PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of:

i. Development and Implementation Services of E-Stamping Solution for the Project Titled "Automation of Stamp Papers (E-Stamping)".
ii. NFC Chips Embedded Booklets for the EPI (Extended Program for Immunization) Department.
iii. Mobile Handsets / Smart Phones for the Project Titled "IT Centric Interventions & Smart Monitoring Program under PPMRP".

a. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
b. The tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Documents are also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.
c. 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, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1500** Hours on last date of submission of bids i.e. **19th April, 2018**, and bids shall be opened at **1530** hours on the same date, as per PPRA Rules, 2014.
d. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
e. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

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.

Director (Development & Procurement)
Punjab Information Technology Board
13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
Ph: (042) 35880062, Fax (042) 99232123 Web: www.pitb.gov.pk

Tender Document

Tender No. 302042018-1

TENDER FOR THE PROCUREMENT OF DEVELOPMENT AND IMPLEMENTATION SERVICES OF E-STAMPING SOLUTION FOR THE PROJECT TITLED "AUTOMATION OF STAMP PAPERS (E-STAMPING)"

Punjab Information Technology Board (PITB)

13th Floor, Arfa Software Technology Park (ASTP),

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

Contents

Contents 2
Important Note: 5
Applicability of Punjab Procurement Rules, 2014 5
Invitation to Bid 5
Bidding Details (Instructions to Bidders) 7
TERMS AND CONDITIONS OF THE TENDER 9
3 Definitions 9
4 Headings and Titles 10
5 Notice 10
6 Tender Scope 10
7 Tender Eligibility/Qualification Criteria 11
8 Tender Cost 11
9 Joint Venture / Consortium 12
10 Examination of the Tender Document 12
11 Clarification of the Tender Document 12
12 Amendment of the Tender Document 13
13 Preparation / Submission of Tender 13
14 Tender Price 16
15 Bid Security (Earnest Money) 16
16 Tender Validity 17
17 Modification / Withdrawal of the Tender 17
18 Opening of the Tender 17
19 Clarification of the Tender 17
20 Determination of Responsiveness of the Bid (Tender) 18
21 Correction of Errors / Amendment of Tender 18
22 TECHNICAL EVALUATION CRITERIA 19
23 FINANCIAL PROPOSAL EVALUATION 20
24 Rejection / Acceptance of the Bid 21
25 Award Criteria 22
26 Acceptance Letter 22
27 Performance Security 22
28 Redressal of grievances by the procuring agency 23
DEFINITIONS 26
1 SCOPE OF AGREEMENT 28
2 AGREEMENT DOCUMENTS 28
3 EXECUTION OF THE PROJECT AND RESPONSIBILITIES OF PARTIES 29

4 PRICE, TERMS OF PAYMENT AND TAXES 33
5 PAYMENT 33
6 CONFIDENTIALITY 34
7 REPRESENTATIONS, WARRANTIES, COVENANTS AND, DISCLAIMERS; 36
8 PACKING AND INSURANCE 36
9 INDEMNIFICATION; LIMITATION OF LIABILITY 37
10 TERMINATION 38
11 LIQUIDATED DAMAGES 39
12 PERFORMANCE SECURITY 39
13 Forfeiture of Performance Security 39
14 FORCE MAJEURE 40
15 AMENDMENT OR VARIATION 41
16 WAIVERS 41
17 ASSIGNMENT / SUBCONTRACT 41
18 ENTIRE AGREEMENTS 41
19 NOTICES 42
20 SEVERABILITY 42
21 CONTRACT LANGUAGE 42
22 STATUTES AND REGULATION 42
23 DISPUTE RESOLUTION 43
24 AUTHORIZED REPRESENTATIVE 43
25 NON-SOLICITATION OF PARTIES' EMPLOYEES 43
26 WORK PRODUCTS OWNERSHIP 44
27 CONTRACT COST 44
28 PRICE 44
29 PATENT RIGHTS AND RIGHTS TO THE CONTENT OF THE PROGRAM 44
30 STANDARDS 45
31 OPERATION AND MAINTENANCE 45
32 BLACKLISTING 45
33 CONTRACT DURATION 45
SCHEDULE-1: 47
SCHEDULE-2: 48
SCHEDULE-3: 50
SCHEDULE-4: 51
SCHEDULE-5: 52
STATEMENT OF WORK 55

SCHEDULE-6: 60
Brief Background 62
Objective of the Assignment 62
Scope Duties and Responsibilities of Contractor 64

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding 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 Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding 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.

Invitation to Bid

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**

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 Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs.1000/- .Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

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.1,000/- in PITB's account. The deposit Slip/Challan Form must accompany respective bid.

1.3. Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) The lowest evaluated bidder shall be awarded the contract.

Bidding Details (Instructions to Bidders)

All bids 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 bids as per required under this tender document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, Lahore, not later than 1500 hours on last date of submission of bids i.e. **19th April, 2018,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1530 hours on **19th April, 2018.** In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the software /services must be received in writing to the Purchaser till **07th April, 2018.** Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a pre-bid meeting at **12:00-PM** on **09th April, 2018**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options 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 Bid 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.

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

Haider Ali
Sr. Software Engineer
Punjab Information Technology Board, Government of Punjab
1st Floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: haider.ali@pitb.gov.pk
Office Phone: 042-35880062

Hammad Hasan Hamdani
Joint Director (Admin/HR/Finance)
Punjab Information Technology Board, Government of Punjab
1st Floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: hammad.hasan@pitb.gov.pk
Office Phone: 042-35880062

Secondary Contact

Ali Mazhar
Joint Director (Technical)
Punjab Information Technology Board, Government of Punjab
1st Floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: ali.mazhar@pitb.gov.pk
Office Phone: 042-35880062

Muhammad Shaukat Qureshi
Joint Director (Procurement), PITB
Punjab Information Technology Board, Government of Punjab
13th Floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Email: muhammad.qureshi@pitb.gov.pk
Office Phone: 042-35880062

Bidders should note that during the period from the receipt of the bid 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 items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

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 goods/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. "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the software application and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.6. "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.

3.7. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

3.8. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9. "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 apportionable to the Goods or Services in question.

3.10. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.11. "Day" means calendar day.

3.12. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in and 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. "Goods" means software which the Contractor is required to supply to the Purchaser under the Contract.

3.15. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.16. "Prescribed" means prescribed in the Tender Document.

3.17. "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.

3.18. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing

3.19. or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.20. "Services" means installation, configuration, deployment of software, commissioning, testing, training, support, after sale service, etc. of other such obligations which the Contractor is required to provide to the Purchaser under the Contract and as defined in Clause 6 and **Annexure–A**.

3.21. "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.22. "Works" means work to be done by the Contractor under the Contract.

3.23. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

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 Contractor, the Purchaser and the Client, the same shall be:

5.2. in writing;

5.3. issued within reasonable time;

5.4. 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

5.5. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6 Tender Scope

6.1. Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for Software development for the Project Titled "Automation of Stamp Papers (e-Stamping)".

6.2. Detailed items pertaining to scope are mentioned in **Annexure-A**, compliance to which is absolutely essential.

7 Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (2) years;

7.1.2 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);

7.1.3 has valid Registration of Sales Tax (ST) & National Tax Number (NTN);

7.1.4 Has submitted bid for complete items and relevant bid security.

7.1.5 Must have ICT/ software development experience of last two years;

7.1.6 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 is mandatory), failing which will cause rejection of the bid;

7.1.7 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.8 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.9 Goods and 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 where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8 Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9 Joint Venture / Consortium

Following are minimum qualification requirements of JV:

9.1. The Tenderers may form a joint venture. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.

9.2. There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.

9.3. One partner of the participating Joint Venture shall be designated the Lead Partner. If awarded the contract, the Lead Partner would enter into legal agreement with the Client on behalf of the Joint Venture and would receive instructions and incur liabilities.

9.4. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the agreed terms and conditions. In case of award of Contract, the Contract Agreement shall be signed by the Lead Partner. All the partners shall be jointly and severally liable for the execution of the project in accordance government rules and regulations.

9.5. Credentials of lead partner or its JV partner are valid for evaluation.

10 Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11 Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) 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.

12 Amendment of the Tender Document

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13 Preparation / Submission of Tender

13.1 The tenderer must bid for complete scope of this tender.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Technical Proposal shall comprise the following, without quoting the price:

13.6 Technical Proposal Form (**Annexure-B**)

- 13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G & Annexure-H)**
- 13.6.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.6.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 13.6.4 Evidence of eligibility of the Tenderer and the Goods / Services.
- 13.6.5 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.6.6 Technical Brochures / Literature
- 13.6.7 List of firm's major international and national clientele
- 13.6.8 Submission of undertaking 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.
- 13.6.9 Valid Registration Certificate for Income Tax & Sales Tax
- 13.6.10 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.7 The Financial Proposal shall comprise the following:

- 13.7.1 Financial Proposal Form (**Annexure-C**)

13.7.2 Price Schedule (**Annexure-D**)

13.7.3 Bid Security (**Earnest money), as per provisions of the clause Bid Security of this document**

13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name: Procurement of Development and Implementation Services of E-Stamping Solution for the Project Titled "Automation of Stamp Papers (E-Stamping)"

Tender No. **302042018-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name. Procurement of Development and Implementation Services of E-Stamping Solution for the Project Titled "Automation of Stamp Papers (E-Stamping)"

Tender No. **302042018-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.10 The Tenderer shall follow the same process for the Financial Tender.

13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name. Procurement of Development and Implementation Services of E-Stamping Solution for the Project Titled "Automation of Stamp Papers (E-Stamping)"

Tender No. **302042018-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name. Procurement of Development and Implementation Services of E-Stamping Solution for the Project Titled "Automation of Stamp Papers (E-Stamping)"

Tender No. **302042018-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.13 The Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

13.15 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14 Tender Price

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.4 Including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 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).

14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

15 Bid Security (Earnest Money)

15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum of 450,000/- (Rupees);

15.1.2 denominated in Pak Rupees;

15.1.3 As part of financial bid envelope, failing which will cause rejection of bid;

15.1.4 In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity

specified by the Tenderer on the Tender Form; or

15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

15.2.3 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.

15.3 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 Tenderer upon furnishing of the Performance Security.

16 Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17 Modification / Withdrawal of the Tender

17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18 Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 1530 hours on the last date of submission of bids i.e. **19th April, 2018**, in the presence of the Tenderer(s) 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 bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19 Clarification of the Tender

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

20 Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Services

20.1.3 meets the delivery period / point for the Goods / the Services

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods / the Services , whereby no optional offer / bid or price is allowed;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope.

20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

20.3 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.

