REQUEST FOR PROPOSALS



Consultancy Services for Conversion of Archival Data of Registered Deeds stored in Microfilming Rolls into Multipage indexed PDF files for Document Management for the Project of Automation of Stamps & Registration, 21 Districts extension to all Districts in Sindh

April 2015



PROJECT OF AUTOMATION OF STAMPS & REGISTRATION REFORMS WING & SPECIAL CELL BOARD OF REVENUE, GOVERNMENT OF SINDH



Table of Contents

1		st for Proposals (RFP)		
2	RFP Te	rminology	7	
3	RFP Gu	idelines	8	
3	.1 G	eneral	8	
	3.1.1	Proiect Objectives	8	
	3.1.2	Software Design and Technology		
	3.1.3	Proposed System Functional Requirements		
	3.1.4	Scope of Work		
	3.1.5	Training		
	3.1.6	Implementation Schedule		
	3.1.7	Mode of Bidding		
	3.1.8	Procurement Schedule		
	3.1.9	Eligibility Criteria for Bidders		
	3.1.10	Cost of Bidding		
3	.2 Th	e Bidding Documents	16	
3	3.2.1	Content of Bidding Documents		
	3.2.2	Pre-bid Meeting for Clarification on RFP		
	3.2.3	Clarification if any on RFP		
		0.000 COM SERVICE STORES TO SERVICE STORES SERVICE SERVICE STORES SERVICE STORES SERVICE STORES SERVICE SERVIC		
3.		eparation of Bids		
	3.3.1	Language of Bid		
	3.3.2	Documents Comprising the Bid		
	3.3.3	Bid Prices		
	3.3.4	Bid Currencies		
	3.3.5	Documents Establishing the Conformity of Proposed Solution to Bidding Documents		
	3.3.6	Bid Validity and Security		
3.		bmission of Bids		
	3.4.1	Sealing and Marking of Bids		
	3.4.2	Deadline for Submission of Bids		
	3.4.3	Late Bids		
	3.4.4	Modification and Withdrawal of Bids		
3.	5 Bi	d Opening and Evaluation		
	3.5.1	Opening of Technical Bids by Purchaser		
	3.5.2	Evaluation of Technical Bids by Purchaser		
	3.5.3	Opening of Financial Bids by Purchaser	25	
	3.5.4	Clarification of Bids		
	3.5.5	Preliminary Examination of Financial Bids		
	3.5.6	Compliance Sheet		
	3.5.7	Financial Bids		
	3.5.8	Evaluation and Comparison of Financial Bids		
	3.5.9	Contacting the Purchaser	28	-
3.	6 Av	vard Criteria	28 0010 0	18
	3.6.2	Purchaser's Right to accept any bid and to reject any or all bids		4/ 00
	3.6.3	Troumcoclott of Private		10
	3.6.4	Signing of Contract		数 1
	3.6.5	Performance Security	38/1/1/8/20	到人
4	Condit	ions of Contract	Na.	- M
			Treat of	3111



	4.1	Applicable Laws	29
	4.2	Taxes and Duties	30
	4.3	Stamp Duty	30
	4.4	Contract Language	
	4.5	Notices	
	4.6	Correspondence	30
	4.7	Patent Rights	30
	4.8	Officials not to Benefit	30
	4.9	Modifications/Amendment to Contract	31
	4.10	Standards	31
	4.11	Confidentiality of Information	31
	4.12	Quality	31
	1000		
	4.13	Obligations of the Consultant	
	4.14	Assignment	32
	4.15	Change of Order	32
	4.16	Contract Amendments	32
	4.17	Execution of Contract	32
5	Terr	ms and Conditions	32
	5.2	Ownership	34
	5.3	Governing Law	
	5.4	Consultant's Negligence	
		MOVED OF SECURITY	
	5.5	Delays in Performance	
	5.6	Consultant's Default	35
	5.7	Training	35
	5.7.3	1 On Job Training	35
	5.8	Documentation	35
	5.9	Termination of Contract	36
	5.9.3	1 Termination of Contract for Default	36
	5.9.2	2 Termination for Insolvency	36
	5.10	Liquidated Damages	36
	5.11	Amicable Settlement	37
	5.12	Force Majeure	37
ŝ	Bid	Response Forms	38. d of 8
	6.1	Technical Proposal	1/2 / / / /
	6.1.1		
	6.1.2		
	6.1.3	3 Specimen of Affidavit	42
	6.1.4	3 Specimen of Affidavit	1 K 13
	6.1.5		



6	1.6	Executive Summary	
- 8			
	1.7	Bidder Information	44
6	1.8	Project References	45
6	1.9	Proposed Project Team	46
6	1.10	Implementation Plan	46
6	1.11	Training Services	48
6	1.12	Documentation	
6	1.13	Warranty, Support and Maintenance	48
6	1.14	Project Plan	
6.	1.15	Essentially Required Attachments	49
6.	1.16	Proposed Solution and Compliance Statement	50
6.2	Co	mmercial/Financial Proposal	
6.	2.1	Bid Form - Specimen	52
6.	2.2	Bid Security	54
6.	2.3	Price Schedules	
т	ochni	cal Evaluation Forms	55





List of Tables

Table 1: Implementation Schedule	14
Table 2: Procurement Schedule	15
Table 3: Technical Evaluation Criteria	25





REQUEST FOR PROPOSALS (RFP)

- 1.1 This Request for Proposal (RFP) is being issued for the project, "Consultancy Services for Conversion of Archival Data of Registered Deeds stored in Microfilming Rolls into Multipage indexed PDF files for Document Management for the Project of Automation of Stamps & Registration, 21 Districts extension to all Districts" in Sindh.
- 1.2 The Purchaser invites sealed bids from interested bidders for the consultancy services as specified in the RFP.
- 1.3 Bidding documents (and additional copies) may be purchased at the address given at the bottom of this page upon payment of a non-refundable fee of Pak Rupees 2,000/- in the form of Pay Order.
- 1.4 Bids shall be valid for a period of 90 days after Bid closing and must be accompanied by security of 2% of the total quoted bid price, and may be delivered to the address given at the bottom of the page as per procurement schedule at section 3.1.8 in presence of the bidders who wish to attend. Late bids would be rejected.
- 1.5 The RFP is issued in strict compliance with Sindh Public Procurement Rules 2010 and bids would be accepted and evaluated under the recommended Quality and Cost Based Selection Method.
- 1.6 Bidders may obtain further information from the Purchaser during normal working hours at the address given below and submit queries via letter or fax to the Point of Contact listed in Para 1.9.
- 1.7 All bids must be accompanied by a bid security, in the form of a Bank Guarantee (from a Scheduled Bank in Pakistan), Demand Draft/Pay Order, of not less than two percent (2%) of the bid price. Company/Personal Cheques or Insurance Guarantee are NOT acceptable forms of bid security. The bid security must be valid for 28 days beyond the Bid Validity period.
- 1.8 Attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software(s) to be used would be either covered by a valid license or will be produced by the Bidder and (ii) that violations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future procurements.
- 1.9 The point of contact for all correspondence is:

Project Director Automation of Stamps & Registration (ASR) Reforms Wing & Special Cell Board of Revenue Government of Sindh 1st Floor, ST-4





Adjacent Ziauddin Hospital Clifton Block 6, Karachi Phone: +92 21 99251372

Fax: +92 21 35824065

RFP TERMINOLOGY

- 2.1. "RFP" or "Request for Proposals" means this document and the Bid Response Forms;
- 2.2. "Bidder" means a company that has been invited to submit and intends to submit a proposal in response to this RFP;
- 2.3. "Purchaser" means the Project Director Automation of Stamps & Registration Board of Revenue, Government of Sindh;
- 2.4. "A.S.R" means Automation of Stamps & Registration;
- "Consultant" means the successful bidder to this RFP who enters into a written Contract with the Purchaser;
- 2.6. "Contract" means written agreement resulting from this RFP executed by the Purchaser and the Consultant.





RFP GUIDELINES

1.1 General

Reforms Wing and Special Cell, Board of Revenue, Sindh, under the project "Automation of Stamps & Registration" intends to hire consultancy services of a reputed firm, through National competitive bidding, under Sindh Public Procurement Rules, 2010, for development of an automated dataset management system of archival of registered deeds stored in microfilmed rolls. The consultancy services include conversion & Indexing Mechanism for archival data of registered deeds stored in microfilming rolls, provision of Database Management, development of customized Indexing Software, and Integration with internal & external ecosystem of BOR, Sindh. The Consultant will be responsible for development and implementation of the deliverables listed in detail under section 3.1.4 titled "Scope of work". The Consultant's staff must be well versed with the prevalent stamps & registration system in the Board of Revenue Sindh. Detailed technical parameters for qualification of Consultants are given under "Technical evaluation criteria" of this RFP document.

