

روزنامہ نوائے وقت لاہور (5) 19 جنوری 2015ء



PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID FOR THE PROVISIONING OF SERVICES OF SOFTWARE SECURITY AUDIT FIRM FOR E-STAMPING SOLUTION FOR BOARD OF REVENUE, GOVERNMENT OF THE PUNJAB

Punjab Information Technology Board (PITB), Government of the Punjab, invites proposals for the Provisioning of Services of Software Security Audit Firm from valid registered, reputable, well-experienced and financially sound firms for security audit of e-Stamping solution for Board of Revenue, Government of the Punjab under the project titled "Automation of Stamp papers (e-Stamping)".

2. Tender Document is available at www.pitb.gov.pk and www.ppra-punjab.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box No.2 placed at Reception of the PITB office, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in National Newspapers or uploading of relevant Tender Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1600 hours on last date for submission of bids, as per PPRA Rules, 2014.
4. All bids must be accompanied by Bid Security at the rate of 2% of total Tender / bid value in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
5. All prospective firms are required to collect a Challan Form from the Procurement Assistant, PITB at below given address, to submit an amount of Rs.2,000/- in PITB's Account. The deposit slip must accompany the proposal; otherwise the proposal shall stand rejected.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per Government rules.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

Joint Director (Development & Procurement)

Punjab Information Technology Board

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(IPL-557)

Request for Proposal Document

No. 118022015-1

PROVISION OF CONSULTANCY SERVICES OF SOFTWARE SECURITY AUDIT FIRM FOR SECURITY AUDIT OF E-STAMPING SOLUTION FOR BOARD OF REVENUE, GOVERNMENT OF THE PUNJAB UNDER THE PROJECT TITLED “AUTOMATION OF STAMP PAPERS (E-STAMPING)”



Punjab Information Technology Board (PITB)

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Important Note:

Consultants must ensure that they submit all the required documents indicated in the RFP Documents without fail. Proposals received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the RFP Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Consultant for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Consultant Selection Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

<http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20ammended%20upto%2011.03.2014.pdf>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12 (1&2), this RFP Document is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this RFP Document is also placed online at the website of Purchaser. The RFP Document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 2,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid; otherwise the bid will stand rejected.

1.3 Method for selection

The consultant should be selected in accordance with the Rule 45(2) "Least Cost Selection" of PPRA Rules, 2014.

2. Bidding Details (Instructions to Bidders)

All proposals must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause “Bid Security” of this document in favor of “**Punjab Information Technology Board**”. The complete proposals as per required under this RFP document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of proposals i.e. **4th March, 2015**, late proposals shall not be considered. The Technical proposals shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on, **4th March, 2015**. In case the last date of proposal submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the proposals shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **24th February, 2015**. Any query received after said date may not be entertained. PITB will host a Pre-bid session at 4:00 pm, on **24th February, 2015**, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit proposals which comply with the RFP Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Proposal and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Proposal as to the correctness and sufficiency of its Proposal for the contract and price/cost quoted in the Proposal to cover all obligations under this Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Sajid Latif

Director General (e-Governance)

Email: latif.sajid@pitb.gov.pk

11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Ph: +92 42 35880062

Umar Mobeen Qureshi

Program Manager

Email: mobeen@pitb.gov.pk

11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Ph: +92 42 35880062

Secondary Contact

Muhammad Waseem Bhatti

Joint Director (Development & Procurement)

Email: waseem@pitb.gov.pk

11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Ph: +92 42 35880062

Bidders should note that during the period from the receipt of the proposal and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.4 "Consultant" means any entity or person that may provide or provides the Services to the Client under the Agreement.
- 3.5 "Bidder/Tenderer" means the interested Firm / Consultant / Company that may provide or provides the services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 "Contractor / Vendor" means the bidder whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.
- 3.11 "Day" means calendar day.
- 3.12 "Defects Liability Period" means the period following the start of services, during which the Contractor is responsible for making good, any flaws in Services provided under the Contract.
- 3.13 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.14 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.15 "Prescribed" means prescribed in the Tender Document.
- 3.16 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.17 "Services" means the services provided / required under the clause (6).
- 3.18 "Works" means work to be done by the Contractor under the Contract.
- 3.19 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- 3.20 "Data Sheet" means such part of the Instructions to Consultants used to reflect specific

conditions.