21 Correction of Errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22 TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% 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 70% of the marks and at least 30% 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 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)	Relevant business experience of last two (02) years	Required
	Valid Income Tax Registration	Required
	Sales Tax Registration (Status = Active with Relevant Authorities)	Required
	Submission of undertaking 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.	Required
	Compliance to the technical specifications of software to be procured mentioned vide Annexure-A	Required
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required

Similar Projects	1 Project	1. Name of Reference 2. Description of the Application System Configuration	70 Marks

	2 Projects	(Please clearly distinguish items/ features for "Built from Scratch solution" or "Packaged Solution". For 'Packaged Solution", please indicate version number) 3. Scope of the Reference 4. Application Environment (e.g. System Software, Application Software, Hardware used) 5. Scope of work. 6. Specify the total number of concurrent users more than 1500 as per average. 7. Did the application system include interface with other applications (Including interface for 3rd Party applications such as banking system etc.)? Please describe. 8. Application System user base - Number of users more than 1500 as per average 9. Commencement Date 10. Implementation Date 11. Number of Supplier personnel in the projects 12. Implementation Status 13. Customer contact(s)		100 Marks
Financial Strength/ Experience	Average Annual Revenue of last two (02) years (Verifiable through financial statements) (Max Points 100)	10-14 million	25 Points
		15-19 million	50 Points
		20-24 million	75 Points
		25 million & above	100 Points

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/goods/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 taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

24 Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) 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 bid security is not submitted;

24.2.6 The Tenderer refuses to accept the corrected Total Tender Price; or

24.2.7 The Tenderer has conflict of interest with the Purchaser; or

24.2.8 The Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.9 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.10 The Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.11 The Tenderer fails to meet the evaluation criteria requirements (clause-22);

24.2.12 The tenderer has been blacklisted by any public or private sector organization;

24.2.13 The tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

24.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

24.2.15 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.

24.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

24.2.17 Non-submission of verifiable proofs against the mandatory as well as general

documentary, qualification and eligibility related requirements.

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

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 Tenderer/The Contractor shall furnish Performance Security as under:

27.1.1 within twenty eight (28) 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 warranty period, 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.

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.

AGREEMENT

BY AND BETWEEN

PUNJAB INFORMATION TECHNOLOGY BOARD

AND

[Company Name]

TENDER FOR THE PROCUREMENT OF DEVELOPMENT AND IMPLEMENTATION SERVICES OF E-STAMPING SOLUTION FOR THE PROJECT TITLED "AUTOMATION OF STAMP PAPERS (E-STAMPING)"

Dated: []

Punjab Information Technology Board

Government of the Punjab

11th Floor, Arfa Software Technology Park,

346-B, Ferozepur Road, Lahore, Pakistan

This CONTRACT AGREEMENT (this "Contract") made as of the [Dated], between PUNJAB INFORMATION TECHNOLOGY BOARD (the "Purchaser"), on the one part,

and

[Company Name], 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 of Punjab 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 assignment 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:

a) 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.

b) 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.

c) The following shall be deemed to form and be read and construct as part of this Contract:
    1. The Tender Document
    2. Contractor's Proposal
    3. Performance Security
    4. Non-Disclosure Agreement
    5. TORs for Security Audit (to be conducted by third party)

d) 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.

DEFINITIONS

In this Contract the following words and expressions shall have the meanings ascribed to them below except where the context otherwise requires:

"Acceptance Period" means a time period laid down in clause 3.7.2 of this Contract for acceptance of a deliverable;

"Contractor" means [Successful Bidder / Company Name];

"Clause" means a clause of this Contract;

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

"Contract Agreement" or **"Contract"** means this Contract and the Schedule 1 to 7 thereto, which shall be deemed to be an integral part of this Contract;

"**Customization**" means a customized solution for the implementation of software modules and applications mentioned in Schedule 1, i.e. any modification to existing screens, functionality or reports delivered by the Software mentioned in Schedule 1 or development of any new component, screen, or report.

"**Custom Extension**" means any new development or customization of an interdependent set of components or screens, to meet a set of logically tied business requirements. For example, Custom Extensions to build interfaces or integrations with existing systems or Custom Extensions to add entirely new functionality to the Software;

"**Day**" means a working day in Pakistan

"**Week**" means five working days

"Deliverable" means subsets of the Project identified in SOW that will be completed, delivered and accepted individually;

"Designated site" means the Purchaser premises i.e. Lahore

"Effective Date" means date from which the time allowed for installation and implementation of the Software shall be determined. The Effective Date will be when all of the following conditions have been fulfilled:

(a) This Contract has been duly executed;

(b) The Purchaser has made the payment due upon Contract Signing to Contractor as per Schedule 4;

"**Executive Committee**" has the meaning given to it in clause 3.5.1;

"Go-Live Date" means the date on which the pilot branch successfully completes online transactions for a period of one week or as specified and certified by the Purchaser.

"Intellectual Property Rights" means any and all copyright, moral rights, trademarks, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

"Parties" means the Contractor and Purchaser collectively unless specifically qualified such as 'third parties';

"Project" means the provisioning of Services.

"Project Plan" means the document to be developed by the Contractor and approved by the Purchaser, to be delivered by the Contractor as the first Deliverable after commencement of the Project when it would be incorporated in this Contract in Schedule 2;

"Project Organization Structure" means the project team to be appointed or designated by the Contractor and the Purchaser and as defined during the Project Initiation Phase;

"Price and Payment Terms" means the price of the Software and Services and its payment, fully set out in Schedule 4.

"Contractor's Project Manager" means a professional person to be appointed by the Contractor and approved by the Purchaser to perform such duties and function as assigned to him from time to time for the Project;

"**Program Manager**" means a person appointed by the Contractor to oversee the overall project management from the Contractor's perspective; meeting with the Purchaser's project management from time-to-time and guiding the Contractor Project Manager, Functional and Technical leads on critical issues.

"Purchaser" means Punjab Information Technology Board, which is purchasing Goods/Services as specified in this Contract on behalf of Board of Revenue, Government of the Punjab;

"**RFP**" means the Request for Proposal also referred to as "Tender Document" issued by the Purchaser titled "PROVISIONING OF E-STAMPING SOLUTION FOR BOARD OF REVENUE, GOVERNMENT OF THE PUNJAB UNDER THE PROJECT TITLED AUTOMATION OF STAMP PAPERS (E-STAMPING)".

"SOW" means the Statement of Work as set out in Schedule 5;

"Schedules" means Schedule 1 to 7 attached with this Contract;

"Services" means analysis, design, development, implementation and project management services. Such Services may include activity management and quality assurance, development, installation, configuration, documentation, training, unit testing and user acceptance testing and are detailed in Schedule 5.

"Software" or **"Solution"** means the e-Stamping system to be developed by the Contractor for the Purchaser

"Subject Matter Experts" are employees and/or consultants nominated by the Purchaser who are experts in a particular area or topic of the Purchaser's business operations

"Technical Lead" means a professional person to be appointed by the Contractor and notified to the Purchaser to perform such duties and function as assigned to him from time to time for the Project;

"Test Plan" means a set of test cases, which will be used to perform the UAT. The two parties will mutually agree upon the Test Plan.

"UAT" means user acceptance testing. A process to obtain confirmation by Subject Matter Expert through trial or review that the Software performs as per the agreed documents as reflected in the Test Plan;

1 SCOPE OF AGREEMENT

1.1 The provision of Services for the Project by the Contractor in accordance with the terms and conditions of this Contract and Schedules attached hereto.

1.2 To set out and define the relationship of the Parties' inter se.

2 AGREEMENT DOCUMENTS

2.1 The following Documents shall be deemed to form and be read and construct as part of this Contract:

a) Contractor's Proposal
b) The Tender Document
c) Performance Security
d) Non-Disclosure Agreement

2.2 This Contract shall prevail over all Documents listed above. In the event of any discrepancy / inconsistency between the Documents listed above, the Tender Document shall prevail.

3 EXECUTION OF THE PROJECT AND RESPONSIBILITIES OF PARTIES

3.1 The Purchaser, hereby, agrees to engage the Contractor and the Contractor agrees to perform the Services in accordance with the terms and conditions stipulated herein.

3.2 **Responsibilities of the Contractor**

Contractor shall:

3.2.1 be overall responsible for providing Services for the Project as the lead party through all stages of the Project as per the Statement of Work in Schedule 5.

3.2.2 clearly and unambiguously manage the Project by a Project Organization Structure, reporting lines, activities and deliverables. Project Organization Structure will be laid out during the initiation phase.

3.2.3 provide project management services, which include:

(a) Implement Contractor Project Management methodology

(b) Maintain updated project plans and schedule

(c) Establish Systematic tracking of time spent and task completion

(d) Regular and timely communication of project status, and estimated project completion timeline

(e) Provide qualified resources as agreed in the Project Organization Structure

3.2.4 provide and appoint a Program Manager for the Project;

3.2.5 provide and appoint a Project Manager for the Project;

3.3 **Obligations of the Contractor**

The Contractor shall provide the services:

3.3.1 in a timely, economic and efficient manner, having regard at any particular time to the Purchaser's obligations, purposes and duties;

3.3.2 by exercising the degree of skill and care reasonably to be expected of a qualified and competent professional management Contractor; experienced in procuring and managing works of a similar size, nature, scope and complexity as that of the Project;

3.3.3 in accordance with the terms of this Contract; and

3.3.4 in accordance with respective duties, obligations and responsibilities contained in the Statement of Work as detailed in Schedule 5.

3.4 **Responsibilities of the Purchaser**

The Purchaser shall:

3.4.1 provide all information and/or necessary data as may be available in order to assist the Contractor to deliver the Services as set out in this agreement;

3.4.2 take reasonable steps to ensure accuracy of all information and/or data supplied under this Contract;

3.4.3 be responsible for timely provision of all resources, including the following:

- Project Manager dedicated for this project and with overall delivery responsibility for the project.
- Subject Matter Experts, relevant to the scope of the project.
- Decision makers authorized to approve key project related decisions and deliverables.
- Technical and operating personnel who are qualified to perform any tasks assigned to Purchaser in the Statement of Work as detailed in Schedule-5.

The detailed project organizational structure, reflecting the roles, responsibilities and reporting structure for the Purchaser and Contractor resources will be outlined in the Project Initiation Phase.

3.4.4 provide necessary and qualified personnel at the appropriate time to work with Contractor staff to acquire technical and functional knowledge for implementing the system for additional programs and campuses not included in the current scope;

3.4.5 be responsible for acquiring and providing legal and physical possession of the Designated Site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of this Contract;

3.4.6 to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of this Contract from all local, state, or national government authorities, or public service undertakings that such authorities or undertakings require the Contractor or Sub-Contractors or the personnel of the Contractor, as the case may be, to obtain;

3.4.7 assume primary responsibility for acceptance of all Deliverables based on the input of third party Software Security Audit by means of reviews and tests in accordance with the Test Strategy agreed during the Project Initiation Phase;

3.4.8 be responsible for the continued operation of the System after acceptance as specified in Schedule 4;

3.4.9 be responsible for performing and safely storing timely and regular backups of its data and the Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Contractor elsewhere in this Contract, the Contractor will provide backup strategies as per best practices;

3.4.10 be responsible for all costs and expenses incurred in the performance of its obligations under this Contract;

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

3.4.12 shall conform to all the relevant clauses of this Contract to carry out all responsibilities assigned thereto in a timely manner

3.5 **Project Governance**

3.5.1 Project Executive Committee: An "Executive Committee" will be formed that will oversee the execution of the Project. The committee will be composed as follows:

1. An authorized nominee of the Purchaser representing the Chairman of the Purchaser.
2. Two other nominees of the Purchaser.
3. The Project Manager of the Purchaser.
4. The Project Manager of the Contractor.
5. The Program Manager of the Contractor.