1.1.1 Project Objectives

The Government of Sindh has launched a project for "Automation of Stamps & Registration" with the objective to automate the system of issuance of Stamps & registration of deeds/documents including their Database management throughout the Province. It aims at providing wider range of public services in a more efficient, transparent and secure manner.

Government of Sindh is pursuing wide ranging e-governance reforms to bring about efficiency and transparency in governance. As a part of its multi-pronged reforms approach, the Board of Revenue Sindh has initiated the project for automation of Registration and Stamps in Sindh to ease out the processes of Registration of deeds and issuance of Stamps for improving service delivery to common man and to prevent fraudulent practices as well as leakage of government Revenues.

In the present system the process of registration of properties, deeds and documents was carried out manually while the record was being stored through microfilming technology at seven geographically diverse locations in six Divisional Headquarters. The technology had become obsolete and time consuming and hence its replacement with cutting-edge digital technology of scanning/scanners for preservation of official copy of record duly indexed for easy and quick retrieval was underway.

1.1.2 Software Design and Technology

The latest innovations and development in automation of processes and procedures of registration of deeds and documents in the Board of Revenue Sindh would leave a bulk of archival data of registered deeds of about 22,000 micro filming rolls for registered deeds and 3,000 microfilming rolls for Revenue Record total comprising 75 Million negatives approximately. Contents of the Microfilmed Registered Deeds is mostly available in English language while 10% – 15% of transaction may be available in vernacular Sindhi and Urdu

Page 8 172



language while the Revenue Record is available in microfilms are in vernacular Sindhi language. The PMU under its Project of Automation of Stamps and Registration in Sindh Province now intends to assemble, preserve microfilmed rolls in order to ensure secure and easy access for retrieval of specific documents through the latest technology of conversion of digital images and indexing along with its centralized storage and secure back up to support its growing role in online access. It is also intended that the digitized data should be integrated with other databases being created under LARMIS, GIS and Automation of Stamps and Registration in all districts of Sindh Province with capability to integrate with other systems inside and outside the Board of Revenue ecosystem.

1.1.3 Proposed System Functional Requirements

Final product of indexed multipage PDF through high-quality digital images that reproduce the microfilm frames shall be created. Successful and efficient capture of these images shall require careful analysis of the microfilm and may require sophisticated special equipment or customization of the types of equipment most frequently used for microfilm scanning.

The delivered sets of PDFs shall also be coherently and logically named and/or numbered, placed in delivery directories with prescribed characteristics, and accompanied by a carefully maintained conversion log. After the PDFs are loaded into the retrieval system, the named images and directories can be called in other systems too.

1.1.4 Scope of Work

The Project Management Unit, Board of Revenue Sindh seeks proposals to digitize retrospective microfilm collection. The tasks covered under the scope of work shall be subject to quantity assessment and quality validation by 3rd Party Supervisor. The PMU notes that one key purpose for conversion is to create an archival copy with a careful determination of its copyright status with following features:

Database

Vendor should design reliable, scalable and secure database. Database should consolidate and centralize the management of this sensitive data in a manner to manage security and privacy than those with such data spread across multiple operational or data mart systems. To that end, vendor should develop an end-to-end capability for designing and implementing secure, privacy-aware data warehouses.

The database should maintain a rich set of security controls for managing, protecting, and auditing access to stored data. These capabilities include extensive password controls, support for multiple authentication methods, access controls, high-performance database views, network traffic encryption, access logging, and audit reporting.

Indexing Software

Indexing software should be a powerful, all-in-one, easy-to-use, batch-oriented document indexing application capable of high-speed OCR with real-time image display, indexing, and bar code assignment. It should be designed for as less complex application and makes it easy for anyone to quickly convert, index and export documents for fast and easy retrieval.



Technology should be built into the application to ensure optimal image quality, reduce errors and exceptions, and improve system effectiveness. The application should be capable to export captured images and data to a wide variety of backend systems.

Document Management System Repository or Library should be used to centrally manage a pre-defined vocabulary ensuring that documents are indexes (tagged / classified) in a meaningful way when added or checked into the software. Building and managing this controlled vocabulary is essential in the process.

Metadata fields may be created and associated with different types of documents using Document Classes. It is these metadata fields that users will use when indexing a document they are adding or checking into the system.

- User Management / Access Control
- Entity Recognition
- Expert Search
- Document Previews in Search Results
- · Dynamic Navigation Enhancements
- Logs & Audits
- · Deprecated Features
- · Version Control Management
- · Markup and Annotation attachment
- · Powerful Information Capture
- Intuitive and User Friendly Interface
- · Optimized for High Performance
- Scalable and Extendable
- · Integration with other Systems

Searching Module

The search module should be designed a powerful, less complex application which makes it easy for anyone to quickly search documents for fast and easy retrieval. Technology should be built into the application to ensure optimal software needs with effectiveness. Building and managing this controlled vocabulary is essential in the process on the basis of asynchronicity which means as you type letter the search begin and dialog box fill rapidly. Search mechanism should handle soundex search (such as for "Ahmd" / "Ahmed" and "Ahmad").

Search Query Types

Search queries can be done in a variety of ways. Module should allow the user create a very powerful search by adding a few key words.

AND Searches

To get results that match from all multiple words.

OR Searches

To get results that match from any of multiple words.



Exclusionary Searches

To get results that match from none of any given words.

Integration

Software should be designed as it should be integrated with internal and external ecosystem/e-Government System of Board of Revenue Sindh viz LARMIS, GIS and other Government, Semi-Government, e-Stamps & e-Registration System, and Non-Government Financial institutions / organizations. The software should be free of all major integration risks and should transform workflow so that it is as automated as possible. This means reducing or eliminating entirely the need for anyone to hand key information. Spending any time manually searching/relating data is a waste of time and is counterproductive to the purpose of seamless technology integrations.

Conversion and Indexing Mechanism

- The conversion should be conducted at the labs to be established by the consultant at each of the five district viz Karachi, Hyderabad, Mirpurkhas, Larkana & Sukkur in near proximity of the already established Microfilming Units.
- Consultant shall be responsible for safe & secure transportation & conversion of Microfilming Rolls. Transportation & conversion will be carried out under supervision of authorized representative / focal person of Registration Wing of the Board of Revenue.
- Indexing for registered deeds will be carried out in English language with following fields:
 - a) SR Office
 - b) Type of Registered Deed
 - c) Registered Deed Number
 - d) Registration Date
 - e) Microfilming Number
 - f) Microfilming Date
 - g) Type of Land
 - h) Description of Property
 - Address of Property (with territory wise breakup such as Distt, Taluka/Town, Deh/Quarter/Ward/Block, Survey/Plot Number(s) etc. as the case may be)
 - j) Area of Property
 - k) Complete Name of 1st Party/Transferor [with check box for "others", if any]
 - I) NIC/CNIC/SNIC # of 1st Party/Transferor
 - m) Complete Name of 2nd Party/Transferee [with check box for "others", if any]
 - n) NIC/CNIC/SNIC # of 2nd Party / Transferee
- 4. Indexing for Revenue Record will be carried out in English language with following fields:
 - a) Territory (breakup such as District, Taluka, Deh)
 - b) Deh Register Identification
- Indexing should be carried out at the lab of Consultant, which must be located in Karachi
- Development of customized software for conversion and indexing, storage and should be integration ready.
- 7. The negatives / images to be converted on a min. 200 DPI resolution, color.
- 8. All the images should be in one standard size and format.