- 3.21 Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- 3.22 “Proposal” means the Technical Proposal and the Financial Proposal.
- 3.23 “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- 3.24 “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- 3.25 “Sub-Consultant” means any person or entity with whom the Consultant sub agreements any part of the Services.
- 3.26 “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Consultant, the Purchaser and the Client, the same shall be:
 - 5.1.1 in writing;
 - 5.1.2 issued within reasonable time;
 - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

6. Introduction

- 6.1 The interested Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 6.2 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.

- 6.3 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 6.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

Conflict of Interest:

- 6.5 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 6.5.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

i. Conflicting Activities:

A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

ii. Conflicting Assignments:

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

iii. Conflicting Relationships:

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

- 6.5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said

situations may lead to the disqualification of the Consultant or the termination of its Agreement.

- 6.5.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage:

- 6.5.4 If an interested Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all interested Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption:

- 6.6 The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and

- (d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.
- 6.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above clause- 6.6. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 6.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form.

Only One Proposal

- 6.9 Interested Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

Proposal Validity

- 6.10 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub Contractor

- 6.11 In case a Consultant intends to associate with subcontractor (Consultants or individual expert(s)), such other subcontractor (Consultants and/or individual expert(s)) shall be subject to the eligibility criteria set forth in the Guidelines.

7. Clarification and Amendment of RFP Documents

- 7.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under clause-7.2
- 7.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be

sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8. Preparation of Proposals

- 8.1 The Proposal (see clause-6.1), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet
- 8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 8.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If interested Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with other consultant. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Technical Proposal Format and Content

- 8.4 The Technical Proposal shall provide the information indicated in the following clauses from (a) to (g) using the attached Technical Proposals - Standard Forms. Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.
 - (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Technical Proposals - Standard Forms. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support,

office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Technical Proposals - Standard Forms).

- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Technical Proposals - Standard Forms. The work plan should be consistent with the Work Schedule (Form TECH-8 of Technical Proposals - Standard Forms) which will show in the form of a bar chart the timing proposed for each activity.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Technical Proposals - Standard Forms).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Technical Proposals - Standard Forms). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Technical Proposals - Standard Forms) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
 - (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

- 8.6 The Financial Proposal shall be prepared using the attached Financial Proposals - Standard Forms. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes:

- 8.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes.
- 8.8 Consultants should express the price of their services in Pakistan Rupees..

- 8.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Financial Proposals - Standard Forms.

9. Submission, Receipt and Opening of Proposals

- 9.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see clause- 6.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Technical Proposals - Standard Forms, and FIN-1 of Financial Proposals - Standard Forms.
- 9.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.
- 9.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in clause-9.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 9.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, and with a warning “Do Not Open With The Technical Proposal”. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 9.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with clause-7.2. Any proposal received by the Client after the deadline for submission shall be returned unopened .
- 9.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

10. Proposal Evaluation

- 10.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination,

evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 10.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Evaluation of Financial Proposals

- 10.3 The financial proposals of technically qualified consultants shall be opened and the consultant with the Least Cost should be selected and invited to negotiate its proposal and the Agreement in accordance with the instructions given under clause-11 of these Instructions.

Public Opening and Evaluation of Financial Proposals (Only LCS)

- 10.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is must.
- 10.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 10.6 The Purchase Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under clause-8.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Purchase Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

- 10.7 The consultant with the Least Cost should be selected and invited to negotiate its proposal and the Agreement in accordance with the instructions given under clause-11 of these Instructions.