(Hereinafter collectively referred to as "Executive Committee")

3.5.2 The Executive Committee will meet on a regular basis (approximately once in a month) to review progress on the Project and to resolve any ongoing issues so that the Project can be smoothly executed.

3.5.3 The Executive Committee will play a key role in identifying causes for delays and will work collaboratively and proactively to reduce their impact.

3.5.4 The Executive Committee will regularly review the performance of the Contractor on the Project and will highlight any deficiencies that need to be rectified by the Contractor so as to meet its Project commitments.

3.5.5 The Executive Committee will also ensure that acceptance of Deliverables and Project sign-offs are not withheld by the Purchaser or its representatives unreasonably.

3.5.6 The Executive Committee shall be responsible for authorizing any customization to the Software or any changes or variations to the Services requested subsequent to the signoff of the associated deliverable. For the removal of doubt, it is clarified that any functional changes required by the Purchaser in the Software or Solution after the signoff of the Functional Requirements Document shall constitute a change that shall require approval from the Executive Committee and shall be subject to Clause 3.7 and Clause 14.

3.5.7 Any claim as to the quality of any of the performed Services, other than those claims under clause 3.7.2, shall be made by written notice to the Executive Committee within 10 working days following the date at which the relevant unsatisfactory Service is identified. If following investigation the complaint is found to be genuine by the Executive Committee, Contractor shall take all necessary steps to cure the deficiencies within a reasonable time period.

3.5.8 Project Working Committee, Purchaser and Contractor will jointly define a group of key stakeholders for weekly reporting, escalations and issue resolution if any. Any issues that remain unresolved by the Project Working Committee will be escalated to the Project Executive Committee. The members of the Project Working Committee will be agreed during the Project Initiation Phase.

3.6 **Execution Schedule**

3.6.1 The Contractor shall submit an Execution Schedule giving details of the services rendered as required under the Contract within two weeks of the signing of the Contract in accordance with the delivery schedule as mentioned in the RFP.

3.7 **Delivery of Deliverables, Acceptance, Changes, Extension of Time**

3.7.1 The Contractor will deliver each completed Deliverable on the stipulated milestone date, as set forth in the Project Plan. Upon delivery the Purchaser shall, as appropriate, review document based Deliverables and carry out tests of the software

based Deliverables by taking input from the Security Audit firms and in accordance with clause 3.4.8 above and the Project Plan;

3.7.2 Upon completion of the tests in accordance with clause 3.7.1 above, the Purchaser shall have one week to accept or reject ("Acceptance Period") the relevant Deliverable, using reasonable discretion, based on the requirements specified and agreed to for such Deliverable in SOW. If the Purchaser notifies that it has rejected a Deliverable, the Purchaser shall provide written notice, within one week, specifying the basis of the rejection. The Contractor shall have a reasonable period, mutually agreed with the Purchaser, to cure such defect and redeliver the Deliverable for an additional Acceptance Period. If the Purchaser fails to reject, in writing specifying the defect(s), any Deliverable within the Acceptance Period, Purchaser shall be deemed to have accepted such Deliverable as of the second day of the Acceptance Period. Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and the Contractor shall have no further obligation with respect to an accepted Deliverable, other than those stipulated in this Contract;

3.7.3 For each deliverable, the Executive Committee will sign off on the acceptance of the deliverable. Constitution of Executive Committee is mentioned at para 3.5.1 of this Contract.

3.7.4 The Contractor shall be responsible for achieving the completed Deliverables and overall completion of the Project within the stipulated time, provided the Purchaser provides all the necessary project resources, as per the Project's requirements and specifications, in a timely, dedicated and complete manner in accordance with this Contract;

3.7.5 The Contractor acknowledge that during this contract period any change can be made into the requirements or e-Stamping system scope approved by the Purchaser. The Purchaser is not liable to pay the Contractor for any additional products and services delivered contrary to such approved changes or variations;

3.7.6 The Purchaser shall not pay the Contractor for any variation or changes during the contract period.

3.7.7 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, 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, extend the Contractor 's time for performance of its obligations under the Contract.

3.7.8 If the time for provision of the Goods and/or Services is extended due to delays attributable to the Purchaser, the Purchaser shall be liable to pay compensation to the Contractor for such delay in terms of extension in times only in inevitable and extraordinary circumstances. Causes of such delay may include:

a) Any delay due to the non-availability of Data Center or other required resources

b) Non-readiness of infrastructure (network connections, IT related infrastructure required to deploy the Solution or any module thereof)

For any such delays, the Contractor will lodge a notice of delay with the Project Executive Committee. Such notice shall not affect the provisioning of goods and services by the Contractor. If the Project Executive Committee concludes that such delay is due to the Purchaser, the Contractor will be compensated for such delay in the manner as specified above. The compensation will be mutually agreed by the Contractor and purchaser.

3.7.9 Except where otherwise specifically provided in this Contract, the Contractor shall submit to the Purchaser's Project Manager a notice of a request for an extension of time, together with particulars of the event or circumstance justifying such request within one week of the commencement or happening of such event or circumstance. Within three (03) days of receipt of such notice and supporting particulars of the request, the Purchaser and the Contractor shall agree upon the period of such extension and associated costs in the project Executive committee meeting. In the event that the Contractor does not accept the Purchaser's estimate of time extension, they shall be entitled to resolve the dispute in accordance with clause 14 hereof; and

3.7.10 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of their obligations under this Contract.

4 PRICE, TERMS OF PAYMENT AND TAXES

4.1 The Purchaser shall be responsible to make the payment of the Price in accordance with Schedule 4 attached herewith;

4.2 The Purchaser shall only be responsible to make all payments, under this Contract, to the Contractor, as per the payment schedule;

4.3 All payments shall be made by the Purchaser after completion of the associated milestone under the rules;

4.4 The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan. Additional cost associated to change in Government taxes or duties that may become applicable after the Purchaser signs this Contract shall be resolved with mutual consent.

5 PAYMENT

5.1 The Contractor shall provide all necessary supporting documents along with invoice.

5.2 The Contractor shall submit an Application for Payment to the Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

5.3 The Purchaser shall get verified the details of the Services delivered against the invoice and Payment shall be made as listed in Schedule 4.

5.4 The Purchaser shall pay the amount verified within thirty (30) days. The Purchaser shall make payment for the Services provided by the Contractor, as per Government policy, in Pak Rupees, through treasury cheque or otherwise.

5.5 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.

5.6 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 / completion of the signed contract in this regard.

6 CONFIDENTIALITY

6.1 Non-Disclosure; Non-Use

6.1.1 As the parties will be cooperating with each other under this Contract, each may reveal Confidential Information to the other. The Parties agree, by using the same degree of care as each uses for its own Confidential Information which shall in no case be less than a reasonable degree of care, to hold in confidence any Confidential Information disclosed by the other Party hereunder, and not to disclose any Confidential Information to any third party, and not to use any Confidential Information disclosed by the other Party hereunder for purposes other than carrying out its obligations under this Contract, without the express written consent of the other Party. Each Party will disclose Confidential Information only to its employees or agents who have a need to know. Each Party will use Confidential Information only for purposes of the project. With respect to any Confidential Information that is revealed by a Party to the other Party, the confidentiality/non-use requirement of this clause 6.1 shall survive this Contract.

6.1.2 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.

6.2 Injunctive Relief

The Parties hereby agree to advise the other immediately in the event that it learns or has reason to believe that any person who has access to Confidential Information, or any portion thereof, has violated or intends to violate the terms of this Contract; and each Party will, at its expense, cooperate with the other Party in seeking injunctive relief or other equitable relief in its own name or that of the other Party against that person with mutual consent.

6.3 Responsibility over Employees and Agents

Each Party will assume individual responsibility for the actions and omissions of its respective employees, agents and consultants, and to inform same of the responsibilities under clause 6.1 above, and to obtain their confidentiality and non-disclosure agreement to be bound in the same manner that the Party is bound.

6.4 Bankruptcy

All Confidential Information disclosed by one Party to the other will remain the Intellectual Property of the disclosing Party. A bankrupt or insolvent Party will, to the extent permitted by law, take all steps necessary and desirable to maintain the confidentiality of the other Party's Confidential Information and to ensure that the court or other tribunal maintain such information in confidence in accordance with the

terms of this Contract. In the event that a court or other legal or administrative tribunal, directly or through an appointed administrator, trustee or receiver, assumes partial or complete control over the assets of a Party to this Contract based on the insolvency or bankruptcy of such Party, the bankrupt or insolvent Party will promptly notify the relevant authority:

a) that Confidential Information received from the other Party under this Contract remains the property of the other Party; and (b) of the confidentiality obligations under this Contract.

6.5 **Publication**

The Parties shall not submit for written or oral publication any manuscript, abstract or the like that includes data or other Confidential Information generated and provided by the other Party or otherwise developed by either Party relating to the Project without first obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. If written consent or written denial is not provided by the other Party within 90 days of a request in writing, the first Party will have the right to publish. But, the foregoing will not apply to customary literature that is prepared for marketing and sales purposes and that does not contain Confidential Information.

6.6 **Publicity**

The Parties or any of its affiliates will not originate any news or any other public statement or disclosure relating to his Contract without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed, except that nothing in this clause shall prevent any Party from issuing statements that such Party reasonably determines to be necessary to comply with applicable law, provided, however, that, to the extent practicable under the circumstances, such Party shall provide the other Party with a copy of the proposed text of such statements sufficiently in advance of the scheduled release thereof to afford such other Party a reasonable opportunity to review and comment upon the proposed text.

6.7 **Rights to Data**

The Contractor, in consideration of the Price payable to it by the Purchaser hereunder, and subject to the succeeding paragraph, hereby assigns to the Purchaser on an exclusive basis, all right, title and interest, and all proprietary claims to, the Software with the source code, data and other information (the "Developments") developed within the scope of the Services rendered pursuant to the SOW. The Contractor agrees that it shall have no copyrights, patents or trade secrets in such Developments, and agrees that, upon the request of the Purchaser, it shall sign any papers reasonably necessary to effect the foregoing assignment.

The Purchaser acknowledges that in developing or furnishing any work product, the Contractor may utilize pre-existing proprietary methodologies, tools, models, software, procedures, documentation, know-how and processes owned by the Contractor (the "Contractor Materials"). The Purchaser further acknowledges that the Contractor may modify or improve the Contractor Materials during the course of a Project. The Purchaser agrees that all such modifications or improvements shall not be a "work-for-hire" or otherwise in any respect the property of the Purchaser, and are and shall remain the sole property of the Contractor. If any Contractor Materials are incorporated into a Deliverable under the SOW, the Contractor will grant to the Purchaser a perpetual, royalty-free, exclusive license to utilize such Contractor Materials for its business purposes.