Page 11 / 72



- The converted registered deeds shall be converted into Multipage "PDF" format. All the pages of a single deed file have to be created into a multipage PDF document.
- 10. The converted Revenue Record shall be converted into Multipage "PDF" format as Territory and Register's Volume wise. Converted Jpeg/Gif/Tiff should be handed over to Procuring Agency.
- 11. Indexing of converted PDF files should be conducted as mentioned above.
- 12. Quality of converted negatives / images are enhanced up to the optimum level and required image enhancement activities like De-skew (to make the images straight), contrast ratio setting etc. has been done on the documents.
- Cropping and cleaning of images like removing black noises around the text, and providing the equal margins all around the text.
- 14. In case the content of the documents are not visible then document conversion shall be done in Gray Scale.
- 15. The successful bidder will use its own site & infrastructure. This shall include, but is not limited to, Computers, Conversion Machines, UPS, backup generators, devices for conversion of negatives / images tools for indexing etc.
- 16. No negatives / images shall be converted/digitized or indexed more than once. The negatives / images and converted files will be checked by the conversion vendor before and after conversion and if there is any discrepancy, it should be sorted out with the in charge / focal person nominated by Board of Revenue before proceeding.
- 17. A quality control program adapted to this contract in accordance with the requirements and standards shall be initiated, documented, and maintained throughout the life of this contract. The quality control plan shall be implemented for each phase of contract performance beginning with capture of the microfilm through delivery and acceptance by the Board of Revenue of all deliverables.
- 18. The Consultant shall be responsible for performing all inspections or evaluations of the quality of images and accuracy of filenames and directories for all digital images produced under this contract.
- 19. Inspection equipment shall be of appropriate quality, accuracy, and quantity and appropriate dedicated staffing shall be utilized to ensure that all requirements of this contract are met.
- 20. The Consultant shall document all quality control procedures and any actions taken including correction of problems, etc. and submit a quality review report along with (or as a part of) the conversion and indexing log with each delivery to the Board of Revenue.
- 21. The Consultant should maintain a conversion log. At a minimum, this log shall indicate the date and general description of the number of converted images as well as the PDF files/documents formed, noting exceptions, problems, irregularities, and anomalies. The conversion log should be in computerized format; it shall be in commonly used software (e.g. MS Word, MS Excel and etc.) and/or delivered as a delimited ASCII or a generic word processing file.
- 22. The Board of Revenue will actively consult this log as it carries out its quality review of the materials delivered by the Consultant. The accuracy of the logs will be especially important in tracking the movement of batches/lots within a larger task order. The Board of Revenue will also use the log to guide the modification of its cataloging or finding aids by incorporating the log's reports of missing documents, impossible-toconvert negative / rolls, and other anomalies.



- 23. The conversion vendor would deploy its own human resource for all the aforementioned activities. The vendor shall deploy adequately skilled manpower resources to complete the job within the specified time.
- 24. After conversion, the physical roll would have to be marked properly and returned in the same form as it was given for conversion.
- 25. When performing reworks, the Consultant shall follow all contract specifications and specific task specifications as agreed to for the original conversion and for the filename/directory structure, unless otherwise directed by the Board of Revenue. These are referred to as rework, meaning that they contain reworked versions of images that failed in the first delivery.

Statistics of Microfilming Rolls included within Scope of work:

Size of Microfilming Rolls	16 mm
Average Number of Negative per Roll	3,000 (approx.)
Total Number of Rolls for Registered Deed	22,000 (approx.)
Total Number of Registered Deeds	4.5 million (approx.)
Total Number of Rolls for Revenue Record	3,000 (approx.)

1.1.5 Training

- 1.1.5.1 The Consultant has to offer a comprehensive technical (local) training of software and database to 5 technical resources and operational training to 40 staff/officers nominated by the Purchaser. The site for training at Karachi & training material would be the responsibility of the consultant
- 1.1.5.2 TA/DA and boarding and lodging for 45 staff/officers will be responsibility of consultant.
- 1.1.5.3 On-site Training of 120 Staff/officers at all Peoples Service Centers located in each District of Sindh will be responsibility of Consultant.

1.1.6 Implementation Schedule

S. No.	Milestone	Timeline		
1	Preliminary assessment of System requirements	10 days from the contract signing		
2	Lab establishment and Mobilization of Project team	30 days from the contract signing		
3	Pre-Conversion Process (to verify how much rolls can be converted)	20 days after preliminary assessment		
4	Development of customized software for conversion and indexing	20 days after preliminary assessment		
5	UAT of customized software for conversion and indexing	7 days after development of customized software		
6	Deployment of customized software for conversion and indexing at designated sites	7 days after successful UAT of development of customized software		



7	Start of Conversion of Microfilming Rolls to include:	Immediately after development of customized software
7.1	Maintaining of Logs	After conversion
7.2	Cropping and cleaning of images like removing black noises around the text, and providing the equal margins all around the text	After Logs
7.3	Quality Assurance of converted images	After cropping and cleaning
8	Transformation & Indexing to include:	After conversion
8.1	Transformation into Multipage "PDF" format (with respect to each deed separately)	
8.2	Quality Assurance of Multipage "PDF" format (with respect to each deed separately)	After transformation of Multipage PDF files
8.3	Indexing of Multipage "PDF" files (with respect to each deed separately)	After QA of Multipage PDF files
9	Delivery of Final Product to Board of Revenue, Sindh	After all activities as defined in RFF

Note: All activities from serial no. 6 to 8 should be complete within the 10 months, so the complete assignment is completed within 12 months.

Table 1: Implementation Schedule

1.1.7 Mode of Bidding

- 1.1.7.1 The firm or consortium of the firms (bidder) must be an entity incorporated in Pakistan under the Companies Ordinance 1984.
- 1.1.7.2 A Bidder must submit an original proposal substantially responsive to the Technical Specifications included in the Bidding Documents.
- 1.1.7.3 Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the affected Bidder(s), by promptly intimating all bidders and returning the bid security of all bidders and if requested communicating the grounds of cancellation to the requesting bidders without an obligation to justify such grounds.
- 1.1.7.4 Purchaser reserves the right at the time of award of Contract after design review in consultation with the successful bidder to increase or decrease the scope of services specified in the RFP in accordance with Sindh Public Procurement Rues 2010.



1.1.8 Procurement Schedule

The procurement schedule for this project is as follows:

Procurement Milestone	Date
Release of RFP to Bidders	From date of publication in newspapers & website of SPPRA & PMU
Pre-bid Meeting Questions / Dead line for seeking Clarifications (if any) submitted by prospective Bidders	Friday, May 22, 2015
Pre-Bid Meeting date, time and venue	Wednesday, May 19, 2015 at 2:00 pm at Conference Room, Revenue House, ST-4, Block 6, Clifton, Karachi
Proposal Submission Deadline	Tuesday, May 26, 2015 till 3:00 pm at Office of Project Director (ASR), Revenue House, ST-4, Block 6, Clifton, Karachi
Technical Bid opening date, time and venue	Tuesday, May 26, 2015 at 3:30 pm at Conference Room, Revenue House, ST-4, Block 6, Clifton, Karachi
Presentation	Date & time will be communicated to all bidders after submission. Presentation will be held at Conference Room, Revenue House, ST-4, Block 6, Clifton, Karachi

Table 2: Procurement Schedule

Note: The Purchaser reserves the right to adjust this schedule as necessary in accordance with SPPR 2010.

1.1.9 Eligibility Criteria for Bidders

- 1.1.9.1 The Bidders must comply with the following mandatory requirements:
 - 1. The Bidder must be registered with SECP under the Companies Ordinance 1984;
 - The Bidders must be registered with FBR for Income Tax and Sales Tax and must be on FBR's Active Taxpayers List.
 - The bidders must be registered with Sindh Revenue Board for "Provincial Sale Tax".
 - The Bidders must be able to demonstrate that they have expertise in performing the tasks enlisted under scope of work.
 - The Bidder must have registration with P@SHA or Pakistan Soft Board (PSEB).



- 1.1.9.2 Bidders may submit bids as a Joint Venture but in such case one bidder shall be appointed as a lead bidder who shall be solely responsible for end to end delivery of the entire project.
- 1.1.9.3 Bidders or any of its consortium partners must not have been black listed or declared bankrupt by any Government or Financial institution.
- 1.1.9.4 Bidders NOT complying with any of the above eligibility pre-requisites would be disqualified. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.

1.1.10 Cost of Bidding

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

1.2 The Bidding Documents

1.2.1 Content of Bidding Documents

- 1.2.1.1 The contents of the Bidding Documents should be read in conjunction with any clarification in RFP.
- 1.2.1.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP. Failure to furnish all information required by the RFP or to submit a bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.

1.2.2 Pre-bid Meeting for Clarification on RFP

- 1.2.2.1 A prospective Bidder requiring any clarification upon the RFP may notify the Project Director Automation of Stamps & Registration Board of Revenue Sindh in writing or by facsimile at the Purchaser's address provided in this RFP. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable such an issue should be raised as soon as possible. The Project Director A.S.R will respond in writing to any request for clarification of the RFP that it receives no later than the deadline prescribed in the procurement schedule at section 3.1.8. All requests for clarification of the RFP must be notified by a prospective Bidder to the Purchaser no later than the deadline for submission prescribed in the procurement schedule at section 3.1.8. Copies of the Project Director A.S.R response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that have received the RFP and will be hoisted on the website of the Purchaser i.e. www.borsindh.gov.pk
- 1.2.2.2 A pre-bid meeting will be held as prescribed by the Purchaser in the procurement schedule included in this RFP. The pre-bid meeting will be held at the pre-bid the Purchaser in Karachi, to answer any queries that potential bidders have.



All queries relating to RFP should be faxed or mailed to Project Director A.S.R by the deadline specified in the schedule at section 3.1.8.

