

**GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL,
EXCISE, TAXATION & NARCOTICS CONTROL
DEPARTMENT PUNJAB**

BIDDING DOCUMENT

**PROCUREMENT OF COMPLETE PRINTED
AUTOMATED REGISTRATION CARD**

for

(All Districts of the Punjab)

Note: The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

January 2017

1. INTRODUCTION / INSTRUCTIONS

1. The Competent Authority(procurement) Excise, Taxation & Narcotics Control, Punjab invites **sealed bids** from the interested bidders for supply of printed/finish Automated Registration Card (ARC) as per the given technical specifications mentioned in the tender document. The system will be implemented across 36 districts of Punjab.
2. Solution would be a turnkey project for a contract period of 5 years. The bidder is required to furnish and setup all relevant components and dependencies in accordance with the technical scope details as mentioned in this document and provide support for the duration of the contract period. Government of the Punjab is seeking proposals for the provision of services for supply of printed automated registration card in Punjab for entering into a contract for five years with the successful bidder.
3. The essential requirements for ARC are counterfeit-resistance, durability, and the ability to store data securely for atleast five years from the issuance of the card.
4. The procurement process shall be governed by PPRA Rules 2014.
5. Bidders are required to submit bids in sealed envelopes, for the mentioned scope of work , as per PPRA 2014 rules specifying single stage two envelopes procedure. Proponents applying for bids should submit **two separate sealed bids in one envelope**, containing, Technical and Financial Proposals.
6. Bidders are required to supply / deliver ARC as per the given specifications and location mentioned in the tender document.
7. The bidder shall furnish an indemnity bond along with the performance guarantee of 5 % of the total value of contract on the basis of approximately 2 million per year ARC and the quoted price.
8. Financial Proposal should contain the rate per printed ARC card of the quoted Technical Specifications, provided under clause 2 of this document.
9. Prices shall be quoted in Pak Rupees (PKR) inclusive of all taxes.
10. The bidder/supplier must have the experience of supply/ providing the same nature of product directly or through authorized partner.
11. The bids shall remain valid for 60 days. Moreover, quoted price should valid for at least 90 days, with effective from the opening of Financial Proposals
12. The intended bidders are required to purchase this bidding document from the office of the Additional Director General/ Competent Authority(Procurement) Excise, Taxation & narcotics Control, Punjab 847-A,Shadman-I,Lahore on payment of tender document price Rs.1000/- (Non-refundable) in the shape of Bank Draft. However the bidding document /tender document can be downloaded for information from the official website of PPRA (<http://ppra.punjab.gov.pk/>) as well as official website of Excise Department (<http://excise-punjab.gov.pk/>). In case the tender document is downloaded, the tender document price will have to be submitted with the bid.

13. 5 % of estimated price Bid Security amounting to Rs. 250 Million must be furnished in the shape of Bank Guarantee / Bank Draft or Pay Order in favor of Additional Director General, Excise, Taxation & Narcotics Control, Punjab by the bidder along with the bid to secure the Obligations.
14. Delivery details of items is mentioned in Schedule-A
15. Only GST registered /NTN registered Contractor / Firm should apply.
16. Five Years ARC warranty in every aspect except accident shall be mandatory.
17. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or Proposal.(Rule35(1))PPRA 2014.
18. Bidders must submit bids on Turnkey basis. Failure to meet this condition will cause disqualification of the bidder.
19. Payment mechanism – monthly basis
 - a. Monthly invoice (based on system generated report for the printed and delivered cards) will be shared by the vendor within first five working days of the month. The invoice will be related to the printed and delivered cards to purchaser during the previous month.
 - b. Payments will be released to the vendor within 20 days of submission of invoice.

20. The applications of those firms who are black listed by any government department or by any of the International Donor Agency like World Bank, JICA, and ADB etc and this blacklisted continues on the date of submission of application. shall be rejected without detailed evaluation. The applicant is required to submit an undertaking on judicial paper that he or any of his associates is not in the list of black listed firms of the above mentioned departments or financing institutions. Neither have they been blacklisted by the Procuring Agency, the Federal and/or any Provincial government and/or any government/state department, agency or authority.