7 REPRESENTATIONS, WARRANTIES, COVENANTS AND, DISCLAIMERS;

7.1 Each Party represents, warrants and covenants to the other Party that:

7.1.1 it has the power and authority and legal right to enter into this Contract and to perform its obligations hereunder;

7.1.2 the execution and delivery of this Contract and the performance of the transactions contemplated thereby have been duly authorized by all necessary action of the Party;

7.1.3 the execution and delivery of this Contract and the performance by the Party of any of its obligations under this Contract do not and will not:

(a) conflict with, or constitute a breach or violation of any other contractual obligation to which it is a Party, any judgment of any court or governmental body applicable to the Party or its properties, or, to the Party's knowledge, any statute, decree, order, rule or regulation of any court or governmental agency or body applicable to the Party or its properties; and

(b) require any consent or approval of any external governmental authority or other person;

7.1.4 each Party will, to the best of its knowledge without undertaking a special investigation, disclose to the other Party any material, adverse proceedings, claims or actions that arise and which may materially interfere with that Party's performance of its obligations under this Contract;

7.2 The Contractor warrants to the Purchaser that the Goods/Services supplied by the Contractor, under the Contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

7.3 Except as expressly set forth herein, all warranties, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed. Neither party shall be liable to the other party or any other entity for any special, indirect, incidental or consequential damages, including but not limited to loss of revenues and loss of profits, even if advised of the possibility of such damages.

7.4 The warranty provided shall include fixing all defects identified in the supplied software and fixing any implementation defects identified by the Purchaser free of any cost during the warranty/ maturity period as specified in the RFP. For the above warranty, the Contractor shall engage and deploy suitably skilled personnel. The warranty excludes making any changes of any kind in the Solution unless specifically authorized under Clause 14.

7.5 Warranty Period: For the supplied solution, the warranty period shall be twenty months from the Go-Live Date.

8 PACKING AND INSURANCE

8.1 The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where

appropriate, of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

8.2 The Contractor shall provide such insurance of the Goods as is sufficient to protect against their damage or deterioration during course of the project, storage / transit to their final destination as indicated in the Contract. The Contractor shall arrange and pay for the insurance of the Goods to the place of destination and time, as required by the Purchaser.

9 INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Contractor's Indemnity

Contractor will defend, indemnify and hold harmless the Purchaser and its affiliates, and their respective directors, officers, employees and agents, from and against any judgment, damage, liability, loss, cost or other expense, including legal fees ("Liability"), arising out of or resulting from any third-party claims made or proceedings brought against the Purchaser to the extent that the Liability arises from the following:

- The willful misconduct, recklessness, gross negligence or fraudulent acts or omissions of the Contractor or its Affiliates, and their respective directors, officers, employees and agents in connection with the project; or
- from the Contractor 's breach of any warranty set forth in clause 7 above.

9.2 Purchaser's Indemnity

The Purchaser will defend, indemnify and hold harmless the Contractor and its affiliates, and their respective directors, officers, employees and agents, from and against any judgment, damage, liability, loss, cost or other expense, including legal fees ("Liability"), arising out of or resulting from any third-party claims made or proceedings brought against the Contractor to the extent that the Liability arises from the following:

- The willful misconduct, recklessness, gross negligence or fraudulent acts or omissions of the Purchaser or its Affiliates, and their respective directors, officers, employees and agents in connection with the project.

9.3 Limitation of Liability

The liability of a party with respect to any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses arising out of its performance or nonperformance of any obligations under this agreement, whether based on contract, warranty, tort (including, without limitation, negligence), strict liability, statutory or otherwise, will be limited to:

- **9.3.1** Direct, actual damages incurred as a result of the party's failure to perform its obligations as required by this agreement and will not exceed in the aggregate a sum equal to the total amount of collaboration revenue received by the party under this agreement.

- **9.3.2** Parties shall not be liable to the other party or to any other person or entity with respect to any subject matter of this agreement, for any:

    - Incidental, special, consequential or indirect damages, or
    - Damages resulting from loss of sale, business, profits, opportunity or goodwill, even if the remedies provided for in this agreement fail in their essential purpose and even if either party has been advised of the possibility of any of the foregoing damages.

10 TERMINATION

10.1 Termination for Default

10.1.1 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, or engages in any illegal activities, 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 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.

10.1.2 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.

10.2 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.

10.3 Termination for Convenience

Any of the parties may, at any time, by written notice served on the other party with a copy to the client, terminate the Contract, in whole or in part. 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:

- to have any portion thereof completed and delivered; and/or
- to cancel the remainder and pay the Contractor by an agreed amount for partially completed Services, Works and materials/parts previously procured by the Contractor for the purpose of the Contact, together with a reasonable allowance for overhead and profit

10.4 Project Failure

10.3.1 Project Failure is defined as the inability of the Contractor to complete the project as per the timelines agreed upon and subject to any amendment by the Project Executive Committee as per clause 3.5. For the purpose of this clause 10.3, Project

Failure must be determined to be caused solely due to lack of performance by the Contractor in the specific tasks listed in Schedule 5 (and not any other cause whatsoever including without limitation failure of performance on part of the Purchaser or any other agent or Contractor of the Purchaser or failure of performance of any equipment or materials or goods procured or otherwise provided by the Purchaser for the purposes of said implementation).

10.3.2 In the event of project failure, Purchaser shall give notice to the Contractor via the Executive Committee as per clause 3.5 and directly to the Contractor as per clause 18. Contractor shall be given a period of 90 days from receipt of notice from the Purchaser to cure such Project Failure.

11 LIQUIDATED DAMAGES

11.1 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, without prejudice to any other right of action / remedy it may have, deduct from the Implementation Price, as liquidated damages, a sum of money as per following schedule:

- @0.25% per day of the proportional concurrent annual contract cost, for first 30-days
- @2% per day of the proportional concurrent annual contract cost for, next one week after expiry of first 30-days
- @3% per day of the proportional concurrent annual contract cost for the following period

on which is attributable to such part of the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, 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 total Contract price.

For the purpose of this clause, the effective project schedule will be agreed as per project plan deliverable referenced in Schedule 2.

12 PERFORMANCE SECURITY

12.1 Issuance of Performance Security

Contractor will provide a Performance Security in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan as per the format in the Tender Document. The Bank Guarantee shall be for a sum equal to 10% of the Total Contract Value to the Purchaser within 28 working days on receipt of the Acceptance Letter.

12.2 The Bank Guarantee shall have a minimum validity period until the date of expiry of warranty period, 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.

12.3 The Bank Guarantee amount will be released by the Purchaser after completion of the Project Closing Signoff milestone as described in Schedule 4.

13 Forfeiture of Performance Security

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

- If the Contractor commits default under the Contract;
- If the Contractor fails to fulfill any of the obligations under the Contract;
- If the Contractor violates any of the terms and conditions of the Contract.

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. For the purposes of the Performance Security, the Contract performance will be deemed completion upon successful completion of Milestone 9 listed in Schedule 4.

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. 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 Contractor will not be allowed to participate in future tenders as well.

14 FORCE MAJEURE

14.1 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 initially by the first arbitrator i.e. Chairman, PITB and at later stages in the event of non-resolution of the dispute, any party have exclusive right for invoking 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.

14.2 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.

14.3 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.

14.4 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.

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

15 AMENDMENT OR VARIATION

15.1 This Contract may not be amended in any manner except in writing signed by duly authorized officers or representatives of each Party in the form of addendum.

15.2 The Purchaser may, at any time, by written notice served on the Contractor, alter or amend the Contract for any identified need/requirement in the light of prevailing rules and regulations.

15.3 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change if the proposed change is extraordinary and not covered in the original scope of work (hereinafter referred to as the Change), to the Purchaser.

15.4 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

15.5 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.

15.6 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

16 WAIVERS

16.1 No failure or delay on the part of either Party to exercise any right or remedy provided by this Contract or by law shall be construed or operate as a waiver thereof nor shall any single or partial exercise of such right or remedy preclude subsequent exercise of any right or remedy. A waiver of a breach or default of this Contract does not constitute a waiver of any other breach or default and shall not affect the other terms of this Contract.

16.2 A waiver or a breach or default of this Contract will not prevent a Party from subsequently requiring compliance with the waived obligation.

16.3 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.

17 ASSIGNMENT / SUBCONTRACT

17.1 The Contractor will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent except if the entire issued share capital of the Contactor is acquired or merged with a third Party. In such case, Contractor shall have the right to assign this Contract in favour of such third Party.

17.2 The Contractor shall guarantee that any and all assignees / sub-Contractors 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.

18 ENTIRE AGREEMENTS

18.1 This Contract contains the whole agreement between the Parties in respect of the subject matter of this Contract and supersedes and replaces any prior written or oral agreements, representations or understandings between the Parties relating to the subject matter. The recital and Schedule 1 to 7 of this Contract shall be considered

and deemed to be integral parts of this Contract. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

18.2 None of the Parties shall have any remedy in respect of any untrue statement made to it upon which it may have relied in entering into this Contract, and a Party's only remedy is for breach of contract. Notwithstanding the foregoing, nothing in this Contract purports to exclude liability for any fraudulent misrepresentation, statement or act.

19 NOTICES

19.1 Any notice or other communication given under this Contract shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or registered airmail or fax to the address set out at the head of this Contract (or as otherwise notified by that Party in writing). Any such notice shall be deemed to have been received if delivered personally, at the time of delivery; in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; in the case of registered airmail, five days from the date of posting; and in the case of fax, at the time of transmission to the fax number as notified to that Party if subsequently confirmed by pre-paid recorded delivery or registered post or registered airmail dispatched the same day.

19.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant Party set out at the head of this Contract (or as otherwise notified by that Party under this Contract) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter, or that the notice was transmitted by fax to the fax number as otherwise notified by that Party.

19.3 All notices, documents, communications and other data to be provided in terms of this Contract shall be in the English language and to the addresses set out at the head of this Contract.

20 SEVERABILITY

20.1 If any provision of this Contract is determined to be illegal, void or unenforceable by the Parties or any arbitrator / court or administrative body of competent jurisdiction, such determination shall not affect the other provisions of this Contract which shall remain in full force and effect.

21 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.

22 STATUTES AND REGULATION

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

22.2 The Arbitrator and 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.

23 DISPUTE RESOLUTION

23.1 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.

23.2 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 initially by the first arbitrator i.e. Chairman PITB as specified vide clause 13.1 and at a lateral stage in the event of non-resolution of the dispute, any party have exclusive right for invoking 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.

24 AUTHORIZED REPRESENTATIVE

24.1 The Purchaser, 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.

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

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

24.4 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.

24.5 Notwithstanding above clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Purchaser to disapprove such Services or Works and to give instructions for the rectification thereof.