1.2.2.3 As mentioned in above point, the Purchaser will organize and Bidders may attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested, as far as possible, to submit any questions in writing or by electronic mail or facsimile, to reach the Project Director not later than the specified date in the schedule at section 3.1.8. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those who attended the pre-bid meeting and will be hoisted on the website of Purchaser for those interested bidders who could not attend the pre-bid meeting.

1.2.3 Clarification if any on RFP

3.2.3.1 An interested bidder, who has obtained bidding documents, may also make any further request for clarification of contents of the bidding document in writing, and procuring agency will respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid;

Any clarification in response to a query by any bidder will be communicated to all parties who have obtained the bidding document or participated in pre-bid meeting and will also be uploaded on procuring agency's website.

1.3 Preparation of Bids

1.3.1 Language of Bid

1.3.1.1 The bids prepared by the Bidder, and all correspondence and documents related to the bid, shall be written in the English language.

1.3.2 Documents Comprising the Bid

- 1.3.2.1 The bid submitted by the Bidder shall comprise the following:
 - Relevant documents / Proofs supporting qualification of bidder in Eligibility Criteria with respect to requirements mentioned in section 3.1.9.1;
 - Relevant documents / Proofs supporting qualification of bidder in Eligibility Criteria
 with respect to requirements mentioned in section, such as year of incorporation
 list of partners/directors, statement of experience, key personnel, details of relevant
 successful projects and their completion certificates, team CVs, technical write-ups
 etc. to be supplied as per evaluation criteria mentioned in prescribed forms;



- 3. Response to the technical requirements as described in the RFP;
- A Bid Form duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
- All Price Schedules duly completed in accordance with this RFP and signed by a person or persons duly authorized to bind the Bidder to the Contract;
- Bid security/Bid Security in the form of a Bank Guarantee or Bank Draft/Pay Order should be submitted;
- A duly notarized, written power of attorney authorizing lead bidder to bid on behalf of consortium partners, if applicable;
- A list of all deviations and justifications for the deviation to the required technical features specified in the Technical Requirements;
- An undertaking that the Bidder, or in case of a consortium, any of the partners or has not been blacklisted or declared bankrupt by any government or financial institution as per the specimen supplied as 6.1.3.
- A duly notarized Integrity Pact on Rs. 100/- stamp paper as per the specimen supplied; and

1.3.3 Bid Prices

- 1.3.3.1 Prices must be quoted, strictly using the format mentioned in Schedule of Requirements of this RFP in section 3.5.7. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Price Schedules.
- 1.3.3.2 These prices must include all incidental costs associated with the provision of the service, such as travel, subsistence, office support, communications, printing of materials, etc., and all taxes, levies, duties and fees imposed on the Bidder, its Sub-Consultants, or employees on account of such services in the Purchaser's country or in any other country.
- 1.3.3.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.
- 1.3.3.4 Bid Price shall include stamp duty charges @ 0.30% of the total value of Contract.

1.3.4 Bid Currencies

1.3.4.1 All prices shall be quoted in Pakistan Rupees inclusive of all taxes, duties government levies.

Page 18 / 72



1.3.5 Documents Establishing the Conformity of Proposed Solution to Bidding Documents

- 1.3.5.1 Bidders are reminded that their bids may be considered as non-responsive if material deviations are taken. Conformity check list to be provided with documents establishing conformity to the proposed solution.
- 1.3.5.2 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the proposed solution that the Bidder proposes to implement under the Contract.
- 1.3.5.3 The documentary evidence of conformity of the proposed solution to the Bidding Documents shall be in the form of written descriptions, literature, certifications, and client references, including:
 - 1) Software Design Document;
 - 2) Entity Relationship Diagram for Database;
 - 3) A Preliminary Project Plan as required by the Purchaser and stated in the RFP;
 - 4) An Implementation Plan for the implementation of execution services as required by the Purchaser and stated in the RFP. The Implementation Plan must be at a level of details to demonstrate the understanding of the Bidder with respect to the scope of implementation services of the project.
 - A written confirmation that the Bidder shall accept responsibility for the successful integration of the proposed solution as required by the Bidding Documents.
 - 6) Methodology with innovation in project execution and soundness thereof.
 - Proof of the equipment or authorized partner or having authority letter of the principal whose equipment to be used.





1.3.5.4 Bids submitted without a Project Plan and Implementation Methodology shall be rejected.

1.3.6 Bid Validity and Security

- 1.3.6.1 A bid security will be required. The amount of bid security required is two per cent (2%) of the Total Bid Price. In case of a Bidder submitting an original bid and an alternative bid, the bid security will be two per cent (2%) of the Total Bid Price of the higher bid. This bid security is to be submitted in the form of Bank Guarantee or Demand Draft or Pay Order in favour of Purchaser. The Bid security shall be in Pak Rupees & from a scheduled bank in Pakistan.
- 1.3.6.2 The bid validity period shall be 90 days after the deadline for bid submission.
- 1.3.6.3 In exceptional circumstances, Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bid security provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.3.6.4 Bid security must be valid for 28 days beyond the validity of the bid. Accordingly, a bid with a bid security that expires prior to 28 days beyond the validity of the bid shall be rejected as non-responsive.
- 1.3.6.5 Un-successful Bidder's bid security will be discharged/returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid security validity prescribed by the Purchaser.
- 1.3.6.6 The successful Bidder will be required to keep his bid security valid till the agreement is signed with the Purchaser for the execution of the project.





1.3.7 Format and Signing of Bid

- 1.3.7.1 Separate technical and financial bids shall be submitted.
- 1.3.7.2 The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "TECHNICAL BID ORIGINAL", "FINANCIAL BID ORIGINAL", "TECHNICAL BID COPY," " FINANCIAL BID COPY," etc., as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.3.7.3 The original and copy of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 1.3.7.4 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

1.4 Submission of Bids

1.4.1 Sealing and Marking of Bids

- 1.4.1.1 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "TECHNIAL BID ORIGINAL" and "TECHNICAL BID COPY" etc. Similarly the original and copy of the financial bids shall be enclosed in separate envelopes and duly marked. The envelopes shall then be sealed separately in outer envelopes clearly marked "TECHNICAL BID" and "FINANCAIL BID".
- 1.4.1.2 The inner and outer envelopes shall be addressed to the Purchaser at the address given in the RFP, bearing the Contract/Project name and the statement "DO NOT OPEN BEFORE the specified proposal opening date & time.
- 1.4.1.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
- 1.4.1.4 The Technical proposal should not contain any financial data or information as this may be construed as an attempt to influence the technical evaluation process and the bid would be rejected.





1.4.1.5 The Bid Security should be submitted with the Financial Proposal. A certificate certifying that appropriate Bid Security has been submitted with the Financial Proposal should be included with the Technical Proposal without mentioning the value of the Bid Security.

1.4.2 Deadline for Submission of Bids

- 1.4.2.1 Bids must be received by the Purchaser at the address specified in the RFP no later than the specified proposal submission date & time prescribed in the procurement schedule at section 3.1.8.
- 1.4.2.2 The Purchaser may, at its discretion, extend this deadline for submission of bids in accordance with SPPR 2010, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.
- 1.4.2.3 The TECHNICAL and FINANCIAL bids, separately sealed shall be addressed and delivered to the Purchaser.

1.4.3 Late Bids

1.4.3.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser in the procurement schedule at section 3.1.8; will be rejected and returned unopened to the Bidder.

1.4.4 Modification and Withdrawal of Bids

- 1.4.4.1 Modifications to the bid will not be accepted.
- 1.4.4.2 The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for bid submission.
- 1.4.4.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic mail or facsimile, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall be addressed to the Purchaser at the address stated for bid submission. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 1.4.4.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security.



1.5 Bid Opening and Evaluation

1.5.1 Opening of Technical Bids by Purchaser

- 1.5.1.1 The Purchaser will open all technical bids of Bidders who have submitted a bid, in public, in the presence of Bidder's representatives who chose to attend, on the date and at the place prescribed in the procurement schedule at section 3.1.8. Bidder's representatives shall sign a register as proof of their attendance.
- 1.5.1.2 Bids shall be opened one at a time, reading out: the name of Bidder and any other such details as the Purchaser may consider appropriate.
- 1.5.1.3 Bids that are received late shall not be accepted and opened, irrespective of the circumstances.

