 Without limiting the generality of the forgoing, the Contractor 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 the Agency, except that which has been expressly declared pursuant hereto.

9.3 The Contractor 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 the Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

9.4 The Contractor 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 right and remedies available to the Agency under any law, contract or other instrument, be voidable at the option of the Agency.

9.5 Notwithstanding any rights and remedies exercised by the Agency in this regard, the Contractor agrees to indemnify the Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kick back given by the Contractor 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 the Agency.

## **SECTION 10. PERFORMANCE GUARANTEE / SECURITY DEPOSIT**

The Contractor shall provide to the Agency within seven (07) days of issuance of Letter of Intent, a performance guarantee in the form of an irrecoverable, independent, unconditional, direct obligation of the bank at first and simple demand guarantee of a Pakistan scheduled bank or in the form of demand draft in the amount equivalent to five percent (5%) of the total contract value (inclusive of all the duties and taxes) in Pak Rupees strictly in accordance with the format given at form B - 03 of request for proposal documents to cover and secure the contractor's faithful performance and execution of this contract. The charges and expenses payable in connection with the issuance, extension, renewal and maintenance of the performance guarantee shall be borne and paid by the contractor. The performance guarantee shall be valid and shall be maintained in full force effect till one (1) year from the date of contract. The Agency has sole and absolute right to encash the performance guarantee without any prior notice to the contractor in the event of any breach, failure, non-compliance or delay in the performance of the contract.

## **SECTION 11. INDEMNITIES**

11.1 The Contractor shall indemnify the Agency against all motions, proceedings, claims, liens and demands whatsoever which may be made against the Agency by the third parties for or in respect of or out of any failure by the Contractor in performance of its obligation or wrongful performance under this Contract or any act or omission in connection therewith. Should Agency have to pay any moneys in respect of any claims or demands, the amounts to be paid and the costs incurred by the Agency in connection therewith, shall be charged in to and paid by the Contractor in full.

11.2 Contractor hereby declares that the price quoted by the Contractor is market competitive price of the quoted product and the Contractor will indemnify the Agency, if at any future stage it is proved otherwise.

## **SECTION 12. LIQUIDATED DAMAGES**

12.1 If the contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, the Agency shall, without prejudice to other remedies under the Contract, deduct from the Contract Price/Bank Guarantee as liquidated damages, a sum not more than 0.01% of the contract price per day up to maximum extent of 10% of the contract value.

12.2 In case the Agency is satisfied that the delayed/defective services/shipment was due to some mistake or circumstances beyond the control of the contractor and the contractor has not intentionally or negligently contributed in the delay, the Agency may not impose Liquidated Damages as per clause 12.1 if the Contractor takes immediate remedial measures for the replacement of defective shipment and takes prompt steps to mitigate the delay. The Agency may however, impose Liquidated Damages as per clause 12.1 above if the delayed or defective shipment/ services has affected the project completion schedule.

12.3 Even after imposition of liquidated Damages, if the Contractor fails to materialize the delivery (material and / or services); the Agency reserves the right to cancel Purchased Order/Contract and forfeit the Performance Guarantee after intimating the Agency for such cancellation/forfeiture.

### **SECTION 13. PATENT RIGHTS**

The Contractor shall protect, indemnify and hold the Agency harmless from and against all claims, proceedings, demands, costs, charges and expenses whatsoever for or on account of infringement of any patent rights, design, trade-mark, industrial design or name or other protected rights in respect of any design, method, machine work, material etc. used for or in connection with the Services.

### **SECTION 14. CONFIDENTIALITY**

14.1 Any data provided by the Agency or which the Contractor or its employees have access to, or which they acquire directly or indirectly under this Contract or during the performance of this Contract, shall be deemed Confidential information. Duplication or disclosure of such Confidential Information by Contractor or any one claiming through it without the prior written consent of the Agency is strictly prohibited. All Confidential Information shall be the sole property of the Agency. The Contractor hereby agrees not to disclose said data, information, and any interpretations thereof, or data derivative there from or any unauthorized parties or person. This Section also applies to any sub-contractor, principal or consultants used by the Contractor. The obligations under these provisions shall survive the termination or expiry of this Contract.

14.2 The Contractor further undertakes that it shall not, except with the prior written consent of the Agency:

- i. make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
  - a. the Contract or its terms and conditions.
  - b. the nature or extent of Services carried out by the Contractor,
  - c. the method, materials, or equipment used and personnel employed, or
  - d. any other Agency Information in the possession of the Contractor.
- ii. disclose or convey any of the matters or information referred to in (i) above to any employees of the Contractor not directly concerned with the Contract.

### **SECTION 15. DEFAULT**

15.1 If the Contractor is unable or unwilling to perform its Services in accordance with terms of the Contract, it will be considered the breach of contract on the part of contractor and the Agency will forfeit the Performance Guarantee submitted by the contractor under section 10 of this contract.

15.2 The Contractor shall also be in default under the Contract if the Contractor (a) fails to fully and timely perform any of its material obligations under the Contract (b) becomes insolvent or seeks relief under the bankruptcy laws. This will also lead to forfeiture of performance guarantee by the Agency.