21. The system installed must be flexible having the capability allowing the leverage to introduce new card designs anytime during the term of contract with existing specifications.

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

Primary Contact:
Additional Director General
Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Department,
Government of the Punjab
847A, Shadman-I, Lahore
042-99203567
Email: adgent@punjab.gov.pk

Secondary Contact:
Director-DVRS
Excise, Taxation & Narcotics Control Department,
Government of the Punjab
847A, Shadman-I, Lahore
042-99205609
khuram@punjab.gov.pk

Additional Director General
Competent Authority (Procurement)
Excise, Taxation & Narcotics Control, Punjab
847-A, Shadman-I, Lahore
Tel. No. 042-99203567

2. TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Technical Specifications and scope of work is given below; all the bidders are required to quote according to given specifications:

SCOPE OF WORK

Excise department intends to transition from vehicle registration booklet to NFC based Automated Registration Card (ARC). Contractor will provide completely & correctly printed Automated Registration Card to purchaser.

1. Printing solution for NFC based Automated Registration Cards

A centralized model will be used for the printing of cards, whereby the required cards will be printed by the contractor at a central location. Purchaser will provide 20 Feet X 40 feet Size space at Directorate General Excise, Taxation & Narcotics Control Department Punjab 847-A, Shadman-I, Lahore.

The contractor shall be responsible for setting up a fully equipped centralized ARC production facility at a designated location provided by ET&NC, in Lahore. ET&NC will provide Only Space while all utilities including Primary & backup power arrangement will be responsibility of contractor. Moreover, the contractor shall be solely responsible for security, safe custody of the stocks, maintenance and up keep of the warehouse premises and of the Automated Registration Cards. Necessary measures shall be taken to ensure that the cards do not get misplaced, damaged or stolen.

2. Management of complete lifecycle of ARC from Printing to delivery to Department including development of Inventory module and integration with Motor Transport Management Information System (MTMIS) application is contractor's responsibility. MTMIS system is developed in Oracle and Java.

The proposed system shall be capable of managing the issuance of ARC for an approximate two million (2,000,000) vehicles per year, Contractor is bound to maintain sufficient stock to produce 500,000 cards throughout the duration of the contract, however at the commencement of production, sufficient stock must be available to produce registration cards for two upcoming quarters. Failure to supply items within the stipulated time period will invoke penalty @ 2% of the invoice price per month, besides BLACKLISTING of the delinquent supplier as per the PPRA Rules 2014 (as amended from time to time). The centralized printing facility shall be fully equipped to meet daily demand of ARC with clear plan for expansion in case of growth and redundancy/backup. ET&NC MTMIS Oracle database will be accessed by the production software to produce ARCs. The contractor will also be responsible for conducting the necessary integration with the Excise department servers for the issuance of cards.

The system, developed by the contractor, will indicate the time and date of approval of registration by the MRA. After the approval, completely printed card will be handed over to the Department within 48 Hours' time period except public holidays.

3. Provision of hardware and software at 42 district offices for updating NFC cards

A separate mechanism will be set in place to update the issued Automated Registration Cards. Since the card is valid for 5 years, the recurring changes/updates will be required to be updated on the NFC chip securely. Secure hardware and software solution is required to update all kind of periodical & recurring changes on card. This shall be done securely, in a transparent way ensuring to avoid any temper or user manipulation.

Therefore, for this model, the contractor shall furnish the required NFC peripherals(as mentioned above) with technical support with 24 hour maximum downtime at the designated 400 Excise counters across the 42 Excise district offices and 162 counters at 9 facilitation centers in the province to accommodate updating of the existing cards. Integration with the existing Excise database will also need to be established by the contractor.

