

CENTRAL DIRECTORATE OF NATIONAL SAVINGS
Finance Division
Government of Pakistan



TENDER NOTICE

1. Sealed tenders are invited from well reputed firms/companies/JVs/Consortium registered with Taxation Authorities for hiring of following services in line with National Savings (AML and CFT) Regulations, 2020, AML Act, 2010 and FATF Recommendations:

- i. Solution for Screening of Politically Exposed Persons (“PEP”) initially for two years.
- ii. Consultancy for effective implementation of AML-CFT regime initially for one year.

2. Detailed Request for Proposal (“RFP”) which would be integral part of this Tender may be obtained from undersigned during office hours or can be downloaded from www.savings.gov.pk or www.ppra.org.pk.

3. The Tender shall be processed under Rule 36(b) [Single stage-Two Envelope Procedure] of PPA Rules, 2004. The bid along with supporting documents in sealed separate envelopes (one for Technical bid and other for Financial bid) must reach at office of the undersigned latest by **27.01.2021** up to **11:30 a.m.** Bid will be opened at **12:00 Noon** on same day at **CDNS Conference Room** in the presence of the bidders or their representatives who wish to attend the bid proceedings.

4. A pre-bid Meeting/Demonstration will be convened in the Conference Room of CDNS at the address mentioned in **Para-3** at **02:30 p.m. on 21.01.2021** to facilitate the Bidders requiring clarifications regarding the RFP document.

5. CDNS reserves the right to reject any/all or a part of Bids for which reasons may be conveyed if desired in writing. A Bid Security is required and acceptable in the shape of a Bank Draft / Pay Order / Demand Draft / CDR / Bankers Cheque / Cashiers Cheque only, issued from any scheduled bank operating in Pakistan, of PKR 100,000/- (Rupees One Hundred Thousand Only), **placed in Technical Bid**, in the favour of **CDNS, Islamabad**.

6. For any query, please feel free to contact the undersigned.

(Qaisar Wahab Aimal)
National Savings Officer (AML-Policy)
Email: aimal@live.com.pk | aimal@savings.gov.pk
Ph: 051-9215754
Savings House, 23-N, Civic Centre, G-6 Markaz, Islamabad

(SAY NO TO CORRUPTION)

Central Directorate of National Savings
Finance Division
Government of Pakistan
Islamabad

Request for Proposal

for

Hiring of following services in line with National Savings (AML and CFT) Regulations, (2020), AML Act, 2010 and FATF Recommendations:

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PART 1 – REQUEST FOR PROPOSAL PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Bid

1.1. Central Directorate of National Savings, having its principal place of business at 23-N, G-6 Markaz, Islamabad hereinafter called the “National Savings” or “CDNS” or “Procuring Agency”, issues this Tender Notice to invite Proposals (Technical & Financial) under Rule 36(b) [Single stage-Two Envelope Procedure] of PPA Rules, 2004 [Single stage-Two Envelope Procedure] from well reputed firms/companies/JVs/consortium registered with Taxation Authorities and having their own well-established offices and supervisory structure for hiring of services as prescribed in **Part-II** of this Request For Proposal (“RFP”).

2. Eligible Bidders

2.1. Only well reputed firms/companies/JVs/Consortium who are registered with Taxation Authorities and fulfils the requirements of the RFP are eligible to submit their proposals. Bidder who has violated the law of land of any country and recorded in any sanctions list will not be eligible to participate in the bidding/procurement process. Any bid received, after the deadline for submission of bids, will be rejected and/or returned unopened to the Bidder/its postal address whichever the case may be.

3. One Bid per Bidder

3.1. Each Bidder shall submit only one bid; a bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder’s participation to be disqualified.

4. Bid Validity

4.1. The period of Bid validity shall be 180 (one hundred eighty days) after the deadline for Bid submission. The Contract “will not” be subject to price adjustment except in case of any tax duty or levies imposed by the Government of Pakistan during the pendency of the contract.