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

25 NON-SOLICITATION OF PARTIES' EMPLOYEES

25.1 From the Effective Date up to one year after completion, termination, or expiration of this Contract, whichever occurs first, each Party agrees and represents that its employees will not hire, or solicit to hire, or cause others to solicit to hire, as an employee or independent Consultant or subConsultant through any third party, any employee of the other Party or any former employee of the other Party who had performed work under this Contract. If either party (the "Breaching Party") shall breach the terms of this clause 23, the Breaching Party shall pay to the other Party a sum equal to three times the first year's total compensation offered by the Breaching Party to such employee or independent Consultant or subConsultant. Each Party recognizes that, if it were to

violate this clause, the damages that would be suffered by the other Party would be difficult to fix with any degree of precision, and that such sum represents a fair estimate of the costs incurred in recruiting, training and retaining such employee or independent Consultant. Each Party therefore agrees that such payment represents liquidated damages for breach of this clause 23, and not a penalty.

26 WORK PRODUCTS OWNERSHIP

26.1 The Work Products, Developments (described in clause 6.7) and Deliverables created by the Contractor in connection with the Services shall belong to Purchaser under the terms of this Contract.

26.2 For purposes of this agreement, a "Work Product" consists of all work products created for Purchaser in connection with the Services, regardless of the form, including but not limited to: (i) reports, analyses, logos, source code, and all (physical and electronic) related materials, papers, and documents, and (ii) patentable or un-patentable ideas or discoveries made or conceived by the Contractor as a result of performing the Services.

26.3 Purchaser acknowledges and agrees that the Contractor has proprietary methodologies, techniques and tools which are valuable assets of the Contractor and which (together with all enhancements and modifications) shall remain the sole and exclusive property of the Contractor. With the exception of certain Contractor Materials incorporated into a Deliverable as described under clause 6.7, nothing in this Contract shall grant to or confer upon Purchaser expressly or by implication any rights or license to such methodologies, techniques or tools.

26.4 The Contractor and its employees providing the Services hereby assign, cede and grant to the Purchaser, its successors, assigns or nominees, all rights to possession of, and all rights, titles and interest, including all copyright rights and the right to prepare and exploit derivative works, in the Work Product, in whatever form or medium captured. All Work Product shall be deemed to be works made for hire exclusively for the Purchaser, with the Purchaser having sole ownership of such products. However, any Work Product which is identified by the Contractor to be based upon any proprietary methodology owned by the Contractor shall be licensed to the Purchaser free of charge under an irrevocable license.

27 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 e.g. Contract Stamp duty charges etc.

28 PRICE

The Contractor shall not charge prices for the equipment and services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or not agreed by the Purchaser as per this Contract.

29 PATENT RIGHTS AND RIGHTS TO THE CONTENT OF THE PROGRAM

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.

30 STANDARDS

The Services provided under this Contact shall confirm the authoritative latest industry standards.

31 OPERATION AND MAINTENANCE

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system without disruption to either service or performance during the contract period.

32 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.

33 CONTRACT DURATION

The Contract duration will be from the date of issuance of Letter of Acceptance (LOA) No. [ ], dated: [ ] till the gestation period of PC-I of the project i.e. September 2019.

Maintenance and support for new and existing applications bug fixing and change request shall be carried throughout the contract period by the Contractor.

The contract shall be extendable up to further period of 3-5 years with mutual consent.

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

FOR PUNJAB INFORMATION TECHNOLOGY BOARD (THE PURCHASER)

Signature:

CNIC #:

Name:

Designation:

For and on Behalf of Purchaser

WITNESSES

Signature:	Signature:
CNIC #:	CNIC #:
Name:	Name:
Designation:	Designation:

FOR [BIDDER COMPANY NAME] (THE BIDDER)

Signature:

CNIC #:

Name:

Designation:

For and on Behalf of Contractor

WITNESSES

Signature:	Signature:
CNIC #:	CNIC #:
Name:	Name:
Designation:	Designation:

SCHEDULE-1:

DETAILS OF ANY SOFTWARE SUPPLIED

Production Environment – Technology				
No	**Production Environment – Technology**	**Specifications / Comments**	**Users**	**Total Cores**

SCHEDULE-2:

The following chapters will be included in the agreed and finalized Project Plan in accordance with Schedule 5:

a) Task, Time and Resource Schedules

The Contractor will submit to the Purchaser, the Project Plan prepared in accordance with the above guidelines, for approval. The approved Project Plan shall become an integral part of the Contract, as Schedule 2. The Contractor will start further Project activities from the Effective Date or upon the date of Purchaser's approval of Project Plan, whichever date is later.

E-STAMPING SOLUTION IMPLEMENTATION

The draft schedule provides complete phase wise activity break down structure along with required resource assignments.

The finalized Project Plan will be developed during initiation phase of the Project. In this phase we will review project dependencies, readiness factors, and resource requirements that are important for heading a successful project execution and rollout.

No.	Phase	Deliverable	Contents
1.	Project Initiation	Project Plan	Provides complete phase wise activity break down structure along with required resource assignments.
2.	Project Initiation	Project Governance Plan	Provides details of Executive Committee, Communication Model, Team Structure & Roles, Issues, Risk Management and Change Management etc.
3.	Requirements	Requirements Document	Provides analysis & design of workflows and business processes of new e-Stamping solution.
4.	Design	Functional Specification Document	Provides complete functional details of e-Stamping solution including use case document, and interface control documents with external systems.
5.	Design	Technical Specification Document	Technical Specification for new modules of e-Stamping and Blockchain.

6.	Implementation	Complete Source Code of Application Components (New Software modules)	Complete Source Code of solution components and Blockchain including e-Stamping solution, DC Valuation Data Entry Application and interfaces developed with external entities like Banks, etc.
7.	Implementation	Test Plan document including Test Cases	Detailed Test Plans before the start of User Acceptance Testing.
8.	Testing	UAT Test Status Reports and Trainings	Test Status Reports after Completion of System Tests
9.	Rollout	Go-live strategy	Prerequisites of Go-live.

SCHEDULE-3:
PROJECT ORGANIZATION STRUCTURE

The organization structure mentioned below will be the typical structure for the application development services. The typical hierarchical structure within the Contractor would be:

a) **Senior Management Group**: Project owners responsible for Project related decisions and involved in Project start reviews.

b) **Project Manager- Contractor**: Single point of contact of the Contractor on all matters and would convene various project meetings / Executive committee meetings.

c) **Core Project Team**: Consists of Project Development Team, the following key member of the Contractor team will be part of the project depending on the project/component and requirement;
- Program Manager
- Project Manager
- System Analyst
- Domain Expert (Core Banking)
- Quality Assurance Manager
- Technical Team Lead

SIGNOFF AUTHORITIES FOR PURCHASER

The following individual are authorized by the Purchaser to signoff the associated deliverable documents.

No.	Deliverable	Signoff Authorities
1	Project Governance Plan, Requirements Document and Analysis & Design Document (Functional Specification Document and Technical Design Document).	Executive Committee
2	User Acceptance Testing – Sprint 1	Executive Committee
3	User Acceptance Testing – Sprint 2	Executive Committee
4	User Acceptance Testing – Sprint 3	Executive Committee
5	Pilot Launch (One Selected District)	Executive Committee
6	Implementation all over Punjab – First Selected Seventeen Districts	Executive Committee
7	Implementation all over Punjab – Second Selected Eighteen Districts	Executive Committee
8	Maturity Period 1 (First Six Months)	Executive Committee
9	Maturity Period 2 (Second Six Months)	Executive Committee

SCHEDULE-4:
PAYMENT TABLE

No.	Description	Percentage	Amount	Duration
1	Project Governance Plan, Requirements Document and Analysis & Design Document (Functional Specification Document and Technical Design Document).	20%		1.5 Month
2	User Acceptance Testing – Sprint 1	10%		7.5 Months
3	User Acceptance Testing – Sprint 2	10%		
4	User Acceptance Testing – Sprint 3	10%		
5	Pilot Launch (One Selected District)	10%		Will be decided mutually
6	Implementation all over Punjab – First Selected Seventeen Districts	10%		5 -7 Months
7	Implementation all over Punjab – Second Selected Eighteen Districts	10%		
8	Maturity Period 1 (First Six Months)	10%		6 Months
9	Maturity Period 2 (Second Six Months)	10%		6 Months
	Total	100%		

Notes:

1. Milestones will be cleared as soon as the related deliverables are completed and signed off by the Purchaser.

2. For Milestone 5, the Pilot Phase will be deemed fully functional after completion of the first successful rollout at a single bank in the Pilot District.

3. For each Deliverable, Purchaser will have the time period given under Clause 3.7.2 to accept or reject the Deliverable. When the Deliverable is accepted or deemed accepted, the Purchaser will sign-off the Deliverable within 1 week of such acceptance.

4. Each Milestone 6-7 will be considered completed when e-stamp will be issued from districts after official notification by BOR.

5. Milestones 8 and 9 will be started after successful completion of Milestone 6 and 7.

6. For Milestones 8 and 9, Contractor shall be responsible to incorporate change request, bug fixing and any new requirement by the Purchaser without any additional cost.

7. For Milestones 2, 3 and 4 Items will be mutually agreed after successful completion of Milestone 1.

SCHEDULE-5:
CONTRACT ASSUMPTIONS

Contractor's contract is based on the following assumptions:

General Assumptions

- All deliverables will be developed in the English language only.
- All communication, meetings, training, and documentations during the implementation are assumed to be in English.
- Project activities will be performed at Purchaser's premises by on-site resources and at Contractor development centers by offsite resources. The resource split between onsite and offsite resourcing will be managed through mutual understanding.
- Contractor shall provide minimum two developers, one quality assurance and one project manager during the maturity period.
- Purchaser will ensure a project office is available and organized and can accommodate on-site resources deployed by Contractor.
- Purchaser will allow access to buildings, office facilities and work areas for Contractor staff during, and if needed, after working hours.
- Purchaser work areas provided for the Contractor team will include high speed Internet connections and telephone lines (local) for incoming calls and outgoing calls.
- Purchaser is to provide video conferencing facility via Skype or any such freeware at the work areas.
- Information required by the team from organizations or individuals within Purchaser will be provided in a timely manner consistent with the project plan.
- Contractor will assign personnel of appropriate qualifications to fulfill its contractual obligations. If, for any reason, an individual is no longer available, Contractor will use all reasonable efforts to replace such individual promptly by another person of equal competence. Contractor will, however, use reasonable efforts to minimize changes in personnel to discharge its obligations.
- It is assumed the implementation will take place in Lahore, Pakistan. If any consultant is required to be present onsite at any locations outside of the city. No TA/DA or any type of other expenses shall be paid by the Purchaser.

Methodology Assumptions

The Contractor's Implementation Methodology details specific templates and artifacts across the entire implementation process. Some of these artifacts include:

1. Project Plan
2. Project Governance Plan
3. Requirements Specification Document
4. Functional Specification Document
5. Technical Design Document
6. Test Plan Document

The Contractor's templates will be utilized for these deliverables and artifacts. If Purchaser requires any major modification to the template, this will not be treated as a Change Request.