1.5.2 Evaluation of Technical Bids by Purchaser

- 1.5.2.1 The evaluation would be based on "Quality and Cost Based Selection Method" as defined in Sindh Public Procurement Rules, 2010.
- 1.5.2.2 Detailed technical evaluation will be conducted for Bidders who qualify the preliminary evaluation, assessing the relative competence of each company as per evaluation criteria of this RFP document.
- 1.5.2.3 The Purchaser may invite the Bidders to demonstrate their competence and present their overall solution to the technical evaluation committee after submission of the bids.
- 1.5.2.4 The technical evaluation would access the capabilities of the Bidder and the submitted bids in the categories specified in the evaluation criteria of this RFP document.
- 1.5.2.5 The Purchaser's detailed technical evaluation of the responsive bid will take into account technical factors. The following criteria will be used in the technical evaluation of bids:

	NA NHARY AND		OSAL EVALUATION CRITERIA marks overall would be considered as responsive bid.
S#	Sections	Points	Criteria
Α	Organizational Capability (200)		
A1 Years in IT Business 50 Number of years in IT Business (5 point for each year, no marks than 5 years, max. marks 50)		(5 point for each year, no marks will be awarded for less	
A2	Full time technical staff	100	Bidder having following number of full time technical staff on it payroll for at least 1 year holding following qualifications:



TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Bids which score at least 70% marks overall would be considered as responsive bid.

S#	Sections	Points	Criteria
			 a) Project Management Professional: 2 = 10 marks b) Master in Business Administration: 5 = 20 marks c) Master Degree or equivalent in Finance Domain: 5 = 20 marks d) Certified Database Manager: 5 = 20 marks e) Certified Software Engineer: 5 = 20 marks f) Certified Conversion Experts: 2 = 10 marks (Marks will be awarded proportionately to the max. of marks mentioned against each category)
A3	Annual Turnover in IT Projects during last 3 years	50	Bidder having average annual turnover in IT Projects during last 3 years (a) Rs. 300 Million or more - 50 Marks (b) Rs. 150 Million or more - 25 Marks (No marks will be awarded for less than 150 Million, max. marks 50)
В	Relevant Experience (300)		
B1	Experience of the bidder in conversion of microfilmed data	75	Experience of the bidder in conversion of microfilmed data of at least 50,000 negative (25 marks for each project to the max. of 75)
B2	Experience of the Bidders in large scale indexing / data entry	75	Experience of the bidder in large scale indexing / data entry (25 marks for each project to the max. of 75)
В3	Experience of the Bidders in software development	75	Experience of the bidder in software development (25 marks for each project to the max. of 75)
B4	Experience of the Bidder for IT projects undertaken in same geographical location	75	Experience of the bidder for IT projects undertaken in same geographical of the Sindh Province (25 marks for each project to the max. of 75)
C	Specialization (200)		
C1	Availability of relevant hardware or authorization letter from principal	100	Submit invoices of minimum 20 conversion devices along with their relevant paraphernalia available / authorization letter sufficient relevant hardware from principal for this assignment
C2	Professionals / Technical team	100	Project Management (PMP): 1 = 10 marks Experienced Professional for conversion / preservation: 20 = 40 marks Experienced Professional for indexing / data entry: 20 = 20 marks Domain expert of Registration Deeds: 1 = 5 Domain Expert of Land Records Management: 1 = 5 Certified Professional for database: 2 + 10 marks Certified Professional for software: 2 = 10 marks (Marks will be awarded proportionately to the max. of marks mentioned against each category)



TECHNICAL PROPOSAL EVALUATION CRITERIA Technical Bids which score at least 70% marks overall would be considered as responsive bid. S# Sections **Points** Criteria D Proposed Methodology (100) Methodology proposed by the consultants shall be D1 Innovativeness 50 evaluated for its innovativeness and would be graded subjectively Soundness 50 Bidder should demonstrate its proficiency in conversion technology. Bidder to show dedicated equipment and dedicated (management & technical) staff for execution of this assignment Quality Management (100) E E1 ISO 13008:2012 or equivalent 50 Bidders shall attach relevant certification(s) ISO 9001:2008 or equivalent Bidders shall attach relevant certification(s) 50 Understanding of Assignment (100) F To demonstrate knowledge of relevant laws F1 Relevant Laws 20 Registration Deeds To demonstrate knowledge of documents of registration F2 20 deeds F3 Land Records Management 20 To demonstrate knowledge of land

Table 3: Technical Evaluation Criteria

management

To demonstrate knowledge of preservation and

conversion of microfilming technology

Note:

Successful Completion Certificates, Payrolls and CVs should be attached as the proof of claims against evaluation criteria.

1.5.3 Opening of Financial Bids by Purchaser

Preservation and Conversion of

microfilming technology

- 1.5.3.1 The Purchaser will open all financial bids of bidders who have qualified the eligibility criteria and scored at least 70% in technical evaluation, in public, in the presence of qualified bidders' representatives who choose to attend, at the time, on the date and at the place, it will be communicated to qualified bidders well in time. Bidders' representatives shall sign a register as proof of their attendance.
- 1.5.3.2 Financial Bids shall be opened one at a time, reading out: the name of the Bidder; the bid price; the presence or absence of a bid security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate.
- 1.5.3.3 Financial Bids of Bidders who have not scored the requisite 70% in technical evaluation would not be opened and shall not be considered for further evaluation, irrespective of the circumstances.



1.5.4 Clarification of Bids

1.5.4.1 During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

1.5.5 Preliminary Examination of Financial Bids

- 1.5.5.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.5.5.2 Arithmetical errors shall be subject to rectification by the Purchaser. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 1.5.5.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 1.5.5.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications without material deviations, exceptions, objections, conditions, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:
 - that limits in any substantial way the scope, quality, or performance of the proposed solution; or
 - that limits, in any substantial way that is inconsistent with the RFP, the Purchaser's rights or the successful Bidder's obligations under the Contract; and
 - that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 1.5.5.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

1.5.6 Compliance Sheet

Page 26 17



The bidder has to certify that the proposal submitted is completely complaint on following parameters:

C N-	Description	Complaint	
S. No.	Description	Yes	No
1	Mandatory Requirements		
2	Bid in accordance with RFP		
3	Financial bid w.r.t. Complete Scope compliance		
4	Project Timeline compliance		
5	Payment Schedule compliance		

1.5.7 Financial Bids

S. No.	Milestone	Unit	Unit Cost	Total Cost
1	Software & Database Development	1 solution		
2	Conversion of microfilm negatives to digital images	75,000,000 Images (approx.)		
3	Indexing of Registered Deeds	4,500,000 PDF files of Register Deeds (approx.)		
4	Indexing of Revenue Records	6,000 PDF files of Deh Registers Volume (approx.)		
5	Trainings	165 persons		
	Total			

1.5.8 Evaluation and Comparison of Financial Bids

- 1.5.8.1 Bidders who have been technically qualified on the basis of the technical evaluation shall be eligible for a detailed evaluation.
- 1.5.8.2 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. Bids which are not substantially responsive and complaint with the requirement on of the RFP shall be rejected.
- 1.5.8.3 Technical Bid Score will get a weightage of 80% and Financial Bid Score will get a weightage of 20% in Award Decision.
- 1.5.8.4 The total bid score would be determined as follows:

$$Score_i = \left(\frac{Cost_{lowest}}{Cost_i}\right) \times 20\% + \left(\frac{Technical_Score_i}{Technical_Score_{highest}}\right) \times 80\%$$



where:

Score_i = Evaluated Score of Bidder i

Cost_i = Evaluated Bid Price of Bidder i

Cost_{lowest} = Lowest Evaluated Bid Price amongst

all Responsive Bids

Technical_Score = Technical Score of Bidder i

Technical_Score_{highest} = Highest Technical Score amongst all Bids

1.5.8.5 The bidder securing highest evaluated score will be considered the Best Evaluated Bid or the Lowest Evaluated Bid.

1.5.9 Contacting the Purchaser

- 1.5.9.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing to the Point of Contact mentioned in clause 1.9
- 1.5.9.2 If a Bidder tries to directly influence the Purchaser or interfere in the bid evaluation process or influence the Contract Award Decision, its bid will be rejected and the Bidder may be blacklisted and barred for participating in future Government of Sindh tenders.

1.6 Award Criteria

1.6.1.1 The Purchaser will evaluate and award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Best Evaluated Bid.

1.6.2 Purchaser's Right to accept any bid and to reject any or all bids

1.6.2.1 The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders in accordance with Sindh Public Procurement Rules 2010.



1.6.3 Notification of Award

- 1.6.3.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter that its bid has been accepted.
- 1.6.3.2 The notification of award will constitute the formation of the Contract.
- 1.6.3.3 Upon the successful Bidder's furnishing of the signed Contract Form and a performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.6.4 Signing of Contract

- 1.6.4.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form, incorporating all agreements between the parties.
- 1.6.4.2 As soon as practically possible, but no more than fifteen (15) calendar days following receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.
- 1.6.4.3 The Purchaser and successful Bidder may also agree to meet to finalize the Contract Agreement.