5. Bid security

5.1. A Bid Security equivalent to PKR 100,000/- (Rupees one hundred thousand only) is required in the shape of a Bank Draft/Pay Order/Demand Draft/CDR/Bankers Cheque/Cashiers Cheque only, issued from any scheduled bank operating in Pakistan, of in favour of **CDNS, Islamabad, along with Technical Proposal**. Bids without bid security will be rejected.

6. Cost of Bidding

6.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and CDNS will in no case be responsible or liable for those costs.

7. Clarification of RFP

7.1. A prospective Bidder requiring any clarification of the RFP may contact the Procuring Agency in writing at the given address and by one of the means indicated in the ITB. In accordance with provision of Rule 31 of PPA Rules, 2004, if a Bidder feels that any important provision in the RFP is unacceptable; such an issue should be raised as soon as possible.

8. Pre-Bid meeting

8.1. A Pre-Bid Meeting will be held at **02:30 pm on 21.01.2021 (Thursday)** at **Conference Room, CDNS, Islamabad**. The purpose of the Pre-Bid meeting will be to provide clarification/queries regarding any part of the RFP. Bidder's queries/questions must reach the Procuring Agency prior to the Pre-Bid meeting. Minutes of the Pre-Bid meeting, including questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the Bidders. Any modification to the RFP which may become necessary as a result of the **Pre-bid Meeting** shall be made by the Procuring Agency by issuing an Addendum.

9. Address for the purpose of Bid submission

9.1. All bids shall be addressed to:

***Qaisar Wahab Aimal, National Savings Officer (AML-Policy)
Savings House, 23-N, Civic Centre, G-6 Markaz, Islamabad.
Email: aimal@live.com.pk | aimal@savings.gov.pk Ph: 051-9215754.***

10. Deadline for submission

10.1. The deadline for submission of Bids shall be **27.01.2021** up to **11:30 a.m.**

11. Bids Opening

11.1. Bid will be opened at **12:00 Noon** on same day at **CDNS Conference Room** in the presence of the bidders or their representatives who wish to attend the bid proceedings.

12. Method of Bid Submission

12.1. Bids shall be submitted to the Procuring Agency through registered courier service or in person only.

SECTION II – BID EVALUATION CRITERIA

1. Bid Submission Criteria

- 1.1. For Technical Evaluation of bidding firms/companies/JVs/Consortium the following criteria shall be applied.
 - 1.1.1. The bidder shall submit documentary proof along with the Technical Bid in shape of sections/chapters etc. in an organized manner with proper referencing.
 - 1.1.2. Non-compliance to Para 1.1.1 may lead to poor technical marking during technical evaluation and no claim for poor marking from the bidder shall be entertained.
 - 1.1.3. False/wrong or misleading information if shared may lead to disqualification of bidding firm from the tendering process.
 - 1.1.4. Any attempt directly or indirectly to influence the Purchase Committee of the Procuring Agency may lead to disqualification of bidding firm from the tendering process.
 - 1.1.5. Support material should not be part of the main proposal but should be placed as annexures.
 - 1.1.6. During the technical evaluation a bidder or all bidders may be called for detailed technical presentation/clarification, if so desired by the Procuring Agency for which all costs and risks shall be borne by the Bidder.

2. Parameters for technical evaluation

2.1. Experience:

- 2.1.1. Number of years, since inception as registered firm/company.
- 2.1.2. Number of years for doing AML-CFT related work

2.2. Clientele & Coverage:

- 2.2.1. No. of Banks _____ (Please Fill-in)
- 2.2.2. No. of Financial institution (other than Banks)_____ (Please Fill-in)
- 2.2.3. No. of Other Clients (Private/Govt.)_____ (Please Fill-in)

2.3. Human Resource:

- 2.3.1. Number of Domain Experts and Managers
- 2.3.2. Number of offices in Pakistan