11. Negotiations

- 11.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

Technical Negotiations

- 11.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial Negotiations

- 11.3 It is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. Financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget.

Availability of Professional Staff / Experts

- 11.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in this document to negotiate.

Conclusion of the Negotiations

- 11.5 Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If

negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.

12. Award of Agreement

- 12.1 After completing negotiations the Client shall award the Agreement to the selected Consultant and publish details on the Planning & Development Department website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 12.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

13. Confidentiality

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

14. Data Sheet

Name of the Client: <u>Punjab Information Technology Board. (PITB)</u>
Method of selection: <u>Least Cost Selection (LCS)</u>
Financial Proposal to be submitted together with Technical Proposal: Yes
Name of the assignment is: “Provision of Consultancy Services of Software Security Audit Firm For Security Audit of E-Stamping Solution For Board Of Revenue, Government Of The Punjab Under The Project Titled “Automation Of Stamp Papers (E-Stamping)”
A pre-proposal conference will be held: Yes
Proposals must remain valid for <u>90 Days</u> after the tender closing date.
Proposals shall be submitted in the English language.
Firms should submit details of 5 assignments completed by the firm on the prescribed Performa attached at FORM TECH-2.
CVs should contain details on 05 projects done by the individual in the past.
Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes
Consultant must submit the original and one copy of the Technical Proposal, and the original

and one copy of the Financial Proposal.
The Proposal submission address is: Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore. Proposals must be submitted no later than the following date and time: On or before 4th March, 2015 during office hours till 3:00 PM
Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are given under Clause-22
Expected date and address for agreement negotiations: Expected date: 10th March, 2015. Address: Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Expected date for commencement of consulting services is 25 th March, 2015 at: Punjab Information Technology Board, 11 th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore

15. Eligibility/Qualification Criteria

Eligible Consultant is a Consultant who:

- 15.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (2) years as on;
- 15.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 15.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN) as well as Punjab Revenue Authority(PRA) or Sindh Revenue Authority(SRA);
- 15.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory);
- 15.5 must be an ISO 27001 Certified Organization;
- 15.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
- 15.7 The resources assigned on the project must possess relevant information security certifications such as ISO 27001 LA, C|EH, ECSA, etc.
- 15.8 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.
- 15.9 Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
 - a. Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. Origin" shall be considered to be the place from which the Services are provided.

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process.

16. Tender Price

- 16.1 The quoted price shall be:
 - 16.1.1 in Pak Rupees;

- 16.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;
- 16.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 16.1.4 including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).
- 16.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 16.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

17. Bid Security (Earnest Money)

- 17.1 The Consultant shall furnish the Bid Security (Earnest Money) as under:
 - 17.1.1 for a sum equivalent to 2% of the Total Tender Price;
 - 17.1.2 denominated in Pak Rupees;
 - 17.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
 - 17.1.4 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
 - 17.1.5 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
 - 17.1.6 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 17.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
 - 17.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 17.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 17.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 17.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Consultant upon furnishing of the Performance Security.

18. Modification / Withdrawal of the Proposal

- 18.1 The Consultant may, by written notice served on the Purchaser, modify or withdraw the Proposal after submission of the Proposal, prior to the deadline for submission of the Proposals.
- 18.2 The Proposal, withdrawn after the deadline for submission of the Proposal and prior to the expiration of the period of the validity, shall result in forfeiture of the Bid Security.

19. Opening of the Tender

- 19.1 Technical Proposals shall be opened at 1600 hours on the last date of submission of Proposals i.e. **4th March, 2015**, in the presence of the Consultants / there representatives for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of proposal submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the proposals shall be the next working day.

- 19.2 The Consultant's name, modifications, withdrawal, security, attendance of the Consultants and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 19.3 No Consultant or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during proposal opening meeting at given time and location.

20. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Proposal, from any or all the Consultant(s). No change in the price or substance of the Proposal shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Proposal. Acceptance of any such correction is sole discretion of the purchaser

21. Determination of Responsiveness of the Proposal (Tender)

- 21.1 The Purchaser shall determine the substantial responsiveness of the Proposal to the RFP Document, prior to the Proposal evaluation, on the basis of the contents of the Proposal itself without recourse to extrinsic evidence. A substantially responsive Proposal is one which:
- 21.1.1 meets the eligibility criteria given herein this RFP document/ the Services;
 - 21.1.2 meets the Technical
 - 21.1.3 \Specifications for the Services;
 - 21.1.4 meets the delivery period / point for the Services;
 - 21.1.5 in compliance with the rate and limit of liquidated damages;
 - 21.1.6 offers fixed price quotations for the Services;
 - 21.1.7 is accompanied by the required Bid Security as part of financial bid envelope;
 - 21.1.8 The original receipt of tender fee submitted, attached with technical bid envelope;
 - 21.1.9 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-8;
 - 21.1.10 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 21.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 21.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 65% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 65% of the marks and at least 35% marks in each category as mentioned in the table below will be accepted in technical proposal, and their financial bids will be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration / Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper)	Mandatory
Company Strength/ Experience	Company Experience	10 Marks
	Relevant Projects & References	30 Marks
	ISO 27001 Certification	20 Marks
	Team Experience & Certification	20 Marks
	Proposed Methodology and Technical Approach	20 Marks
Financial Strength	Average Working Capital in last 3 years.	No marks if Audited reports/balance-sheets are not attached. - Working Capital Rs. 5 Million = 1 - Working Capital > Rs. 5 Million but $\leq$ 10 Million = 2 - Working Capital > Rs. 10 Million but $\leq$ 15 Million = 3 - Working Capital > Rs. 15 Million = 4
	Average annual turnover of minimum Rs.20 million over the last three (03) years	No marks if Audited reports/ balance-Sheets are not attached - Average annual turnover $\geq$ 10 Million but $\leq$ 20 Million = 4 - Average annual turnover > 20 Million = 8

		No points for turnover less than Rs.10 million
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Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Proposal

24.1 The Purchaser shall have the right, at his exclusive discretion, to decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

24.2.3 incomplete, partial, conditional, alternative, late; or

- 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.6 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.11 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.12 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.13 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.14 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.15 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

- 27.1 The successful Consultant shall furnish Performance Security as under:
 - 27.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;
 - 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 27.1.3 for a sum equivalent to 10% of the contract value;
 - 27.1.4 denominated in Pak Rupees;
 - 27.1.5 have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 27.2.1 If the Contractor commits a default under the Contract;
 - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;

- 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.
- 28. Redressal of grievances by the procuring agency**
- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

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III.	Technical Specifications

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Purchaser]** (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain Services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications
 - f. Tender Form
 - g. Price Schedule

- h.** Affidavit(s)
- i.** Authorized Dealership / Agency Certificate
- j.** Performance Security
- k.** Service Level Agreement (SLA) (if required)
- l.** Non-Disclosure Agreement (if required)

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

II. General Conditions of Draft Contract

29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the RFP Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

30. Contract Duration

The Contract duration is initially for one (1) year from the date of issuance of Acceptance Letter and extendable, based on provisioning of satisfactory services by the service provider.

31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

33. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

34. Commercial Availability

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that similar Services shall have been rendered / delivered under two separate contracts by the service provider locally.

35. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

36. Execution Schedule

The Contractor shall start delivery of services within four (04) weeks from written intimation by the concerned Technical Team of PITB subsequent to the issuance of Letter of Acceptance (LOA).

37. Payment

- 37.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 37.2 The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 37.3 The Client shall get verified the details of Services delivered against the invoice and Payment shall be made on complete delivery of services on actual basis as per details given in relevant Letter of Acceptance.
- 37.4 The Client shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Client shall make payment for the Services provided to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- 37.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract
- 37.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Acceptance (LOA) till termination of the signed contract in this regard.