1.6.5 Performance Security

- 1.6.5.1 Within fifteen (15) calendar days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish a performance security in the amount of five per cent (5%) of total contract price in the form of Pay Order or Demand Draft or Bank Guarantee in favour of the Purchaser as per format of the Performance Security Form. Insurance Guarantee or Personal/Company Cheques would NOT be acceptable.
- 1.6.5.2 The Bank Guarantee for performance security shall be issued by a scheduled bank in Pakistan acceptable to the Purchaser.
- 1.6.5.3 Failure of the successful bidder to comply with the requirement of 3.6.5.1 and 3.6.5.2 shall constitute sufficient grounds for the annulment of the award of contract to the successful Bidder and forfeiture of the Bid Security.

CONDITIONS OF CONTRACT

These General conditions shall apply in all Contracts made by Purchaser for the procurement of services.

1.7 Applicable Laws

The Contract shall be interpreted in accordance with the laws of Pakistan. The Consultar shall respect the provisions contained in applicable statutory notifications.

Page 29 / 72



1.8 Taxes and Duties

The Consultant or his agent shall be entirely responsible for all taxes and levies including Income Tax, General Sales Tax (GST), Provincial Sales Tax (PST), Stamp Duty, Withholding Tax, Custom Duties, license fees, etc. incurred or accrued until the final delivery of the services.

1.9 Stamp Duty

The Consultant would be responsible for paying the Stamp Duty in the amount of 0.3% of the Total Value of the Contract at the time of signing the Contract.

1.10 Contract Language

The Contract shall be written in the English language. All literature, correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

1.11 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent in writing or by fax and confirmed in writing to the address specified for the purpose in the conditions of Contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.12 Correspondence

The Consultant shall not include into correspondence with unconcerned offices and organizations within or outside Purchaser's office prior to the award of the Contract or later. The authorized address in this connection is stated in clause 1.9.

1.13 Patent Rights

The Consultant indemnify Purchaser against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.

1.14 Officials not to Benefit

No official or employee of Purchaser shall be admitted to any share or part of this Contract or to any benefit that may arise there from. The Contract shall be liable for cancellation during any time of execution if such default is reported, detected and noticed.

Page 30 / 72



1.15 Modifications/Amendment to Contract

This contract may be modified/ amended to include fresh clause(s) to the mutual agreement by the Consultant and the Purchaser subject to provision of RFP and SPPRA Rules. Such modification shall form an integral part of the Contract in accordance with SPP Rules 2010.

1.16 Standards

The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications given in the RFP, and when no applicable standards is mentioned, to the authoritative standard appropriate to the international industry standards and such standards shall be the latest issued by the concerned institution. In case of conflicting specifications appearing in the documents, decision of Purchaser will be final and will hold good.

1.17 Confidentiality of Information

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

The Consultant shall not, without Purchaser' prior written consent, make use of any documents or information except for purposes of performing the Contract.

Any documents other than the Contract itself, shall remain the property of Purchaser and shall be returned (in copies) to Purchaser on completion of the Consultant's performance under the Contract if so required by Purchaser.

1.18 Quality

The services provided under the Contract must be of the highest quality and free from any defects, which remains the responsibility of vendor/supplier.

1.19 Obligations of the Consultant

The Consultant shall conform in all respects with the provisions of all Federal, Provincial and Local Laws, Regulations and any other Laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "State laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep Purchaser indemnified against all penalties of every kind for breach of any of the same. For the term of the

Page 31 / 72



Contract, as far as reasonably practicable and without liability on its part, Purchaser shall provide such information as may be required by the Consultant.

1.20 Assignment

The Consultant shall NOT assign, in whole or in part, its obligations to perform under this Contract, except with Purchaser's prior written consent.

1.21 Change of Order

Purchaser may at any time, by a written order given to the Consultant with mutual consent, make change within the general scope of the Contract in the following:-

 Addition or Deletion or Change in Scope of Work within provision of SPPRA Rules 2010.

If any such change causes an increase or decrease in the cost of, or the time required for the Consultant's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this paragraph must be asserted within fifteen days from the date of Consultant's receipt of Purchaser's changed order.

1.22 Contract Amendments

Any variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

1.23 Execution of Contract

Execution of the Contract shall be made by the Consultant in accordance with the terms specified by Purchaser in its schedule of requirements and the conditions of Contract, and the items provided by the purchaser and data shall remain at the risk of the Consultant until the system is commissioned into the service.

TERMS AND CONDITIONS





- 1.23.1.1 The Advance Payment Guarantee shall be valid till the expiry of the Contact and would be released upon complete adjustment.
- 1.23.1.2 The Advance Payment Guarantee should be equal to 20% of the Contract Value and should be issued by a Scheduled Bank in Pakistan.
- 1.23.1.3 The Advance Payment Guarantee may be reduced proportionately subject to verification of invoice. The Advance Payment Guarantee shall become null and void and shall be surrendered by Purchaser to the Consultant upon issuance of Acceptance Certificate.

1.23.1.4 Payment Schedule:

S. No.	Milestone	Payment
1	Mobilization Advance 20% (Against Bank Guarantee & subject to the verification of lab establishment)	After singing of Contract
2	After approval of SRS & ERD	20% of Software & Database Development cost (Mobilization Advance will be adjusted)
3	After finalization of UAT of Software & Database Development	80% of Software & Database Development cost (Mobilization Advance will be adjusted)
4	As per running invoices of conversion of microfilm negatives to digital images	As per work done on per image conversion basis (Mobilization Advance will be adjusted)
5	As per running invoices of indexing of multipage PDF file/deed	As per work done on per indexed deed (Mobilization Advance will be adjusted)
6	After completion of trainings	As per work done (Mobilization Advance will be adjusted)

Note:

All payment will be made after verification of the work done by the 3rd Party Supervisor. Quantity of S. No. 2 & 3 may vary but payment will be made on verification of actual work done as per certification of compliance of standards and validation by 3rd Party Supervisor.

- 1.23.1.5 The payments shall be processed upon presentation of the following documents by the Bidder/Consultant:
 - a) Commercial invoice issued by the Bidder/Consultant
 - b) Verification of actual work done as per certification of compliance of standards and validation by the 3rd Party Supervisor
- 1.23.1.6 Payments shall be made promptly by Purchaser within thirty (30) days submission of an invoice/claim by the Consultant supported with necessa documents subject to release of funds from Finance Department.



- 1.23.1.7 All payment will be made in Pakistan Rupees.
- 1.23.1.8 The type, method and conditions of payment to be made to the Consultant under his Contract shall be specific in the Contract. The Consultant's request's for payment shall be made to Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, duly verified by the Project Director/ Purchaser or his designated representative(s) and fulfilment of other obligations stipulated in the Contract. Purchaser shall pay the invoice after fulfilment of prescribed obligations and verifications.
- 1.23.1.9 The total amount to be paid to the successful Consultant shall be the Contract price adjusted to give effect to such additions there to and deductions there from as are provided under the conditions of Contract.

1.24 Ownership

1.24.1.1 The ownership of all products and services rendered under any Contract arising as a result of this RFP will be the property of the Purchaser.

1.25 Governing Law

1.25.1.1 This RFP and any Contract executed pursuant to this RFP shall be governed by and construed in accordance with the laws of Pakistan. The Government of Pakistan and all Bidders responding to this RFP and parties to any Contract executed pursuant to this RFP shall submit to the exclusive jurisdiction of the Pakistani Courts.

1.26 Consultant's Negligence

1.26.1.1 The Consultant shall indemnify Purchaser in respect of all injury or damage to any person or to any property and against all actions, suits, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the Consultant, before whole of the project has been finally accepted.

1.27 Delays in Performance

- 1.27.1.1 Delivery of the services shall be made by the Consultant in accordance with the time schedule specified in the Contract.
- 1.27.1.2 Delay by the Consultant in performance of its delivery/project completion obligations shall render the Consultant liable to any or all of the penalties including but not limited to liquidated damages, the Consultant shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Consultant's notice, Purchaser shall evaluate the situation and may at its discretion extend the Consultant's time for



performance in which case the extension shall be ratified by the parties accordingly.

1.28 Consultant's Default

- 1.28.1.1 If the Consultant neglects to perform the Contract with due diligence and expedition or refuses/or neglects to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the Contract or shall contravene the provision of the Contract, Purchaser may give notice in writing to the Consultant to make good the failure, neglect or contravention complained of.
- 1.28.1.2 Should the Consultant fail to comply with the said notice, with a reasonable time from the date of service thereof, it shall be lawful for Purchaser by notice in writing to the Consultant.
- 1.28.1.3 If the Consultant fails to complete any of his obligations within the time granted by Purchaser under "FORCE MAJEURE" and Purchaser shall have suffered any loss from such failure, Purchaser may be entitled to deduct from the Contract price at the rate of (0.5%) of that portion of functionality which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Agreement (except as aforesaid) and the actual date of completion, subject to a maximum deduction of 10% of the value of the Contract.