2.4. Proposed allocation of HR for CDNS

- 2.4.1. Number of HR to be allocated for CDNS for completion of the ToRs

2.4.2. Profile of HR to be allocated for CDNS for completion of the ToRs

2.5. Methodology for provisioning of PEP solution

2.5.1. Provide effective and efficient methodology for acquiring and deployment PEP Solution with Core system of CDNS and its periodical updating (this is not required for consultancy services)

2.6. Financial soundness:

2.6.1. Provide Financial Statements for last 3 years

2.7. Affiliation /Accreditation

2.7.1. Provide details of Affiliation /Accreditation

3. Responsiveness Test / Initial Screening

3.1. Prior to the Technical Evaluation of the Technical Bids, all the Technical Bids shall be examined for the Responsiveness Test / Initial Screening on the basis of parameters listed as under. Non-compliance to these parameters shall disqualify the bidder.

3.1.1. The bid is received to the Address for the purpose of Bid Submission prior to the expiration of deadline of submission of bids.

3.1.2. The Bidder is registered with Taxation department and is on Active Tax payer List for NTN/GST.

3.1.3. The Bidder has been in business for at least three years.

3.1.4. The Bidder has legal presence in Pakistan for doing business.

3.1.5. Affidavit on stamp paper (original and latest) of Rs.100/- signed by bidder and duly attested by Notary Public/oath commissioner, describing that bidder is not black listed from any government department and no suit is pending against the bidder(s) in any court of law or any case /litigation.

3.1.6. Bid Security as an earnest money of required amount and shape, placed in the sealed

4. Evaluation of Technical Proposal

4.1. The total technical scores (T) assigned to each Proposal in the Evaluated Proposal Formula will be determined by adding the scores assigned by an Evaluation Committee to technical features of the Proposal in accordance with the Parameters set out in **Annex-A**. Only Proposals that are substantially responsive to the initial screening set out in **Para 3** are to be assessed against **Annex-A**.

5. Acceptance Criteria

5.1. As per PPRA Rule 36(b) – Single Stage bidding procedure, the proposals will be evaluated technically first. The Technical and Financial Proposals shall be allocated 50 marks each. In Evaluation of Technical Bids 30 (60%) out of 50 marks are the qualifying marks. Financial bids of only qualified bidders will be opened. The distribution of 100 marks and formulae of financial bids evaluations will be as follows.

Factor	Marks
Technical Proposal (T)	<i>50 (30 are qualifying marks)</i>
Financial Proposal (F)	<i>50</i>
Total (T+F)	<i>100</i>

5.2. The technical proposals/bids securing 30 marks i.e. 60% of total marks (50) allocated for Technical Proposals or more in the technical evaluation will qualify for the next stage, i.e. financial bid opening. The bidder whose quoted prices are lowest will get the maximum marks (i.e. 50 marks) in financial evaluation using formulae given below:

<i>Bid Ratio</i>	<i>Lowest quoted price (a)</i>
	<i>Quoted price for which financial marks are require [For lowest it would be 1] (b)</i>

$$\text{Financial marks of (b)} = \text{Bid Ratio} \times 50$$

5.3. The cumulative effect of both Technical and Financial marks shall determine the position of the Bidders. The contract may be awarded to the Bidder(s) whose Bid is approved on the basis of evaluated to be most advantageous Bid as per PPRA Rules.

PART 2
INTRODUCTION OF THE ORGANIZATION, DESCRIPTION OF SERVICES
&
TERMS OF REFERENCES

SECTION I: INTRODUCTION OF THE ORGANIZATION

1. Background of National Savings Schemes (“NSS”)

1.1. Federal Government under Section 28 of Public debt Act, 1944 issues different debt securities (PIBs, T-Bills, Sukuk etc) in domestic market to raise funds to bridge the overall fiscal deficit. These securities are issued to different categories of investors, as per predefined criteria, either in whole sale market or at retail level. SBP manages the securities issued in whole sale market through auctions, however, retail securities are issued and managed through branch network of CDNS, PPOD, SBP BSC and scheduled banks. One of the categories amongst others is NSS which are offered to public by the Federal Government. Issuance, redemption, interest/coupon payment of these securities is administered/managed at different sale points. Sale proceeds of these securities are credited to national exchequer for the use of Government.