### **SECTION 16. ARBITRATION**

16.1 If any technical question, difference or dispute arises under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. However, if the dispute continues, either Party may give written notice to the other for appointment of an arbitrator to resolve the dispute. The arbitrator shall be preferably a Pakistani national and shall have at least five years of experience in the relevant technical field.

16.2 If any question, difference or dispute arises regarding the rights, obligations or performance by the Parties under this Contract, the Parties shall use their best efforts to promptly resolve such dispute, controversy or disagreement. This includes without limitation the question of whether one or the other is in default and what action if any shall be taken to remedy such default. If the Parties are unable to resolve such question, difference, dispute and controversy, the matter may be referred to arbitration. Either Party may notify the other in writing specifying the nature of the dispute and designate one arbitrator to whom such dispute shall be referred requesting that the other Party may give notice in writing within fifteen (15) days after receipt of the notice of designation of the second arbitrator. The two arbitrators shall within fifteen (15) days after the receipt of notice of the second arbitrator, appoint an umpire whose decision with respect to the dispute shall govern in the event that the arbitrators shall fail to agree. In the event that second arbitrator is not designated within the time specified, the first arbitrator shall have full and complete power to determine the dispute.

16.3 Arbitration shall be precedent in any action of law and that the provisions of the Arbitration Act, 1940 and rules framed thereunder shall apply. The venue of the arbitration shall be Islamabad, Pakistan.

16.4 The expense of arbitration shall be borne by the Contractor unless the award of the arbitrator(s) or the umpire, as the case may be, otherwise provide.

## **SECTION 17. TERMINATION**

17.1 In the event of default by the Contractor, the Agency shall have the right to terminate the Contract for cause, by giving written notice effective ten (10) days after the date of such notice, unless otherwise specified therein. If the Contractor cures such default within the ten (10) days period, or provides evidence to satisfy the Agency that such default does not exist. In addition to any other remedy available under law or in equity, the Agency shall be entitled to recover all actual damages, costs and losses incurred by the Agency as a result of default by the Contractor.

17.2 The Agency shall have the right to terminate the Contract, in whole or in part, without any cause at any time upon ten (10) days' prior written notice. Upon receipt of such notice of termination, the Contractor shall promptly cease all further Services under the Contract with such exemptions, if any, specified in the notice of termination. The Agency shall pay the Contractor for all Services performed and obligations incurred prior to the date of termination in accordance with the terms of the Contract.

## **SECTION 18. FORCE MAJEURE**

18.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party affected by it to wholly or partially perform its obligations under this Contract. In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, then such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for the period not longer than one (1) month. However, such notice must be given within fourteen (14) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, war whether declared or undeclared; acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; pandemic / epidemic; landslide, lightening, earthquake, change of law or policy; or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder; acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labor disputes or non-availability of transport shall not be included in the term 'Force Majeure'. During the established period of Force Majeure as contained hereinabove, the Contractor shall not be entitled to payment for Services and the Agency shall not impose penalty.

18.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

## **SECTION 19. LICENSE, PERMITS, AUTHORIZATION AND CERTIFICATION**

The Contractor hereby warrants and undertakes that all kinds of licenses, permits, authorizations and certifications required under the laws of Pakistan and applicable to the Contractor are intact, valid and possessed by the Contractor and shall be maintained during the performance of this Contract. The Agency has the right to inspect, or demand for such licenses, permits, authorization and certificates and the Contractor shall forthwith comply with such inspection on demand.

## **SECTION 20. ASSIGNMENT**

The Contractor Shall not sub-contract or assign either whole or part of his obligations under this contract without the prior written consent of the Agency and such consent if given shall not relieve the Contractor from any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults and negligence of any sub-contractor, its personnel or agents as fully as if they were the acts, defaults or negligence of the Contractor, or its personnel.

## **SECTION 21. ENTIRE CONTRACT**

The documents mentioned in Section – 3 of this Contract constitute the entire understanding between the Agency and the Contactor subject matter and supersede all prior discussions, communication, and agreements regarding the subject matter, whether written or oral.

## **SECTION 22. AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the duly authorized representative of the Agency and the Contractor.

## **SECTION 23. GOVERNING LAW**

This Contract shall be construed interpreted and governed by the laws of the Islamic Republic of Pakistan.

**SECTION 24. ERADICATION OF CORRUPTION**

All vendors, Suppliers, Contractors and alike are encouraged to inform the Director General (DG), FIA and Addl. Director General – Cyber Crime Wing (ADG - CCW), FIA in case where any Agency's employee asks for any type of personal favor whether monetary or in kind. Contractor may contact the DG / FIA and ADG - CCW / FIA, along with the supporting evidence.

**SECTION 25. NOTICES**

25.1 Any notice, request, demand, statement, call, question, intimation, reference, or other Communication required for execution of this Contract shall be made in writing and shall be directed by courier service to the address of the Parties as follows:

To the Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.2 Notices shall be deemed served on the very next day from the date of dispatch.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date first above written.

**AGENCY**

**CONTRACTOR**

Signature: \_\_\_\_\_  
(with official seal)



Signature: \_\_\_\_\_  
(with official seal)

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

**WITNESS - I**

**WITNESS - II**

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

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

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

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

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

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