4. Mobile application for verification of ARCs by Excise field officers

A field verification application shall be provided that will provide the NFC-enabled android mobile phones with a platform application to read the data from the NFC chip. Therefore, the application should develop a mechanism that uses a unique key/passcode for each individual ARC verification. The application after reading data from the NFC chip on the card will verify the card details and display the token tax expiry date along with other agreed information. User ID based accounting of all NFC card verifications Moreover contractor will provide one time android phone free of cost along with IMEI number mapped according to following distribution plan:

| S.NO | DIVISION/DISTRICT NAME | QUANTITY |
|------|-----------------------------------|----------|
| 1 | Lahore District | 20 |
| 2 | Divisional Headquarters | 4 |
| 3 | District Rahim Yar Khan & Sialkot | 4 |
| 4 | Remaining Districts | 2 |
| 5 | DG Excise Office | 5 |

5. Issuance of New ARC on every Amendment/ change in the printed contents on ARC
Contractor will print New ARC upon Amendment/ change in the printed contents on ARC with unique serial number, before issuance of new ARC, previous ARC will be dismissed/disabled in the system, this activity (software development component) will be responsibility of the contractor.

6. Every contractor will provide 10 samples each of sleeves and ARC with different designs on required specifications along with the technical bid. ET&NC will select one design or will suggest combination of designs from all 10 samples which will be considered as final approved design.
7. For Security reasons excise department will have full visibility control over inventory of stock and whole process of printing.
8. Sample testing for compliance with the technical specifications will be conducted by purchaser on vendor's expense on six monthly basis. One Hundred random cards will be selected for sampling.
9. Excise Department will provide access to relevant database for integration of software application.
10. Final Design of the Automated Registration card and the Packing sleeve shall be provided by ET&NC at the time of issuance of Letter of Acceptance (LOA).
11. The bidder shall be responsible for arrangements of visit to their Principal's facility of Sleeves & Card for inspection each year during the contract period at their expense for a two-member team of the Purchaser/Client nominated by the Purchaser.
12. The contractor will be responsible for all the changes required to existing Excise MTMIS Oracle database including:
 - a. Building, management and maintenance of workflows on workflow builder
 - b. Creation of reports for monitoring on report builder
 - c. Cross application communication using a compatible and suitable composite application for seamless integration such as SOA etc
 - d. Use of efficient web services for handling complex data
 - e. Providing business intelligence dashboards for monitoring of card processing cycle

TECHNICAL DETAILS:

The Automated Registration Card will strictly follow the specifications mentioned below. Contractor will maintain Blank White Stock and all printing must be carried out inside ET&NC facility which will be located at Directorate General , Excise , Taxation & Narcotics Control Punjab , 847-A,Shadman-I,Lahore. The bidder is responsible to maintain secure inventory at the production site at all times.

| | |
|---------------------------|----------------------------------------------------------------------------|
| Material: | PET with PVC Surface Finish for Thermal Transfer Printing |
| Size: | 86mm x 54mm x 0.80 mm (ISO 7810 Standard ID-1) |
| Printing: | Blank White Stock – All printing must be carried out inside ET&NC facility |
| NFC Chip | ISO 14443A, Contactless Mifare DESFire EV1 – 2K with 3DES, AES Encryption |
| Branding on Jacket | Excise logo branding and packaging with Jacket(sleeve) |

The production systems supplied to print ARC must at least follow and support the below specifications.

| | |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Design | Both Sides, minimum 600dpi - Variable design for each category |
| Design Features | 4 Colour Design CMYK with Guilloche on both sides Pigment printing process must be used to provide fade protection Metallic Golden/Silver Emblem (design to be provided by the department) Having feature of Variable UV Security Printing |
| Chip Personalization | Secure Chip personalization using a unique key/passcode for each card that enables protection enabled in such a way that unless that card is physically presented for verification, it cannot be read. Chip data must contain offline data for verification |
| Machine Readable | MRZ, Chip Data, QR Code |
| Protection | Customized Holographic Security Laminate 1.0mil, on front. Clear 1.0mil laminate on the back of card |
| Customized Holographic Laminate (Security Features) | <ul style="list-style-type: none"> • 1.0 mil thick • Holographic OVD Design(hot stamped / part of custom laminate) • Guilloche security printing • Microtext • Kinetic Animation • Flip Image • Optical Variable Ink/Mica Flip Ink |
| Additional features | <ul style="list-style-type: none"> • Laser retrievable covert text • Latent / Ghost Image • Pseudo color |
| Customized Tactile Seal | Customized Tactile Impression on the card |

Minimum NFC Reading Writing requirements:

NFC READING - USB DONGLES (DEVICE/PERIPHERAL SPECS):

USB 2.0 Full Speed Interface

Read/write speed up to 424 kbps

Built-in antenna for contactless tag access, with card reading distance of up to 50 mm (depending on tag type)

Supports ISO 14443 Type A and B cards, MIFARE, FeliCa, and all 4 types of NFC (ISO/IEC 18092) tags including DESFire EV1

Built-in anti-collision feature

Compliance / Certifications:

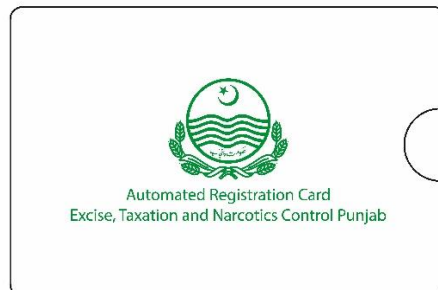
ISO 18092, ISO 14443, ISO 7816, NFC Forum, PC/SC, EN60950/IEC 60950, CE, FCC, VCCI, MIC, KC, RoHS 2, USB Full Speed, Microsoft® WHQL

Operating System Support: Windows®, Linux®, Mac OS

CARD SLEEVE SPECIFICATION:

The card will be delivered in a jacket (see image below).

- Card sleeve specs
- Department logo
- Automated registration card
- Excise, Taxation and Narcotics Control Punjab
- Card Jacket with 1 Colour Printing
- Parachute/PVC Material, One Sided Grain (Inner Side), 0.25mm thick



ANDROID PHONE SPECIFICATIONS :

Hardware:

Primary Camera: 5.0 MP at least

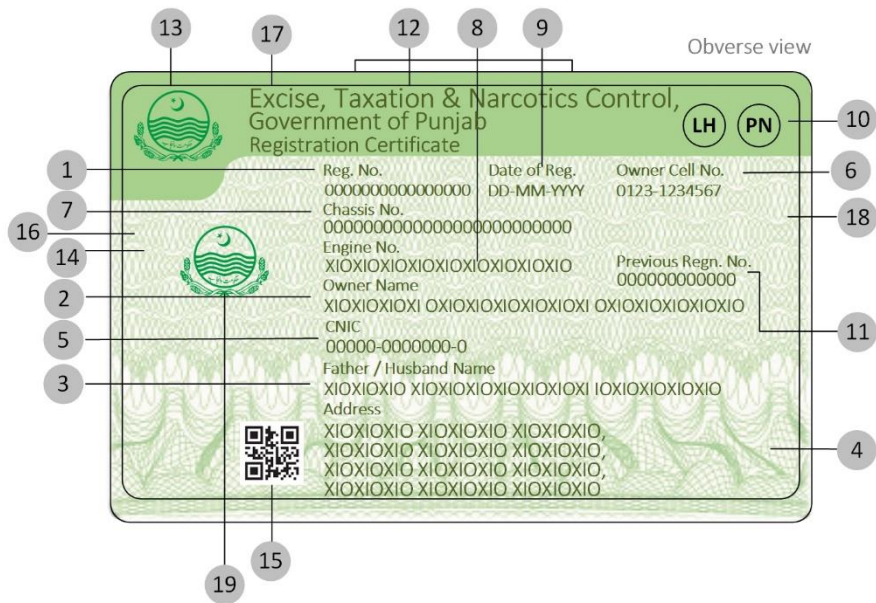
Near Field Commutation (NFC) support

Software:

Requires Android: Jelly Bean (Any version) or higher

Sample card layouts:

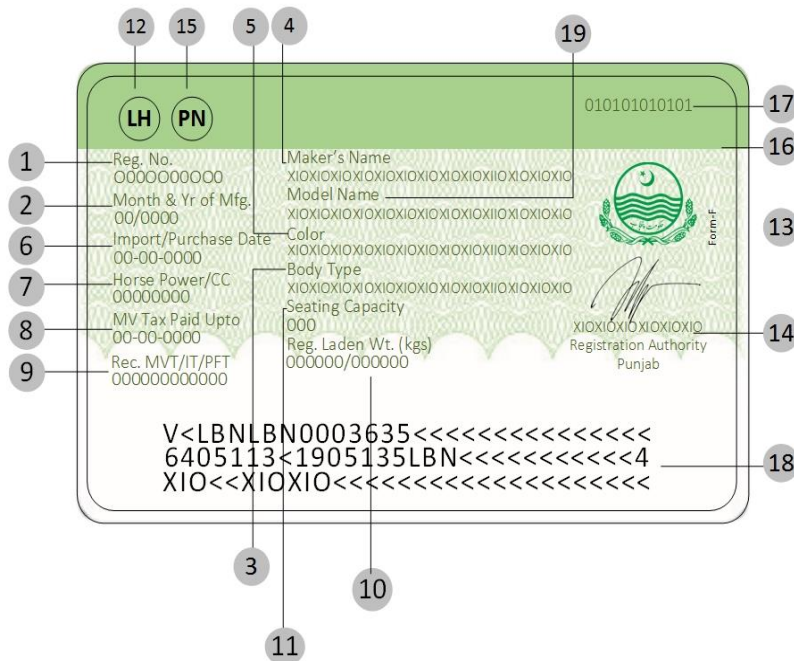
Obverse View of RC



Features:

1. Registration No.
2. Owner's Name
3. Father / Husband Name
4. Address
5. CNIC
6. Owner Cell Number
7. Chassis No
8. Engine No.
9. Date of Registration
10. Province Code
11. Previous Reg. No.
12. Card Header
13. Golden Provincial Emblem
14. Micro Text
15. QR Code
16. NFC
17. Department Name
18. Guilloche Pattern
19. Departmental Logo

Reverse View of RC



Features:

1. Registration No.
2. Month & Yr. of Mfg.
3. Type of Body
4. Maker Name
5. Color
6. Import / Purchase Date
7. Horse Power / CC
8. M. Vehicle Tax Rs. Paid Upto
9. Recoverable MVT / IT / PFT
10. Registration Laden Weight
11. Seating Capacity
12. District Symbol
13. Form-F
14. Registering Authority's Name & Signature
15. Province Code
16. Hot Stamped Hologram
17. Card Serial No.
18. Machine Readable Zone (MRZ)
19. Model Name

3. SUBMISSION OF BID

3.1. Labeling

- (a) To be addressed to the following address:

Additional Director General, Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Department Punjab
847-A, Shadman-I
Lahore
Tel. No. 042-99203567

- (b) bear the following identification:

Bid for “Procurement of _____”
DO NOT OPEN BEFORE 27th of March 2017.

- (c) Fax bid will not be entertained.

3.2 Deadline for Submission of Bid

- 3.2.1 The original bid must be received by the Purchaser / Client at the address specified in Clause 3.1 not later than:

Date: 27th of March 2017.

Time: **1200 hours**

3.3 Late Bid

The bid received by the Competent Authority(Procurement)/Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant to Clause 3.2, will be rejected and returned unopened to the bidder.

3.4 Clarification of Bid Document

3.4.1. Prospective bidders at least seven (7) working days prior to last date of submission of proposal may request in writing for clarification of the tender document, the criteria for qualification or any other aspects of the tender document.

3.4.2. To assist in evaluation of bids, the Purchaser may, at its discretion, ask an applicant for a clarification. The bidder must respond within 5 working Days to all questions and provide complete information. Any lapses in providing essential information may result in the disqualification of the bidder.

4 Consortium /JV

- 4.1 Proposals submitted by a consortium/JV of two or more companies or partners shall comply with the following requirements:

- a) Lead Partner / JV Partner shall have credibility and shall provide references

in financial strengths showing **Min PKR 2 Billion or equivalent for the last 3 consecutive years, Annual Turnover.**

- b) The proposal, and in case of successful Proposal, the Contract form, shall be signed by all so as to be legally binding on all the partners.
- c) One of the partners shall be authorized to be lead partner. This authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- d) The lead partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the consortium.
- e) All conditions regarding eligibility as indicated at clause 7 will apply to individual partners of the JV as well.
- f) It is clarified that in case of consortium the lead partner must be Pakistan based.