2. Role & Structure of CDNS

2.1 CDNS is defined as an Attached Department of Finance as per Schedule III of Rules of Business, 1973 (issued by Federal Government in exercise of the powers conferred by Articles 90 and 99 of the Constitution of the Islamic Republic of Pakistan). Key Role of CDNS is to formulate policies on NSS and offer it to public under following administrative infrastructure. There are 376 NSC across the county which offers NSSs to public. These offices are administratively controlled by 12 Regional Directorates supported by more than 38 auxiliary offices. NSC administration is as under:

3. Enforcement Framework

3.1. Being an attached department CDNS is bound to comply relevant laws, regulations and procedures issued by the Federal Government. E.g. provisions of Income Tax Ordinance, 2001, National Accountability Ordinance, 1999 & Federal Investigation Authority Act, 1974 spontaneously enforceable on the NSS regarding taxation, freezing of accounts and provision of information to inquiry officers respectively.

4. Enforceability of AML/CFT Regime in NSS

4.1. CDNS accept deposits against sale of NSS therefore, it comes under the definition of FI as per clause (i) of sub section (f) of section 2 of Anti-Money Laundering Act, 2010. As such, all the functions of CDNS pertaining to acceptance, redemption, coupon payment are subject to compliance of provisions of Anti-Money Laundering Act, 2010 which is the governing law for implementation of AML/CFT regime in Pakistan. Ministry of Finance, being the administrative authority of CDNS and issuer of NSS issues necessary orders to CDNS for compliance of AML/CFT regime.

5. Amendment in Anti-Money Laundering Act, 2010

5.1 The Parliament of Pakistan passed an amendment to the Anti-Money Laundering Act (AMLA)

2010 in September 2020. http://na.gov.pk/uploads/documents/1601023870_810.pdf.

Accordingly the National Savings AML-CFT Supervisory Board issued the National Savings (AML and CFT) Regulations, 2020 for Compliance of following AML-CFT requirements in CDNS:

http://www.finance.gov.pk/budget/NS_AML_CFT_Regulations_2020.pdf

- Risk Assessment and Mitigation
- Customer and Beneficial Owner Identification and Verification
- PEP and EDD
- Customer and Beneficial Owner Identification and Verification
- Reliance on Third Parties
- Internal Controls
- Targeted Financial Sanctions (TFS) Obligations
- Reporting of STR and CTR
- Record Keeping

6. Scale of Products and clientele

6.1. Outstanding liabilities of NSS as on Nov-2020 is Rs. 4,334 billion (approximately \$ 27 billion) which constitutes around 19% of overall domestic debt of Federal Government. Clientele of NSS is around 2 million. More details about products/branch network portfolio is available on <http://www.savings.gov.pk>

SECTION II: DESCRIPTION OF SERVICES

1. SOLUTION FOR SCREENING POLITICALLY EXPOSED PERSONS (“PEP”)

1.1. CDNS intends to explore an option for effective & efficient control to determine the PEP where we can run screening of our customers list against a commercial or in-house PEP Database, on a regular basis. This activity shall often be on real-time basis for clients being onboarded, and on weekly or monthly basis for data screening of existing. This practice will ensure that CDNS captures those customers who attain PEP status during onboarding process. Once such customers are identified, marked as PEP customers, they shall then be reviewed by Senior Management of CDNS and EDD shall be applied accordingly. The solution shall include, but shall not be limited to, the following PEP categories.

1.2. PEP Categories Required to be Identified are as follows:

1.2.1. Foreign PEPs are individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of State or government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, or important political party officials.