Resources Assumptions

- Purchaser will provide resources to assist Contractor in understanding all the existing Purchaser systems to the extent this is required in the project.

- Contractor resources will be given access to the necessary development and test environments as per timing to be outlined in the project work products.
- All Purchaser key team members must be in place as per project schedule on the targeted start date. This will be agreed to the staffing plan and roll-on schedule to be approved prior to project launch.
- Purchaser resources will be made available for interviews, meetings, workshops and consultation as necessary in agreement with Purchaser Project Team at a central Purchaser location.
- Members of the Purchaser project team will have the ability and authority to make timely decisions and commitments on the requirements.
- Purchaser project team personnel will possess the requisite business or technical knowledge skills to perform the work outlined in the project plan, which will be mutually accepted by Purchaser and Contractor.

Project Structure and Processes Assumptions

- Project decisions will not be revisited, re-evaluated or changed after the direction has been determined.
- The project Executive Committee will be operational at the commencement of the project, and will have the ability to resolve project issues that are escalated from the project team.
- Executive Committee meetings will be conducted at least once in a month.

Project Scope Assumptions

- Purchaser at the start of the project will provide accurate and current documentation of Purchaser's information systems, including platforms, applications, details of existing interfaces, and physical architecture. Template will be provided by Contractor.
- All requirements gathering and training will be conducted at Purchaser office or the offices of the Board of Revenue, the Treasury and/or DC office of the district. Purchaser will be responsible for ensuring that the necessary staff is available for meeting at these locations and that necessary infrastructure is available for conducting the training.
- Contractor will be responsible for making changes to the existing Purchaser systems which may need modification for integrating any of these systems with the new e-Stamping solution.
- Any end-user hardware/network upgrades required by the project will be completed prior to the related go-live and will be the responsibility of Purchaser.
- Training for user acceptance testing to Purchaser's core team will only be provided by Contractor.
- Technical trainings include; routine application administration. Any training beyond above this scope will not be charged to Purchaser separately.
- At the end of project there should be a domain transfer to technical team of Purchaser. It will not be a technical training on tools but transfer of domain knowledge of source code / e-Stamping solution. It will be a detailed knowledge transfer sessions and duration of domain transfer sessions will be decided mutually.
- Contractor to ensure that a dedicated core team, consisting of Managers and Core Development Team are available at all times during the implementation.

Development Assumptions

- The Purchaser will ensure access to Google maps website from all access points of e-Stamping solution.
- The Contractor will be responsible for any data cleansing, data alteration or manual data translation activities in the scope of work.

- The scope and number of MIS reports will be 25-50 interactive MIS reports. Some reports may also contain graphical charts; whereas, export feature must be enabled in all reports.
- The Contractor will ensure that Stamp vendors will be registered and their license will be renewed through the online e-Stamping system using smart card or any innovative method.
- The Contractor will be responsible to integrate new e-Stamping modules with existing e-Stamping system.
- Access to system will be configured using role-based design.

Changes in Project Duration

The following events may trigger a change in project duration with associated changes in Time required to complete the project. (In all cases, such changes in Time will be mutually agreed upon between the Purchaser and the Contractor).

- In event of the UAT being prolonged beyond the planned time period due to product issues, Contractor may request an extension in the project duration.
- Any delay in hardware, software delivery and installation due to non-availability of Data Center or required resources.
- Non-Readiness of Data for Live conversion.
- Non-adherence of timelines given in the project plan.

STATEMENT OF WORK

Introduction

This "Statement of Work" defines the specific responsibilities for various activities / tasks to be performed and completed by Contractor with inputs and / or participation of the Purchaser to implement the proposed solution at the Purchaser's location.

Overall Description:

The following applications will be needed to develop, implement and integrate but not limited to;

- Complete automation of new modules of e-Stamping system as mentioned below to be integrated with existing e-Stamping system.
- Develop a new module for Issuance of low value (below or equal to Rs. 1,000/-) non-judicial stamp papers that will be integrated with existing e-Stamping system.
- New module will be developed to manage stamp vendors. Stamp vendors will be registered and their license will be renewed through the online e-Stamping system using smart card or any innovative method. To provide printer for smart card and blank 10,000 smart cards will be responsibility of Contractor.
- System will also provide facility to the citizens to generate Challan 32-A through online system for purchasing of Adhesive Stamps.
- System will also provide facility to citizens to generate Challan 32-A for Copying Fee that will be deposited into designated branches of banks.
- Refund process will be automated through e-Stamping system. Relevant departments shall verify the record through online e-Stamping system to process and complete the refund application.
- Display Key-whole Markup Language (KML) files on Google Maps generated through e-Stamping system.
- Develop a module for event log management of Auditors. Auditors will be registered through this module and it will keep track of all activities performed by the auditors in field.
- New mobile applications (For Auditors and DC Valuation Identification; but not limited to) in Android and IOS platforms.
- Modifications in existing android application.
- Blockchain and Distributed Ledger solution shall be implemented on multiple nodes as required by Purchaser.
- The contractor shall be responsible for arranging foreign and local trainings minimum for five days each for five resources related to tools and technology to be used by contractor in the project implementation. The contractor shall be responsible to arrange ticketing, boarding, lodging and all related expenses and there shall be no additional cost for it.
- Required to integrate with new schedule banks along with their payment and receipt modules to the specified account and enable banks to use the software for issuance of electronic stamp papers through dedicated or general cash counters within the banks.
- Based on the understanding and analysis, the Contractor will submit the Proof of Concept Document (POC).
- After the approval of the POC other deliverables will needed to be submit in accordance with the strict compliance of the timelines.

User Characteristics:

There will be multiple users and number of stakeholders of the system including general public, banks, sub-registrars, district government, treasury offices, Finance Department, Board of Revenue etc. Each type of users will have their specific role and privileges to the system to perform some particular functions and actions. The Contractor will be required to give a complete list of the users of the system along with their roles and responsibilities after detailed analysis. The proposed system should be based on centralized environment with capabilities of handling at least 10,000 or more users concurrently.

Design and Implementation Constraints:

This section will highlight design and implementation constraints that can be encountered during the development of software applications under the project. The Contractor shall resolve and provide the solutions accordingly.

Software Constraints:

- System should support all the major web browsers e.g. Google Chrome, Firefox, Internet Explorer etc.
- All the business processes must be studied and BPR activity to be performed prior to development of new modules of e-Stamping system. The BPR activity shall include but not limited to the following:
  - Study of current automated e-Stamping system in order to integrate with new system for low value non-judicial.
  - Study of the present system of issuance of low value non-judicial stamp papers, its purpose, its uses in different transactions (all types), value determination process of the transactions.
  - Study and map the existing manual process involved.
  - Identify the key processes for re-engineering
  - Design of the re-engineered processes for improving the efficiency of the collection process and prevent the revenue leakage.
  - Identify the needs and requirement of the interfacing with all stakeholders.
  - Identify the MIS requirements of the stakeholders.
  - Assist the BOR in identification of regulatory/statutory changes and guide the BOR in drafting the changes in the existing Laws and Rules.
  - Prepare the Solution Architecture Report based on the re-engineered processes.
  - Identify workflows and prepare Functional Requirement for new modules of e-Stamping System.
  - Prepare the Software Requirements Specification (SRS) and Technical Design (TD) documents for the Re-engineered processes.
  - Conduct Training Need Assessment (TNA) for the Change in Business Processes.
  - Prepare a Change Management and Communication Strategies.
  - Suggest hardware / computing requirements sufficient enough to handle the needs of the designed entire e-Stamping system (Existing and New) in a fault tolerance manner.
  - Suggest hardware for client machines with minimum set of specifications used by stamp vendors.
  - Information security requirements.
- The application should be web-enabled developed in a centralized architecture with large number of concurrent users handling.
- The necessary inputs and the possible outputs that could be generated from the system should strictly conform to the International Standard for similar projects.

- Developed application should not be client software dependent. For example, if the user's browser has a high security level, it should not breach it. The developed applications should have its own installation module that should take care of all the initial requirements and the end user should not be concerned about this aspect.
- The design should follow UML standards and should be documented at every stage.
- The developed application should have a high degree of cohesion such that each module deals with a separate task. Modules should not be highly dependent on other modules such that changes in a related module necessitate major changes in the main module.
- Complete Technical documentation of new modules that will be integrated with existing e-Stamping system will be required.
- Developed application should be upgradeable, configurable and easily maintainable.
- Developed application should be tested in all aspects before its deployment on the production.
- The application should be able to integrate with other related applications of the Banks etc.
- The software applications in the project shall have capability to replicate the data on a specified schedule or on an as-needed basis.
- A proper audit trail must be built within the proposed system.

Hardware Constraints:

The developed software applications in the project shall be designed to interoperate efficiently with the existing hardware which is currently available. The complete Hardware and computing requirements will be worked out by the selected contractor keeping in view the final design of the new modules of e-Stamping system.

Security:

The software must have standard security features inbuilt so that the software has all the checks and balances to ensure integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions. The Contractor should ensure the confidentiality, integrity and availability of data. At the same time, the Contractor should ensure that the system is not vulnerable to threats such as unauthorized modification/ alteration, repudiation of origin, denial of receipt, delay and denial of service.

The software should provide highest degree of security in the architecture. The Contractor must suggest a suitable security components required in software. Overall the Application must conform the security features as prescribed in **Security Standard ISO 27001: Information Security Management System (ISMS)**

Given the sensitivity of the information managed by the new and existing features of e-Stamping system, the design of the project must play special attention to the security features of the software applications under the project. The successful contractor must have to work with the Software Security Audit firm to be hired for the purpose in order to build a complete secured web-based new modules of e-stamping system minimizing the risks of security hazards. The successful contractor has to work very closely with the Security Audit firm for seeking advice on the different components pertaining to security of the system including but not limited to Software, System Architecture, Databases and Hosting etc.

However, the proposed architecture of software applications in the project must address the following security considerations:

- **Authentication:** There will be role based authentication and can be implemented at each level for different stakeholders where it is required. There must be different levels of security and privileges according to the use, department and authority of a user.

- **Online Security Certificates:** For highly sensitive information, for instance right of modifying an existing entry over the Intranet / Internet, the system provision for the use of Intranet / Internet security certificates in web browsers must be explored.
- **Encryption:** In order to protect sensitive data on the network, the system must use encrypted connections for all network traffic.

- **Integrity:** The system must include mechanisms for ensuring integrity of sensitive data by digital checksums and digital fingerprinting.

- **Persistent Versioning:** The system must be designed to maintain persistent and retrievable versions of all data entered in the system.
- Ability of the system to detect any manual tampering of the data at DB level by someone with systems level access.
- Ability of the system to detect and block any unauthorized machine from getting on the network.
- Ability of the system security supervisor to block any user, machine on the system. Or to approve the registration of a new machine or user at one level below.
- Ability of the system to detect any tampering with log files.
- Security Protocols should clearly be mentioned in the **User Manual**.
- Logging of all activities in database with complete audit trails / timestamp etc.