38. Price

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

39. Contract Amendment

- 39.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 39.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 39.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 39.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

40. Assignment / Subcontract

- 40.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 40.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

41. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

42. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract /

violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

43. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

44. Forfeiture of Performance Security

44.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

44.1.1 If the Contractor commits a default under the Contract;

44.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

44.1.3 If the Contractor violates any of the terms and conditions of the Contract.

44.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

44.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

44.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

45. Termination for Default

45.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

45.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

46. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time,

without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

47. Termination for Convenience

47.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

47.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

47.2.1 to have any portion thereof completed and delivered; and/or

47.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

48. Force Majeure

48.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

48.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

48.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

48.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

48.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

49. Dispute Resolution

49.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

49.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

50. Statutes and Regulations

50.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

50.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

50.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

51. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

52. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

53. The Client

54.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

54.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

54.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner

54. Authorized Representative

55.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

55.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

55.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

55.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

55.5 Notwithstanding Clause 55.2, any failure of the Authorized Representative to disapprove any Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

55.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

55. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

56. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees; Have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Performance Security	The successful Contractor shall furnish Performance Security as under: within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u>
Delivery of Services (Start of Operations)	Within four (04) weeks from written intimation by the concerned Technical Team of PITB subsequent to the issuance of Letter of Acceptance (LOA).
Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

TERMS OF REFERENCE FOR CONSULTANCY SERVICES OF SOFTWARE SECURITY AUDIT FIRM FOR SECURITY AUDIT OF E-STAMPING SOLUTION

Brief Background

Government of the Punjab collects revenues through provincial own sources. Collection of Stamp Duty is one of the revenue sources for the Government of the Punjab. Board of Revenue, Government of the Punjab is responsible agency for collection of the revenues through Stamp Duty.

There are two types of stamps: Judicial and Non-Judicial, used for collecting stamp duty under Stamp Act 1899. Judicial Stamps are used in relation to the administration of justice in courts and non-Judicial Stamps are used on documents related to the transfer of property, commercial agreements etc. The non-judicial stamp papers worth Rs. 1,000 or more are referred to as high value Stamp papers. These Stamp papers are only issued by the Treasury offices of the district.

Almost 95.89% of revenue under stamp duty is collected from these high value stamps.

The current system of issuance of high value non-judicial stamp papers begins with assignment of a number and head of account on form 32-A by treasury office and deposition of Stamp fee along with all taxes through Challan Form 32-A either in the State Bank or National Bank. The original Challan after due payment is handed over to treasury officials. Scroll / Payment Information is received by the Treasury Office in 24/48 hours. The buyer or his agent receives the stamp paper after two to three days from the treasury office.

Some of the major issues in the existing arrangement include security threat despite the security paper and serial number as verification in a manual system is nearly impossible due to large numbers and multiple contacts required with the treasury. The process is time consuming so people usually resort to the services of various middle men increasing the cost of transaction besides excess stamp duty payment due to denomination constraints. On the side of Board of Revenue there is a high Administration cost including printing, stocking, security, safekeeping, distribution and difficulties of accounting / reconciliation due to manual system.

The proposed system will be online and any person desirous of purchasing high value non-judicial stamp can access the system by a simple internet connection and will use the stamp duty calculator for calculation of stamp duty. The value of stamp duty will be calculated on the basis of data provided by the buyer (area of the land, location, covered area, commercial / residential etc.) and DC valuation tables built into the system. The names of the buyer, seller and the person through whom stamps are being purchased will be fed into the system along with their CNIC No.(s) which will be verified online from NADRA database in real time before generating the stamp papers.