1.29 Training

1.29.1 On Job Training

1.29.1.1 The Consultant has to offer a comprehensive technical (local) training of software and database to 5 technical resources and operational training to 40 staff/officers nominated by the Purchaser.

1.30 Documentation

- 1.30.1.1 The Consultant shall submit all necessary manuals, installation, technical, troubleshooting manuals, CDs etc. and keep on updating the Purchaser for all related technical updates.
- 1.30.1.2 The Consultant shall submit all software CDs/download links, License Keys and Activation Codes for all components to the Purchaser. Please NOTE that all Licenses and Activation codes should be issued by the vendor in the name of Government of Sindh.

Page 35 / 72



1.30.1.3 The Consultant shall submit detailed User Acceptance Test (UAT) Plan for all components for the project.

1.31 Termination of Contract

1.31.1 Termination of Contract for Default

- 1.31.1.1 Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant terminate this Contract in whole or in part;
 - If the Consultant fails to deliver any or all of the services within the time period's specified in the Contract or any extension thereof granted by Purchaser;
 - 2. If the Consultant fails to perform any other obligation under the Contract; or
 - If there is evidence that the Consultant has supplied services evading Sales Tax, due Customs Duties and any other levies; or
 - If the Consultant, in either of the above circumstances, does not cure its failure
 with in a period of 60 days (or such long period as Purchaser may authorize in
 writing) after receipt of the default notice from Purchaser.
- 1.31.1.2 In the event Purchaser terminates the Contract in whole or in part, Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Consultant shall be liable to Purchaser for any excess costs for such similar goods and services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

1.31.2 Termination for Insolvency

1.31.2.1 Without prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to Purchaser, Purchaser may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant if the Consultant becomes bankrupt or otherwise insolvent.

1.32 Liquidated Damages

1.32.1.1 If Consultant fails to deliver any or all of the goods or perform the services within the time period (s) specified in the Contract, Purchaser shall without prejudice to its other remedies under the Contract, shall have the right to claim liquidated damages and Consultant shall pay to Purchaser as liquidated damages with respect to those delayed goods an amount equal to 0.5% of the value of the services delayed for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 10% of the Contract price. Once the maximum is



reached, Purchaser may consider Termination of Contract keeping in view the legal rights of the Consultant under the Law of Pakistan.

1.32.1.2 The value of all goods or part supply of goods and services made which are incomplete and therefore not utilized by Purchaser in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by Consultant shall be deducted from the invoice (s) submitted by Consultant. The imposition of liquidated damages upon the Consultant and its payment shall not absolve the Consultant/supplier from its obligations to deliver or from any other liabilities or obligations under the Contract.

1.33 Amicable Settlement

- 1.33.1.1 Purchaser and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.
- 1.33.1.2 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 1.33.1.3 Except as otherwise provided in the Contract, any difference, dispute or question arising out of or with reference to the Contract which cannot be settled amicably shall within (30) thirty days from the date of either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.
- 1.33.1.4 The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended.
- 1.33.1.5 The arbitration of the majority of the arbitrators shall be final and binding on both parties.

1.34 Force Majeure

1.34.1.1 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Governmental



actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

1.34.1.2 If a Force Majeure situation arises, the Consultant shall promptly notify Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by Purchaser in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

BID RESPONSE FORMS

This section provides the instructions, guidelines and the relevant forms/formats for the preparation of proposals for the project, "Consultancy Services for Conversion of Archival Data of Registered Deeds stored in Microfilming Rolls into Multipage indexed PDF files for Document Management for the Project of Automation of Stamps & Registration, 21 Districts extension to all Districts". Bidders are recommended to adhere to these instructions, guidelines and forms/formats for preparing their proposals. All other instructions with respect to "Preparation of Bids" are contained in the RFP and should be adhered to accordingly.

1.35 Technical Proposal

The technical proposal shall be prepared to include the following sections.

- a. Cover Letter
- b. Bid Security Form
- c. Affidavit
- d. Integrity Pact
- e. Table of Contents
- f. Executive Summary
- g. Bidder Information
- h. Project References
- i. Proposed Project Team
- j. Implementation Plan
- k. Training Services





- I. Documentation
- m. Warranty, Support and Maintenance Plan
- n. Project Plan
- o. Proposed Solution and Compliance Statement
- p. Essentially Required Attachments
- q. Filled Evaluation Forms along supporting documents

1.35.1 Cover Letter

All technical proposals must include a cover letter signed by an individual legally authorized to bind the bidder to both its technical proposal and commercial proposal. The cover letter is not intended to be a summary of the proposal itself. The cover letter must contain the following statements and information:

- "Proposal and cost schedule shall be valid and binding for 120 days following proposal due date and will become part of the contract that is negotiated."
- 2. Company name, address, and telephone number of the firm submitting the proposal.
- Name, title, address, and telephone number of the person, or persons, to contact who are authorized to represent the firm and to whom correspondence should be directed.
- 4. Proposals must state the bidder's National Taxpayer Numbers & General Sales Tax.
- 5. We have completed and attached the following documents as per the specimen provided:
 - a. Affidavit
 - b. Integrity Pact
- 6. Please list all addenda received, including date received.

1.35.2 Cover Letter - Specimen

To,

The Project Director,

Automation of Stamps & Registration (ASR),

Reforms Wing & Special Cell, Board of Revenue, Sindh

1st Floor, ST-4, Adj. Dr. Ziauddin Hospital

Clifton Block 6, Karachi

Subject:

TECHNICAL PROPOSAL FOR "CONSULTANCY SERVICES FOR CONVERSION OF ARCHIVAL DATA OF REGISTERED DEEDS STORED IN MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT MANAGEMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 21 DISTRICTS EXTENSION TO ALL DISTRICTS "

Dear Sir,

Having examined the Bidding Documents for the subject Consultancy Services, the receipt of which is hereby duly acknowledged, we the undersigned, offer our services for the said project in conformity with the said Bidding Documents, for the price submitted in our Financial Bid.



We undertake, if our Bid is accepted, to deliver the services as specified in the Contract as per the schedule outlined in RFP Table 1, calculated from the signing date of Contract in accordance with the Contract Execution Schedule provided in the Conditions of Contract.

We agree to abide by this Bid for the period of 120 days from the date fixed according to the relevant Clause of the instruction to Bidders, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period or any period for which the bid validity and bid security validity has been extended.

	dity and bid security validity has been extended.
W	hereby certify that we have submitted a Bid Security in the amount of at least 2% of our
bic	price along with our Financial Proposal that is valid for days.
W	hereby appoint the following individual/s as point of contact who is duly authorized to
rep	resent our firm:
	Name:
	Title:
	Address:
	Phone:
	E-Mail:
	NTN Number is and Provincial
Sal	s Tax Number is
	have completed and attached the following documents along with our bid as per the
spe	cimen provided:
	a. Affidavit
	b. Integrity Pact
If c	ur bid is accepted, we undertake and agree as follows:
a.	That unless and until a formal Contract is prepared and executed, this Bid, together with
	your written acceptance thereof in your Notification of Award, shall constitute a binding
	Contract between us as if the Contract has been executed.
b.	To execute the Contract for the services completing the obligations under the Contract
	in accordance with the terms of the Contract form and conditions. The Contract may be

altered or added to in such a manner as you require for the purpose of adopting it to the

c. We will provide an Advance Payment Guarantee and a Performance Security in the form

d. We understand that you are not bound to accept the lowest bid or any Bid that you may

and in the amounts, as agreed in pursuance of this Contract.

circumstances of this tender.

receive.