Due to the critical nature of data the system should provide:

- **Data Security**

  As the data is highly classified field level encryption may be provided, if deems appropriate, in the database for storage as well as in the communication.

- **Data Integrity**

  The software application in the project must ensure persistence of records and log updates to track changes in the system; the system must ensure that no record is ever deleted, while changes to the database must always be traced back to an authorized person.

  Due to the critical nature of data, secure online transactions are required; the digital signature mechanism (or any other security mechanism for secure online communication) for the secure communication and making the financial transactions etc.

- **Data Authenticity**

  Once the data has been entered, no one can modify the original entry; digital checksum or message digest mechanism or other appropriate for the purpose should be used for data authentication.

Customization:

Since the operational users can increase therefore expansion of the systems should be seamless. The System should be flexible and modular, changeable as per requirements since software used in the project shall be operational in complete organization. The software used in software applications in this system shall be operated in English language. The report formats will be provided during the analysis phase of software used in the project. The,

customized updates patches of the product can be integrated in the system during the maintenance phase.

Performance:

Response time for this application is critical as it deals with highly sensitive and important information regardless of the number and type of concurrent users on full load of the system.

The areas where response time is critical are given below:

- Reporting Process.
- Application processing
- Communication (Data Transfer)
- Query Processing.
- Form saving
- Retrieval of scanned data
- Seamless performance on full load with maximum number of users logged on simultaneously

SCHEDULE-6:
SUPPORT SERVICES

Supported Applications and Equipment

- e-Stamping Solution

Classification of Issues

- **Queries:** These are requests for advice on the correct usage of the application covered in the scope. These can be resolved without any change to the application(s). Queries should be handled at Level 1 support.
- **Implementation Issues:** Any issue arises due to defects in the software as defined in the Functional Specification Document.
- **Solution Defect:** These are reported when the application or application modules listed in Schedule 1 do not function as per the functionality described in the Functional Requirements Document.
- **Operational Issues:** These are issues which may arise from the normal operation of such systems (e.g. Daily backups, operational maintenance of hardware and systems including database, application servers, operating systems etc.)
- **Enhancements:** These are the alterations or enhancements in the functionality of the application (s).

Support Process

Level 1:

- Purchaser has to constitute a team to give Level 1 suuport to system users. This team will be fully trained by Purchaser in functional and technical areas to provide relevant Level 1 support.
- All users will report issues to Level 1 support team or Call Center
- All efforts shall be made by Level 1 team to analyze and resolve the issue. This will be done through guidance over phone, email or any other communication and may also include logging the issue into the Issue Tracking System provided by Contractor ("TestTrack") to reproduce and analyze the Issue, perform First Level Analysis (FLA) and offer a solution.
- After Analysis, if issues are identified as Solution Defect or Implementation Issue they will be forwarded to Contractactor via TestTrack. Emails or telephone calls may also be used to propagate the issue to Level 2 support.
- While escalating to Level 2, all steps taken to reproduce the issue will be clearly specified in TestTrack request.
- Any analytical data related to an issue will be provided through TestTrack and alternate means will be avoided.

Level 2:

- Level 2 support is provided by Contractor to support Implementation Defect, Solution Defect Issues only, collectively termed "Supported Issues". Any other issue will also be supported by the Contractor, such as Queries or Enhancements.
- Each supported issue will be assigned to appropriate resources within Level 2 pool of resources.
- Level 2 support team will review all Supported Issues and perform Level 2 FLA.

- Based on the First Level Analysis (FLA), Level 2 support team will provide fixes locally as appropriate or will provide clarification if there is any understanding issue in the application functionality.
- If required, issues will be reproduced in a test environment and any and all progress logged into TestTrack with complete details.

ANNEXURE-A:

Specifications for Development of e-Stamping Solution

Brief Background

Government of the Punjab has already revamped the process of collection of Stamp Duty in the province. The Board of Revenue, Government of the Punjab is the main agency responsible for collection of the Stamp Duty. Over a period of time there have been certain issues found in the process pertaining to fraudulent practices, high administration and management costs, no or minimal citizen facilitation, revenue leakage due to back dated and fake stamp papers etc.

Government of the Punjab collects revenues through provincial own sources in different ways. 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.

PITB on behalf of the Board of Revenue, Government of the Punjab is executing the project. The detailed scope of work is being mentioned in the proceeding paragraphs based on which the interested parties will submit their bids complying the conditions and the timelines in the assignment.

Objective of the Assignment

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, authority letters, bank loans, special power of attorney, trust deed etc. The non-judicial stamp papers less than and equal to Rs. 1,000/- are referred to as low denominations and worth above Rs. 1,000/- are referred to as high-value Stamp papers. The low denomination stamp papers are issued by stamp vendors. The high value non-judicial (above Rs. 1,000/-) and judicial stamp papers (> Rs. 20/- and <= Rs. 15,000/-) are now available through e-Stamping system.

The current assignment revolves around the business process re-engineering and simplifying the process of issuance of low value (below or equal to Rs. 1,000/-) non-judicial stamp papers through automation and generation of the stamp papers in real time based on the input parameters. The current system of issuance of low 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 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 stamp vendor receives the stamp paper after one to two days from the treasury office. Citizen can visit to any stamp vendor to purchase low denomination stamp papers.

Some of the major issues in the existing arrangement for low value stamp papers 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 new modules of e-Stamping system will be online and needed to be embedded in the existing system in terms of front end and back end and any person desirous of purchasing low value non-judicial stamp papers can access the system by a simple internet connection. The value of stamp duty will be calculated on the basis of the data provided by the citizen. The relevant information of the parties will be fed into the system. Challan 32-A will be generated based on the data provided by the citizen and he can visit nearest designated branches of banks. On payment of stamp duty the bank counter will print e-Stamp paper and will handed over to citizen. The genuineness of these low value e-Stamp papers can be verified through online e-Stamping system or via SMS and may be delisted by the concerned authorities.

New module will be developed to manage stamp vendors. Stamp vendors will be registered and their license will be renewed through the online e-Stamping system using smart card or any innovative method. While logging into e-Stamping system, application will confirm the browsers location. System will also provide facility to the citizens to generate Challan 32-A through online system for purchasing of Adhesive Stamps. These Challans will be deposited in designated branches of banks. System should take care of all types of Adhesive Stamps while generation of Challan 32-A. System will also provide facility to citizens to generate Challan 32-A for Copying Fee that will be deposited into designated branches of banks.

Refund process will be automated through e-Stamping system. Treasury officer and District collector will access and verify the record through online e-Stamping system to process and complete the refund application. Develop a tool to draw Key-whole Markup Language (KML) files on Google Maps. KML files will be automatically loaded once relevant area selected on Google Map.

Develop a module for event log management of Auditors. Auditors will be registered through this module and it will keep track of all activities performed by the auditors in field. Auditors can use mobile application along with web application for their inspection / auditing activities. Mobile application will be developed in Android and IOS platforms.

The receiving Banks will ensure realization of receipts into account 1 of Provincial Government. The system will also provide the access to multiple stakeholders including but not limited to Finance Department (treasury / district account office) and Board of Revenue for maintaining accounts / reconciliation on real time basis.

Purchaser wants to implement a project, based on Blockchain technology that can help reduce fraud and misuse problems of data storage in such a way that it becomes difficult to manipulate or change data without having the proper authority and following proper protocols. Purchaser wants to implement a Blockchain and Distributed Ledger solution to ensure that the complete e-Stamp transactional data for entire Punjab is tamper proof and immutable. The basic intent of Blockchain is to enable impeccable record keeping by transforming e-Stamping transactional data more secure and transparent.

The scope of Blockchain Technology should be to record complete end to end lifecycle of an e-Stamp transaction which include all new and existing e-Stamp transactions. Blockchain shall be implemented in phase manners for all new and existing e-Stamp transactions. Blockchain implementation must provide monitoring web based interfaces for all nodes to multiple users which will allow the verification of any e-Stamp stored in the Blockchain. The monitoring interface will also be available as a service which can be invoked from external systems with appropriate authentication. The Blockchain shall be implemented on multiple nodes as

required by Purchaser. Contractor shall be responsible to implement the solution and also provide any software licenses used to implement Blockchain solution for a minimum of 2 years.

Blockchain should be implemented in such a manner that system performance shall not be impacted. Contractor shall design a solution in such a manner that it must ensure scalability and integration with new changes or modules of e-Stamping system. Contractor shall ensure the existing e-Stamping features, reports, etc. must not be impacted due to Blockchain implementation in any case.

Contractor shall confirm that all product releases will be backward compatible and interoperable with all prior hardware or software releases. Contractor shall ensure that Blockchain implementation will be compatible with existing hardware of e-Stamping system.

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 new modules of 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
- Integration with existing e-Stamping system

Scope Duties and Responsibilities of Contractor

The above process is a tentative solution of the given problem, the applicants are required to submit their bid and proposed their own solution based on the information presented in the preceding paragraphs and analysis of the existing system and their experience and international best practices. 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 and computing requirements of the solution in all respects.

Overall Description

This section will provide an overview of the characteristics of the software applications in the project. It will specify the environment, in which it will be used, the anticipated users of the software applications of the project, the known constraints, assumptions and dependencies. The following applications will be needed to develop, implement and integrate;

- **Business process re-engineering (BPR)** and **automation of low value stamp papers**
  New module shall be developed and it will be integrated with existing e-Stamping system.
- Required to integrate all schedule banks along with their payment and receipt module to the specified account and enable banks to use the software for issuance of electronic stamp papers through dedicated or general cash counters within the banks
- Based on the understanding and analysis, the contractor will submit the Proof of Concept Document (POC).

User Characteristics

There will be multiple users and number of stakeholders of the system including general public, banks, sub-registrars, district government, treasury offices, Finance Department, Board of Revenue etc. Each type of users will have their specific role and privileges to the system to perform some particular functions and actions. The contractor will be required to give a complete list of the users of the system along with their roles and responsibilities after detailed analysis. The proposed system will be integrated with existing e-Stamping system in such way that it can handle at least 10,000 or more users concurrently.

Design and Implementation Constraints

This section will highlight design and implementation constraints that can be encountered during the development of software applications under the project. The successful contractor shall resolve and provide the solutions accordingly.