1.2.2. Domestic PEPs are individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, or important political party officials, coupled with locally enriched information such as CNIC numbers etc.

1.2.3. International organization PEPs are persons who are or have been entrusted with a prominent function by an international organization. It refers to members of senior management or individuals who have been entrusted with equivalent functions, i.e. directors, deputy directors and members of the board or equivalent functions.

1.2.4. Family members are individuals who are related to a PEP either directly/indirectly or through marriage or similar (civil) forms of partnership including Parents, siblings, uncles, aunts, grandparents, cousins, nieces and nephews.

1.2.5. Close associates are individuals who are closely connected to a PEP, either socially or professionally. Relationships with PEPs may pose to increase risks due to the likelihood that by holding of prominent or influential positions they may misuse their authority / power to influence for personal gain or advantage of self or for close family members and close associates. PEP's may also use their families or close associates to conceal funds or assets that have been generated from bribery and corruption.

- 1.3. Keeping in view the aforementioned, and in light of the internal Risk Based Approach and assessments, CDNS requires a comprehensive solution/database which can be integrated with the Core Business Application of CDNS.
- 1.4. CDNS also looks forward to receiving any adverse media information on PEPs listed in the database.
- 1.5. CDNS also expects that upon applying the 'Once a PEP always a PEP' principle the information of PEPs who have lost their position of influence due to transfers, postings, retirement, etc. shall also remain active on the database.
- 1.6. The expected PEP database should include one of the largest listings of PEPs profiles as well as family members, State Owned Enterprises and a proprietary list of government-owned and government-linked corporations and businesses.
- 1.7. The PEP Database includes detailed information of the PEP entries, including: Names, CNICs, Aliases, date and place of birth, photographs, positions, family members, associates and company holdings.
- 1.8. Includes direct access to the most comprehensive information available to assist with identifying true matches.

2. CONSULTANCY SERVICES

- 2.1. CDNS would require Consultancy services on the following domains:
 - 2.1.1. To review and align Compliance program
 - 2.1.2. To evaluate the existing structure and HR of AML-CFT Compliance Department to align it with Requirements of FATF and AML-CFT Laws.
 - 2.1.3. To develop comprehensive policies/guidelines/SOPs to strengthen the existing AML-CFT regime including the CDD, SDD, Record keeping, TFS etc.
 - 2.1.4. To assess Products and Clientele in terms of Risk Assessment
- 2.2. Authentication and validation of AML-CFT Systems
 - 2.2.1. Critically review the in-house developed AML-CFT solutions like Screening Solution, Transaction Monitoring System etc.
 - 2.2.2. Evaluate the internal audit mechanism including existing procedures/audit manuals
- 2.3. Training & Capacity building
 - 2.3.1. Development of Comprehensive Training Programs including training material, outreach plan on AML-CFT regime
 - 2.3.2. Capacity building of HR of Compliance Department through exposure in International workshops/seminars etc.

SECTION III: GENERAL TERMS & CONDITIONS

1. Validity of proposal

1.1. All proposal/bids and prices shall remain valid for a period of at least 180 days from the closing date of the submission of the proposal/bids.

2. Currency

2.1. All currency in the proposal shall be quoted in Pak Rupees (PKR) only otherwise bids would be rejected.

3. Withholding Tax, Sales Tax and other Taxes/Levies

3.1. 3.1. Tax/duties shall be deducted at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered purchase/supply by any bidder who signs the contract with the Government.

3.2. 3.2. The bidder will be responsible for payment of all taxes/duties on transactions and/or income, which may be levied by government from time to time.

4. Contracting (Signing of Agreement)

4.1. The selected vendor will submit Contract, for which draft may be obtained from procuring agency, and be signed on a stamp paper of Rs. 1000/- (which shall be notarized properly) within (15) days of issuance of work Order/letter of acceptance.

5. Governing Law

5.1. This and any contract executed pursuant to this RfP shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan. The Government of Pakistan and all bidders responding to this and parties to any contract executed pursuant to this shall submit to the exclusive jurisdiction to the Courts at Islamabad.