Challan form 32-A will be generated based on the above data and buyer of the stamp paper can go to the nearest branch of National Bank / Bank of Punjab or any other branch of schedule bank or at the dedicated Bank counters established in the offices of Sub-Registrars. This Challan form 32-A can be generated by the buyer himself or from the bank or sub-Registrar office. On payment of stamp duty the bank counter will print the stamp paper on especially designed legal size paper. This stamp paper will be submitted to the sub-Registrar / housing society / Authority / land developers, as the case may be. These authorities will be provided limited access to the database of e-Stamping where from they will be able to verify genuineness of e-Stamp paper, eliminating chances of usage of fake stamps. On utilization of the stamp paper these authorities will inform the system through a click of button, whereupon the same entry in the database will be crossed by red strike through line which will restrict reuse of same stamp paper.

If the competent authorities (Sub-Registrar, Housing Society etc.) feel on some material grounds that the Stamp Duty paid is on lower side they can ask for deposit of further amount on account of same transaction and the system will have the capacity to accept this additional amount and issue further stamp papers against same ID number. In case of dispute in the valuation the document will be dealt with under stamp law.

In order to facilitate the public, besides Stamp Duty, Capital Value Tax, Registration Fees and Mutation Fees will also be collected through same Challan.

The receiving Banks will ensure realization of receipts into account 1 of Provincial Government through Real Time Gross Settlement (RTGS) within 24 hours. The system will also provide the access to Finance Department (treasury / district account office) and Board of Revenue for maintaining accounts / reconciliation on real time basis.

Bank receives the required amount; update account information and update the e-stamping payment module. The project is designed to enhance efficiency by re-engineering the business process, save extra expenditures and time being incurred upon printing of stamps and their transportation from Karachi and its storage. The main objectives of the proposed e-stamping system are:

- Facilitation of general public by minimizing their visits to Government offices and contact with Government Officials.
- prevent paper and process related fraudulent practices
- prevent leakage of government revenues
- store information in electronic form
- build a central database to make an ease of the verification process

Objective of Consultancy

Hiring process for main technical consultant for the development of e-stamping solution is also in process parallel to the hiring of **software security audit firm**. The firm selected as a result of this RFP will have to work very closely with the e-stamping solution provider right from the beginning of the development life cycle till end including all phases. The main objective of hiring of security audit firm is to secure the Application software, Databases, Data, and Information etc. and to ensure the availability of resources including the network to authorized users without any disruption or degradation. Detailed scope of work for the software security audit firm is as follows:

The bidder can add or counter propose any tasks that they deem as necessary for completeness and effectiveness. The successful bidder will have to sign NDA and the Information Security Compliance Statement at the time of signing off the contract stating that they will not disclose any internal architecture or software security policy implemented within the system; and the solution made by the firm is upto the mark and comply with/ meet all international standards for system security solution.

Special Notes for the Applicants pertaining to Scope of Work:

The applicant may propose additional features to the solution based on the understanding and best practices. The applicant needs to specify implementation and operational methodology for verifying the security compliance of the application being developed. The applicants are also supposed to have a look on the RFP for software solution of e-stamping to have a detailed and better understanding of the system being proposed and developed. The successful bidder will have to look into the areas consisting but not limited to the following:

The vendor can add or counter propose any tasks that they deem as necessary for completeness and effectiveness.

Details of the system and network infrastructure, and their locations, will be provided to vendors who have submitted expression of interest and have signed both the NDA and the Information Security Compliance Statement.

System architecture design/ code review

Review the network and system architecture from a security, integrity and availability perspective. The review aims to find out if the architecture is capable of meeting e-stamping objectives considering the infrastructure as a whole. Sample code to be audited during the software development life cycle to ensure compliance with Secure Coding Practices.

External network/firewall vulnerability assessment

Perform network based security scans to identify security weaknesses of components supporting the critical IT infrastructure and the e-stamping solution.

External penetration test to e-stamping solution

Conduct penetration tests to identify security holes of web application designed to collect the stamp duty.

Router, firewall and switch review

Use automated or manual techniques to check security settings of the routers, firewalls and switches to ensure that they are sufficiently protected from hackings and security attacks.

Application security review

Review the security settings and configuration of the e-stamping application. The review aims to uncover the security control weaknesses of the major applications.