4.2 Number of Proposals

No Interested Parties or its Associate(s) shall submit more than one proposal. A contracting form applying individually or as an Associate(s) shall not be entitled to submit another proposal either individually or as a member of any consortium/JV etc, as the case may be.

4.3 Legal Capacity

Any entity which has been barred by the Federal Government, any Provincial, State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of submission of proposal, will not be eligible to submit a proposal either by itself or through its Associates/consortium/JV etc.

5. OPENING AND EVALUATION OF BID

5.1 Opening of Bid

- 5.1.1 The bid shall be opened by the Purchaser/Client at **1400 Hrs on 27th March 2017** in the presence of the bidder's representatives at the office of the Competent Authority(Procurement), given below:

Office of the Additional Director General/Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Punjab
847-A, Shadman-I
Lahore

5.2 Evaluation and Comparison of Bids

The Purchaser / Competent Authority(Procurement) will evaluate and compare the bids previously determined to be substantially responsive.

5.2.1. Technical Evaluation

All the bidders are advised in their own interest to provide the following for a fair evaluation of their capacity for the issuance of contract. Failure to furnish any of the requisite documents will impact on the possibility of success of the bidder. A duly filled copy of the mandatory documents shall be annexed and attached with the sealed envelope by every bidder. An evaluation criterion is given below:

Total Marks / Points =

Passing Marks / Points = 70% of the total marks

| DOCUMENTS CHECK LIST(MANDATORY) | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------|
| All interested parties are advised in their own interest to provide the following mandatory documents for a fair evaluation of their capacity to perform the contract. Failure to furnish any of these documents will result in disqualification of the bidder. A duly filled copy of this check list with documentary proof shall be annexed and attached with the sealed envelope by every contracting firm with page numbering. | | | |
| SR# | DOCUMENT NAME | COMPLIANCE YES/NO | REMARKS |
| 1 | Certificate of Registration of Firms / Company / Distributor / Dealer (Company incorporation/Registration certificate of all parties) | | |
| 2 | Income Tax Registration | | |
| 3 | General Sales Tax Registration | | |
| 4 | Undertaking for complete Scope of Work | | |
| 5 | Confirmation to Specifications(As per RFP) | | |
| 6 | Proof of Annual Turn Over | | |
| 7 | Performance certificate of past plastic card supply/printing | | |
| 8 | Undertaking as required in clause 25 that the firm is not at the date of submission of application, blacklisted. | | |
| 9 | Proof of payment of Professional Tax administered by Punjab if applicable | | |
| 10 | ARC and jacket Samples with all security features as per tender documents (10 Samples) | | |
| 11 | Undertaking of compliance of Tender Document | | |
| 12 | The bidder should have verifiable presence / office at least in Pakistan. (documentary evidence required) | | |

| | | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 13 | Qualified for Quality Assurance and Management like ISO 9001 - 2008(documentary evidence required) | | |
| 14 | Bidder having helpdesk in Pakistan(Following documentary evidence required) - Support Process Flow Charts - Complaint Handling - Escalation Mechanism - Problem Management Process - Complaint Service Desk Software | | |

| EVALUATION CRITERIA | | | |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Sr # | CRITERIA | MARKS | COMMENT/DESCRIPTION |
| 1 | Annual turnover of the bidder should be 2 billion rupees annually for the last 3 years in case of JV the turnover of lead partner will be considered | 20 | Certified Audited Financial Reports More than 2 Billion (20 Marks) 2 Billion (10 Marks) (documentary evidence required) |
| 2 | Number of years in plastic printing card business (minimum 3 years). In case of JV, experience of each partner will be counted | 15 | 6 Years and above (15 Marks) 3 - 6 Years (10 Marks) 1 - 3 Years (5 Marks) (documentary evidence required) |
| 3 | In last 3 years the bidder should have executed a minimum of 02 investment based projects greater than Rs. One Billion each | 20 | Copy of Contract / PO 4 Projects(20 Marks) 3 Projects (10 Marks) 2 Projects (5 Marks) (documentary evidence required) |
| 4 | Company's long-term commitments in providing Post Production support and operational management IT support to client in Pakistan in last 3 years. | 20 | 5 and above project (20 Marks) 3 project (10 marks) |
| 5 | Experience of working with public sector organization in Pakistan of Projects greater than Rs. One billion each for last 3 years | 20 | Copy of PO or contract 5 and above projects = 20 4 projects = (10 Marks) 2 projects = (5 Marks) |
| 6 | Number of employees of Bidder | 10 | Over 300 (10 Marks) 200 - 300 (5 Marks) (documentary evidence required) Satisfactory Proof to be provided |
| 7 | Annual Supply / Production of Plastic Cards for last 3 years | 15 | 8 and Above (15 Marks) 5-8 Million (10 Marks) 0-5Million (5 Marks) |
| | Total Marks | | |