6. Term of the Agreement:

6.1. The agreement would be, initially for the period as under and renewable for such time as mutually agreed by the parties.

6.1.1. Solution for Screening of Politically Exposed Persons (“PEP”) initially for two years.

6.1.2. Consultancy for effective implementation of AML-CFT regime initially for one year.

7. Disclosure/ Integrity Pact

- 7.1. The firm hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
- 7.2. Without limiting the generality of the foregoing the firm represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 7.3. By signing this agreement, the Firm certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.
- 7.4. By signing this agreement, the firm accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
- 7.5. Notwithstanding any rights and remedies exercised by GoP in this regard, the Firm agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP.

8. Force Majeure

- 8.1. A "Force Majeure Event" shall mean act of God or any event or circumstance or combination of events or circumstances that are beyond the control of a Party and that on or after the date of

signing of this Agreement, materially and adversely affects the performance by that Part of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement; provided, however, that any such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” within the meaning of this Section to the extent that such material and adverse effect could have been prevented, overcome, or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Sites and the Facilities, as the case may be, from a casualty or other reasonably foreseeable event, which acts or activities are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of the protection measures. “Force Majeure Events” hereunder shall include each of the following events and circumstances that occur inside or directly involve Pakistan, but only to the extent that each satisfies the above requirements:

- 8.1.1. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
- 8.1.2. strikes, works to rule or go-slows that extend beyond the Sites, are widespread or nationwide;
- 8.1.3. Change in Laws of Pakistan;
- 8.1.4. Other events beyond the reasonable control of the affected Party, including, but not limited to, uncontrollable events, namely, lightning, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado, epidemic or plague, radioactive contamination or ionizing radiation;

9. Amicable Settlement

- 9.1. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an amicable and friendly manner between the parties. The Parties shall seek to resolve any dispute amicably by mutual consultation and discussion at the appropriate level of Parties or through the committee constituted, representing members from both sides, whichever is suitable to reach the amicable solution of dispute.
- 9.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within thirty (30)

days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that Party, disputes shall be settled by arbitration in accordance with the following provisions:

- 9.2.1. Failing amicable settlement, the dispute, differences or claims, as the case may be, shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration Act 1940 of Pakistan.
- 9.2.2. The arbitration shall be conducted at Islamabad, Pakistan before an arbitration panel comprising three (3) members, one to be nominated by each Party and the third nominated by the first two nominees (collectively, "arbitration panel").
- 9.2.3. The fees and expenses of the arbitrators and all other expenses of the arbitration shall initially be borne and paid equally by both the Parties, subject to determination by the arbitration panel. The arbitration panel may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
- 9.2.4. Any decision or award resulting from the arbitration shall be final and binding upon the Parties. The Parties agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets, wherever they may be found, and that a judgment upon the arbitral award may be entered in courts having jurisdiction at Islamabad only.
- 9.2.5. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published the Parties shall continue to perform all of their obligations under the Contract.

PART 3 – ANNEXURES

EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

S#	Technical Evaluation Criteria	Marks Distribution	Reference
1	Experience:	5	Place at Page No.____ of Bid
2	Clientele & Coverage:	10	Place at Page No.____ of Bid
3	Human Resource and Offices	5	Place at Page No.____ of Bid
4	Proposed allocation of HR for CDNS	10	Place at Page No.____ of Bid
5	Methodology for provisioning of PEP solution	10	Place at Page No.____ of Bid
6	Financial Soundness	5	Place at Page No.____ of
8	Affiliation /Accreditation	5	Place at Page No.____ of Bid

Format for Submission of Financial Proposal

S.No.	Service Description	Cost in PKR
1.	Cost of PEP searching solution (per years)	
2.	Consultancy Services	
	Total	

Name of Bidder and Stamp:	
Authorized Signature of Bidder:	