Software Constraints

- System should support all the major web browsers e.g. Google Chrome, Firefox, Internet Explorer etc.
- All the business processes must be studied and BPR activity to be performed prior to development of new modules of e-Stamping system. The BPR activity shall include but not limited to the following:
  - Study of current automated e-Stamping system in order to integrate with new system for low value non-judicial.
  - Study of the present system of issuance of low value non-judicial stamp papers, its purpose, its uses in different transactions (all types), value determination process of the transactions.
  - Study and map the existing manual process involved.
  - Identify the key processes for re-engineering
  - Design of the re-engineered processes for improving the efficiency of the collection process and prevent the revenue leakage.
  - Identify the needs and requirement of the interfacing with all stakeholders.
  - Identify the MIS requirements of the stakeholders.
  - Assist the BOR in identification of regulatory/statutory changes and guide the BOR in drafting the changes in the existing Laws and Rules.
  - Prepare the Solution Architecture Report based on the re-engineered processes.
  - Identify workflows and prepare Functional Requirement for new modules of e-Stamping System.
  - Prepare the Software Requirements Specification (SRS) and Technical Design (TD) documents for the Re-engineered processes.
  - Conduct Training Need Assessment (TNA) for the Change in Business Processes.
  - Prepare a Change Management and Communication Strategies.
  - Suggest hardware / computing requirements sufficient enough to handle the needs of the designed entire e-Stamping system (Existing and New) in a fault tolerance manner.
  - Contractor shall also suggest hardware / computing requirements sufficient enough to handle the needs of the designed Blockchain solution for e-Stamping system (Existing and New) in a fault tolerance manner for Primary and DR environments.
  - Suggest hardware for client machines with minimum set of specifications used by stamp vendors.
  - Information security requirements.

- The application should be web-enabled developed in a centralized architecture with large number of concurrent users handling.
- The necessary inputs and the possible outputs that could be generated from the system should strictly conform to the International Standard for similar projects.
- Developed application should not be client software dependent. For example, if the user's browser has a high security level, it should not breach it. The developed applications should have its own installation module that should take care of all the initial requirements and the end user should not be concerned about this aspect.
- The design should follow UML standards and should be documented at every stage.
- The developed application should have a high degree of cohesion such that each module deals with a separate task. Modules should not be highly dependent on other modules such that changes in a related module necessitate major changes in the main module.
- Complete Technical documentation of new modules that will be integrated with existing e-Stamping system will be required.
- Developed application should be upgradeable, configurable and easily maintainable.
- Developed application should be tested in all aspects before its deployment on the production.
- The application should be able to integrate with other related applications of the Banks etc.
- The software applications in the project shall have capability to replicate the data on a specified schedule or on an as-needed basis.
- A proper audit trail must be built within the proposed system.

Hardware Constraints

The developed software applications in the project shall be designed to interoperate efficiently with the existing hardware which is currently available. The complete Hardware and computing requirements will be worked out by the selected contractor keeping in view the final design of the new modules of e-Stamping system.

Security

The software must have standard security features inbuilt so that the software has all the checks and balances to ensure integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions. The Contractor should ensure the confidentiality, integrity and availability of data. At the same time, the Contractor should ensure that the system is not vulnerable to threats such as unauthorized modification/ alteration, repudiation of origin, denial of receipt, delay and denial of service.

The software should provide highest degree of security in the architecture. The Contractor must suggest a suitable security components required in software. Overall the Application must conform the security features as prescribed in **Security Standard ISO 27001: Information Security Management System (ISMS)**

Given the sensitivity of the information managed by the new and existing features of e-stamping system, the design of the project must play special attention to the security features of the software applications under the project. The successful contractor must have to work with the Software Security Audit firm to be hired for the purpose in order to build a complete secured web-based new modules of e-stamping system minimizing the risks of security

hazards. The successful contractor has to work very closely with the Security Audit firm for seeking advice on the different components pertaining to security of the system including but not limited to Software, System Architecture, Databases and Hosting etc.
However, the proposed architecture of software applications in the project must address the following security considerations:

- **Authentication:** There will be role based authentication and can be implemented at each level for different stakeholders where it is required. There must be different levels of security and privileges according to the use, department and authority of a user.
- **Online Security Certificates:** For highly sensitive information, for instance right of modifying an existing entry over the Intranet / Internet, the system provision for the use of Intranet / Internet security certificates in web browsers must be explored.
- **Encryption:** In order to protect sensitive data on the network, the system must use encrypted connections for all network traffic.
- **Integrity:** The system must include mechanisms for ensuring integrity of sensitive data by digital checksums and digital fingerprinting.
- **Persistent Versioning:** The system must be designed to maintain persistent and retrievable versions of all data entered in the system.
- Ability of the system to detect any manual tampering of the data at DB level by someone with systems level access.
- Ability of the system to detect and block any unauthorized machine from getting on the network.
- Ability of the system security supervisor to block any user, machine on the system. Or to approve the registration of a new machine or user at one level below.
- Ability of the system to detect any tampering with log files.
- Security Protocols should clearly be mentioned in the **User Manual**.
- Logging of all activities in database with complete audit trails / timestamp etc.

Due to the critical nature of data the system should provide:

- **Data Security**
  As the data is highly classified field level encryption may be provided, if deems appropriate, in the database for storage as well as in the communication.

- **Data Integrity**
  The software application in the project must ensure persistence of records and log updates to track changes in the system; the system must ensure that no record is ever deleted, while changes to the database must always be traced back to an authorized person.

  Due to the critical nature of data, secure online transactions are required; the digital signature mechanism (or any other security mechanism for secure online communication) for the secure communication and making the financial transactions etc.

- **Data Authenticity**
  Once the data has been entered, no one can modify the original entry; digital checksum or message digest mechanism or other appropriate for the purpose should be used for data authentication.

Customization
Since the operational users can increase therefore expansion of the systems should be seamless. The System should be flexible and modular, changeable as per requirements since

software used in the project shall be operational in complete organization. The software used in software applications in this system shall be operated in English language. The report formats will be provided during the analysis phase of software used in the project. The, customized updates patches of the product can be integrated in the system during the maintenance phase.

Performance

Response time for this application is critical as it deals with highly sensitive and important information regardless of the number and type of concurrent users on full load of the system.

The areas where response time is critical are given below:

- Reporting Process.
- Application processing
- Communication (Data Transfer)
- Query Processing.
- Form saving
- Retrieval of scanned data
- Seamless performance on full load with maximum number of users logged on simultaneously

Assumptions and Dependencies

Currently, the software to be developed has many dependencies. The new modules will be integrated with existing system of e-Stamping and with all designated Bank Branches. The successful contractor is expected to calculate each set of dependencies presented here or any other related and design the system accordingly.

System Requirement

Design Requirements

This section specifies the high-level design requirements for the development and implementation of new modules of e-Stamping system to be developed in the project.

Operating Environment

The operating requirement of software developed in the project will be centralized, may comprise of heterogeneous hardware, a diverse set of users and evolving user requirements in numbers and roles.

Architectural Environment

The architecture of the developed software in the project shall be modular, extensible and portable. Specifically, the developed software system must meet the following requirements:

- Software will have the capability to run in centralized architecture. The architecture will be client server based with all entries directly entering into central location.
- The developed software should be based on a layered architecture decoupling the application software and the database.
- The software in project must be based on a clearly delineated object-oriented design. Each module in this software must have a clean, well-defined interface with other modules in the system, permitting separation of concerns and modular updates.
- The developed software in project shall have a comprehensive and easy to

use installation mechanism, capable of installing, configuring and trouble-shooting the installation on a variety of platforms.

Software Requirement

Nonfunctional Requirement

Documentation

- The software to be developed in the project shall be documented at all levels of design:
  - Functional Specification
  - Architectural Design
  - Application Programmer Interface (API)
- The design of the software should follow UML standards and should be documented at every stage.

Supportability

- The code and supporting modules of the system should be well documented and easy to understand. Online user documentation and help must be required in the developed application.

Personal Verification

- In order to facilitate the record verification and personal identification, the system could provide record.

Requirement Traceability

Upward Traceability

- Traceability from each requirement in this specification to the system or subsystem requirements it addresses.

Downward Traceability

- Traceability from each system or subsystem requirement to the requirements contained in this specification.

Deliverables

Following are the deliverables to be provided by the successful contractor:

Business Process Re-Engineering (BPR), Enhancement / development of new modules of e-Stamping System and integration with existing system of e-Stamping.

- Proof of Concept Document (POC)
- Methodology / Project Plan for design and implementation
- Functional Requirement document that shall cover all new modules and users.
- SRS / Story boards of all the business process after BPR activity
- Prototype of business process after BPR activity in demonstration in mock environment with the entire domain related verification to be done as per actual scenario
- Functional Specification (ER diagram, data dictionary, coding convention)
- Source Code
- Detailed Test Plan and Detailed Test Cases before the start of System Test Phase
- UAT at user site

- Deployment manual, Installation manual, user manual
- Software package comprising of the Software, Source Code, Object Code, User Manual, Technical Manual, Installation Instructions and other documents or files to the Client
- Training to all stakeholders as per requirement along with requisite manuals
- Maintenance and support for new and existing applications, bug fixing, change request, all operations and coding related function at least till September 2019 extendable up to further period of 3-5 years with mutual consent.
- Initially the e-Stamping System will be piloted in Gujranwala District or any other district as assigned by the authorities, after that it will be replicated in rest of the districts after successful completion.

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,
Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

ANNEXURE-D

The table is to be read in conjunction with the notes written below and Section 6 mentioning the Scope.

Financial Cost Sheet / Price Table

Sr. #	Description	No of Units/Quantity (1)	Unit Rate (Incl. all Taxes if applicable) Rs. (2)	Total Cost (Incl. all Taxes) Rs (3=1x2)
a) Application				
1	Project Governance Plan, Requirements Document and Analysis & Design Document (Functional Specification Document and Technical Design Document).	Lum Sum		
2	User Acceptance Testing – Sprint 1	01		
3	User Acceptance Testing – Sprint 2	01		
4	User Acceptance Testing – Sprint 3	01		
5	Pilot Launch (One Selected District)	01		
6	Implementation all over Punjab – First Selected Seventeen Districts	01		
7	Implementation all over Punjab – Second Selected Eighteen Districts	01		
8	Maturity Period 1 (First Six Months)	01		
9	Maturity Period 2 (Second Six Months)	01		
10	Software Licenses (Up Front Cost If Any)	01		
			Total:	**A**
b) Operational Cost for 1 year				
1	Operational Cost	12 Months		
2	Software Licenses (Recurring Cost If Any)	Minimum 3 Years		
			Total:	**B**
			Grand Total	**X = A + B**

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

Notes to the Price Table:

1) *Box X is the total Bid Price*
2) *The bids shall be prepared on the units given in Table above.*
3) *Payment against all above mentioned services will only be made as per payment module.*
4) *The Purchaser may not utilize volume in Box X regardless of which payments to be made.*

_____

In the capacity of

Duly authorized by

Signature of authorized person

Name & Official Seal:

Date _____ Place _____

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-E

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the contractor.

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 Contractor 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 Contractor.

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-G

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:

ANNEXURE-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _(Name of the contractor / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms.

_____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the contractor company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the contractor in the bidding and in the evaluation and selection of the contractor for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

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 time 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.

_____
Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

_____ Notary Public

ANNEXURE-I

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and 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 twenty eight (28) 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 before 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 _____ 2018.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

APPENDIX A – Application Functions

Critical Application Functions

The critical application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Critical Functions
<Other applications>	

Important Application Functions

The important application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Important Functions
<Other applications>	

Supportive Application Functions

The supportive application functions included in this agreement at the time of writing this document are listed below. In the future, new applications can be added by planning for appropriate knowledge transfer.

Application	Supportive Functions
<Add applications as necessary>	