Database server/DBMS review

Review the security settings of database servers and the proposed backup servers. The review aims to identify any database security issues.

Internal vulnerability scanning – operating systems

Check and identify any vulnerability in the operating systems being proposed. The check aims to identify any vulnerability that can be exploited with access to the server being tested.

Internal penetration test – network services

Check and identify any vulnerability in the operating systems. The check aims to identify any vulnerability that can be exploited through other machines within the local network and not externally reachable.

Training on Secure Coding

Provide training to the development team on best security practices and guidelines for Secure Coding irrespective of the technology used for developing the application.

The Consultant shall ensure that solution is in conformity with Security Standard ISO 27001: Information Security Management System (ISMS).

Physical & environmental security review

Perform review of physical and environmental security of development and hosting environments covering review of controls related site security as well as equipment and cabling security arrangements.

Quarterly vulnerability assessment and penetration testing

In order to evaluate the security posture of the application and the network against the changing threat landscape, the vendor is expected to conduct the quarterly vulnerability assessment and penetration testing for 2 years after Go Live.

Deliverables

- For each of the items above, bidder is expected to give detailed reports detailing the findings as well as the resolutions, including the corrective, preventive and detective measures
- A briefing session to the management which summarize the findings as well as the resolutions.

Disclosure of the tools used

The Contractor is required to disclose the actual tools to be used to conduct the audits.

TECHNICAL SCOPE SUMMARY

Technologies used for e-Stamping Solution:

Front end	
Backend	
Database(s)	

Operating System(s)	
---------------------	--

External Vulnerability Assessment & Penetration Scope:

Number of Internet-Facing (Public) IP Addresses	
Number of Firewall(s) on Internet Facing (Public) IP Address(es)	

Internal Vulnerability Assessment & Penetration Testing Scope:

Total Number of IP Addresses in the scope	
Number of Routers	
Number of Switches	
Number of Servers	
Number of Database Servers	

The Contractor will have to sign Non-Disclosure Agreement (NDA) separately with the Government of the Punjab that information / data, algorithms and critical flow systems will not be shared with anyone in any case.

Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Location: _____ Date _____

To:

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 *[In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]*

2 *[Delete in case no association is foreseen.]*

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram/Availability of quality Management System

A-I

1. Whether your Firm is ISO Certified? If so provide a copy of ISO Certification.
2. Firms Quality Management System. How does your firm maintain quality at every step of consultancy assignment? Provide your firm's quality management mechanism in descriptive form.

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment	
1. Firms Name: 2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

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

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

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

6. **Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____

8. **Other Training** [Indicate significant training since degrees under 6 - Education were obtained]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

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

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project & Location: _____ Cost of Project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project & Location: _____ Cost of project _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

3) Name of assignment or project & Location: _____ **Cost of Project** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

4) Name of assignment or project & Location: _____ **Cost of project** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

5) Name of assignment or project & Location: _____ **Cost of project** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

 Full time input
 Part time input

Year:																	
No	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home ³	Field	Total	
Local																	
1	[Home]																
	[Field]																
2																	
3																	
N																	
										Subtotal							
										Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year: _____													
N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal ²	

.
Indicate the total costs, inclusive of all applicable local taxes. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² 	Description: ³
Cost component	Costs
	Pak Rupees
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Pak Rupees
Local Staff				
		[Home]		
		[Field]		
Total Costs				

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

N/A

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

[illegible]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.:
draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	Pak Rupees
	Miscellaneous travel expenses	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Use of computers, software					
	Laboratory tests.					
	Subagreements					
	Local transportation costs					
	Transport Rent					
Total Costs						

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR

Sample Form

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

ANNEXURE-A

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a)** To be executed by an authorized representative of the bidder.
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-B

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

(To be submitted on legal stamp paper)

(Integrity Pact)

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

_____, Notary Public

ANNEXURE-D

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2015.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-E

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this _____ day of 2015.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____