5.2.2. Financial Evaluation

Financial bids of the successful bidders (Technically Qualified) will be opened publicly and contract will be signed with lowest bidder as per PPRA rules & regulations. Financial bids of the technically disqualified proponents will be returned unopened.

6. BID FORM

To:

Additional Director General/
 Competent Authority (Procurement)
 Excise, Taxation & Narcotics Control Department Punjab,
 847-A, Shadman-I, Lahore
 Tel. No. 042-99202775-76

Dear Sir

Having examined the bidding documents the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply of printed ARC with jacket as per scope of work and technical specifications provided in the tender document as per the following price.

| Sr# | Item Name | QTY | Unit Price (PKR.) (inclusive of all taxes) |
|------------|-------------------------------------------------------------------------------------|------------|-------------------------------------------------------|
| 1 | Automated Registration Card (Printed) With Jacket as per tender document | 1 | |
| | Grand Total | | |

Note: Payment of all kind of taxes or any change in taxes will be borne by the contractor.

We understand that the purchaser / Competent Authority(Procurement) to award the Contract for the procurement of above mentioned item to a single lowest bidder on the basis of consolidated bids. We undertake, if our bid is accepted, we will complete the Works in accordance with the Execution Schedule provided in the Schedule-A Special Stipulations to Bid.

If our Bid is accepted, we will provide the performance guarantee of minimum 5 % of the total value of the project. Our prices are inclusive of all applicable taxes.

We understand that the process of procurement is governed by PP Rules 2014. However any additional conditions specified in the bidding document shall remain applicable.

Dated this-----day of -----2017

BIDDER**WITNESS**

Signature -----

Signature -----

Name-----

Name -----

Title:-----

Title-----

Address.-----

Address-----

7. SCHEDULE –A : SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

1.

| | |
|----------------------------------------------------------------|---------------------------------|
| Amount of Performance Guarantee before the signing of contract | 5 % of the offer / total amount |
|----------------------------------------------------------------|---------------------------------|

2. Delivery of Goods

At Directorate General, Excise, Taxation & Narcotics Control Punjab, 847-A, Shadman-I, Lahore

| | |
|----------------------------------|----------------|
| b) Execution / delivery Schedule | Within 8 weeks |
|----------------------------------|----------------|

3. Warranty Period

| | |
|-----------------|---------------------|
| Warranty Period | Five years warranty |
|-----------------|---------------------|

5. Liquidated damages

| | |
|--------------------------------------------|------------------------------------------------------------------------------|
| a) Liquidated damages for delayed delivery | 2% of the Monthly Invoice Price, daily penalty will impose on the same basis |
| b) Limit of Liquidated Damages | Not to exceed in the aggregate ten percent (10%) of Contract Price |

8. PERFORMANCE SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender . _____ (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 Tenderer shall furnish Performance Security, within fourteen working days of the receipt of the Acceptance Letter/PO from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to 5 % of the contract value, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

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

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

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

This guarantee shall remain valid up to _____ or until all obligations have been fulfilled in accordance with the Contract, whichever is later. Date this _____ day of 2017.

GUARANTOR

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

9. Contract Form

THIS CONTRACT is made at _____ on the day of _____ 2017, between the

[Full name & address of the procuring agency] (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and related services in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency’s Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and its related Services etc. and to remove/rectify defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier] hereby declares that it has not obtained or induced the

- procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt/collusive business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
 7. [The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 8. [The Supplier] accepts full responsibility and strict liability for not making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty and making full disclosure of all relevant information as required by procuring agency. 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 Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
 9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, [The Supplier] agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller/ Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
 10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary Law or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
 11. This Contract shall be governed by the laws of Punjab Government and the courts of Punjab (Pakistan) shall have exclusive jurisdiction.

12. Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the Parties, shall be referred to mediation in accordance with the Center for Effective Dispute Resolution (CEDR) Model Mediation Procedure and to be conducted by a mediator who is duly accredited by CEDR. Both Parties shall appoint a mediator who is mutually acceptable. If the Parties fail to agree upon a mediator within fourteen (14) days after one Party has notified the other in writing of the dispute, then, the courts at Punjab (Pakistan) may be requested by either Party to appoint a CEDR-accredited mediator. The venue for the mediation proceedings shall be in Punjab (Pakistan). The language of mediation and the appropriate documentation shall be English

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at (the place) and shall enter into force on the day, month and year first above mentioned.

| | |
|--------------------------------------------------------------------------------|------------------------------------|
| Signed/ Sealed by the Manufacturer/authorized Supplier/ authorized Agent | Signed/ Sealed by Procuring Agency |
| Signature | Signature |
| | |

10.

BANK GUARANTEE FORM

The Additional Director General, Excise,
Taxation & Narcotics Control, Punjab
847-A, Shadman-I, Lahore
Pakistan

| | |
|--------------------|-------------|
| B/G No. | |
| AMOUNT | |
| DATE | |
| EXPIRY DATE | |
| PAGE | 1 of |

BID BOND/GUARANTEE

WHEREAS M/s (hereinafter called “the Bidder”) have submitted their tender dated for supply of Automated Registration Card Solution for All Districts of the Punjab” (hereinafter called the “Bid”)

KNOW ALL MEN BY THESE PRESENTS that we,, having our registered Office and (hereinafter called the “Bank”) are bound unto The Additional Director General, Excise, Taxation & Narcotics Control, Punjab (hereinafter called the “Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, we bind ourselves, our successors-in-interest and assigns by these presents.

SEALED with the official Seal of the Bank this _____ day of 2017

**Yours
Faithfully,**

AUTHORISED SIGNATURE

AUTHORISED SIGNATURE

The Additional Director General, Excise,
Taxation & Narcotics Control, Punjab
847-A, Shadman-I, Lahore, Pakistan

| | |
|--------------------|-------------|
| B/G No. | |
| AMOUNT | |
| DATE | |
| EXPIRY DATE | |
| PAGE | 2 of |

BID BOND/GUARANTEE

THE CONDITIONS OF this obligation are:

- 1) If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form or
- 2) If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - i) Fails or refuses to accept or execute the contract placed on bidder,
 - ii) Fails or refuses to furnish the Performance Security in accordance with instructions to Bidders,

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand without the purchaser having to substantiate its demand provided that the Purchaser in its demand will notify that the amount claimed by it is due to it, owing to the occurrence of one condition, or conditions, within three (3) days of the written intimation.

Our maximum liability under this Guarantee is restricted to

**Yours
Faithfully,**

AUTHORISED SIGNATURE

AUTHORISED SIGNATURE

The Additional Director General, Excise,
 Taxation & Narcotics Control, Punjab
 847-A, Shadman-I, Lahore
 Pakistan

| | |
|--------------------|-------------|
| B/G No. | |
| AMOUNT | |
| DATE | |
| EXPIRY DATE | |
| PAGE | 3 of |

BID BOND/GUARANTEE

This Guarantee shall remain valid up to..... Claim if any under this Guarantee must be lodged with us in writing during banking business hours on or before Claim received after this date will not be entertained by us in any manner whatsoever. Upon expiry this Guarantee shall become null and void whether or not it is returned to us in original for cancellation.

This guarantee is available for payment, without recourse to the bidder, against beneficiary’s first written call to do so accompanied by written statement certifying that the opener failed to comply with the terms and conditions of the order.

Witness 1: _____

Witness 2: _____

**Yours
 Faithfully,**

AUTHORISED SIGNATURE

AUTHORISED SIGNATURE