In the capacity of		
Duly authorized to sig	n bid for and on behalf of (
	(COMPANY SEAL)	
()	
(Signature of Witness) Witness Address:		





Dated

THE STATE OF THE PARTY.	cimen of Affidavit
	(To be printed on Rs. 100/- Stamp Paper)
From:	
-	
2	
_	
To:	The Desired Disease
	The Project Director,
	Automation of Stamps & Registration (ASR),
	Reforms Wing & Special Cell, Board of Revenue, Sindh
	1 st Floor, ST-4, Adj. Dr. Ziauddin Hospital
	Clifton Block 6, Karachi
SUBJECT:	AFFIDAVIT
We, M/s.	having our office at hereb
	that as a result of contract between us and your organization for the
	ANCY SERVICES FOR CONVERSION OF ARCHIVAL DATA OF REGISTERED DEED
STORED IN	
	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMEN
MANAGEM	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2
MANAGEM DISTRICTS	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the
MANAGEM DISTRICTS execution o	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2
MANAGEM DISTRICTS execution of shall be set	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMEN ENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if an tied as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set We, M/S	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if any tiled as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set We, M/S	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMEN ENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if an tied as per relevant clauses of the tender document.
MANAGEM DISTRICTS (execution of shall be set) We, M/S _ not involve Pakistan.	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if an tied as per relevant clauses of the tender document.
MANAGEM DISTRICTS (execution of shall be set We, M/S not involve Pakistan. We, M/S	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if an titled as per relevant clauses of the tender document. further undertake that we are disputed in any litigation and have never been black listed by any organization in the control of the control
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be s	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the of work, we shall not resort to any court of law. The dispute / difference, if an titled as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be sha	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the following of work, we shall not resort to any court of law. The dispute / difference, if an all teled as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be s	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the following of work, we shall not resort to any court of law. The dispute / difference, if an attended as per relevant clauses of the tender document. ———————————————————————————————————
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be s	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the following of work, we shall not resort to any court of law. The dispute / difference, if an attended as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be s	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the following of work, we shall not resort to any court of law. The dispute / difference, if any titled as per relevant clauses of the tender document.
MANAGEM DISTRICTS execution of shall be set of the set of the set of the shall be s	MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 2 EXTENSION TO ALL DISTRICTS ", if any conflict / dispute arises regarding the following of work, we shall not resort to any court of law. The dispute / difference, if any titled as per relevant clauses of the tender document.

(Company's Seal)

Page 42 / 72



1.35.4 Specimen of Integrity Pact

(To be printed on Rs. 100/- Stamp Paper)

INTEGRITY PACT FOR

Project Name:

"CONSULTANCY SERVICES FOR CONVERSION OF ARCHIVAL DATA OF REGISTERED DEEDS STORED IN MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT MANAGEMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 21 DISTRICTS EXTENSION TO ALL DISTRICTS

Bid Date:	
-----------	--

{Name of Bidders}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 Sindh (GOS) or any administrative sub division or agency thereof or any other entity owned or controlled by GOS through any corrupt business practice.

Without limiting the generality of the foregoing {Name of Bidders} 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 anyone within or outside Pakistan either 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 Sindh (GoS) that has been expressly declared pursuant hereto.

{Name of Bidders}certify that it has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GOS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

{Name of Bidders}accepts full responsibility and strict liability for making any false declaration, not making full discloser, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege, other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOS under any law, contract or other instrument, be void able at the option of GOS.

Notwithstanding any right and remedies exercised by GOS in this regard, {Name of Bidders}agrees to indemnify GOS for any loss or damage incurred by it on account of its corrupt business practices, and further pay compensation to GOS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by {Name of Bidders}as aforesaid for the purpose of obtaining or inducting the procurement of any contract, right interest privilege or other obligation or benefit in whatsoever form GOS.

Stamp & Signatures



1.35.5 Table of Contents

The bidder shall build an appropriate table of contents for the proposal.

1.35.6 Executive Summary

The executive summary should summarize your proposal and your firm's qualifications. Additionally, you may summarize at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Your proposal summary is not to exceed five (5) pages.

1.35.7 Bidder Information

1. Please provide information about your company using the following format (if bidder is a consortium or joint venture, please provide information for each member company).

Name of parent company	
Length of time in business	
Length of time in business of proposed systems	
Gross revenue for the prior three (3) fiscal years (in PKR)	
Percentage of gross revenue generated by business of proposed systems	
Total number of similar projects	
Number of full time personnel in: Project Management (PMP) Certified Professional for conversion / preservation Experienced Professional for indexing / data entry Certified Professional for database Certified Professional for software	

- 2. Where is your head office located? Other branch offices?
- 3. Which office would service this account?
- 4. Please list all partners/directors of the company.
- 5. Please list all key management personnel of the company and provide brief CV of each.
- 6. Please attach the audited financial statements or annual report for your company for the last three (3) years.
- 7. Are you bidding sub-Consultants as part of your proposal? If so, please explain why, as well as how you will manage their work providing a single point of contact and control of not using sub-Consultants, so state.
- 8. If the bidder has had a contract terminated for default during the past five years such incidents must be described.



Termination for default is defined as notice to stop performance due to the bidder's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the bidder to be in default.

Submit full details of all terminations for default experienced by the bidder during the past five years, including the other party's name, address, and telephone number. Present the bidder's position on the matter. The Purchaser will evaluate the facts and may, at its sole discretion, reject the bidder's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the bidder.

If no such terminations for default have been experienced by the bidder in the past five years, declare so in writing.

A bidder response that indicates that the requested information will only be provided if and when the bidder is selected as the apparently successful bidder is not acceptable. Restricting the bidder response to include only legal action resulting from terminations for default is not acceptable.

Your response may take as many pages as needed to fully answer the question.

1.35.8 Project References

Project Completed within time and budget

1. Using the format below, please list three (3) projects of similar size and scope executed by the bidder in the last three years. One (1) project must be of similar nature in terms of scope and functionality.

Customer/client name	
Reference contact name	
Title	
Phone number	
Mailing address	
Fax number	
Brief Description of Project (please provide scope of work in terms of functional objective of systems and services delivered)	
Services Provided	
Project Team Size	// e ^{<}
Budget (cost of services provided)	11.24
Project Duration	0/8

2. Use the format below to provide additional information about your firm's recent work experience that you would like the Purchaser to consider in evaluating your proposal. You



may provide this information for up to five (5) projects.

Customer/client name	
Reference contact name	
Title	
Phone number	
Mailing address	
Fax number	
Brief Description of Project (please provide scope of work in terms of systems and services delivered)	
Project Team Size	
Budget (cost of services provided)	
Project Duration	
Project Completed within time and budget	
1 35 9 Proposed Project Team	

1. Please provide a proposed organization chart for the project.

2. Please use the following format to identify all proposed key project staff who will be assigned to the project. This must include your proposed dedicated relevant experienced team for this project comprising of project manager, technical team for implementation, security, quality assurance, senior domain experts to be stationed in Karachi during execution of the project.

Staff Member Name	Title	Project Position

3. Using the format below, please provide details for each of the **key project staff** members. At a minimum, "key staff" must include your proposed dedicated relevant experienced team for this project comprising of project manager, technical team for implementation, security, quality assurance, senior domain experts to be stationed in Karachi during execution of the project; should be listed in item 2 above.

Bidder name
Staff member name
Position in the company
Education & Certifications
Project position and responsibilities
Relevant previous work experience
Technical skills and qualifications for the project position

1.35.10 Implementation Plan

Please provide an implementation plan for the project to meet the scope of work defined in the RFP. The implementation plan, at a minimum, must address the following:



- Implementation team organization chart
- Implementation team size, roles and responsibilities of each member
- Implementation Planning and Methodology
- Detailed Design
- Initial configuration where ever required to bring the system up and running





1.35.11 Training Services

Please provide a comprehensive training plan for the project to meet the requirements specified in the RFP. For each requirement in the RFP, the training plan, at a minimum, should address the following:

- · Training approach and methodology
- · Training course description, duration and number of trainees
- Training location
- Training aids provisioning (who will be responsible to provide training aids, environment, equipment etc.)

1.35.12 Documentation

Using the format below, please indicate in the right most column whether you will provide the given documents. Self-created documents should be in both paper (5 sets) and electronic format (3 sets) on CDs. Manufacturer supplied documentation in the similar quantity as the items.

S No	DESCRIPTION OF DOCUMENTATION	Yes/No
1		
2		
3		
4		
5		
6		
7		
8		

Using the format below, please list all the additional documentation manuals & reference guides that would be provided to meet the requirements stated in the RFP. Documentation would be provided separately into the following broad categories and in both paper (5 sets) and electronic format (3 sets) on CDs.

S No	DESCRIPTION OF DOCUMENTATION	QTY
1		
2		
3		
1.35.13	Warranty, Support and Maintenance	100

Using the format below, please provide information about warranty and support proposed for the project.

1. Please describe the warranty and support services proposed for the project.



1.35.14 Project Plan

Please provide a project plan that includes:

- A Gantt chart showing duration of the project and all tasks, with estimated beginning and end dates for each.
- · A brief description of each task, its dependencies and predecessors.
- · A description of each proposed deliverable.

You may include additional items in your project plan to demonstrate your understanding of the project and its implementation. The plan should adhere to the timeline specified in the RFP. If your project plan deviates from that timeline, please include an explanation.

GANTT CHART

Use this section to include your Gantt chart showing project duration with projected start and end dates of all tasks.

TASK DESCRIPTIONS

Use this section to include brief descriptions of all tasks, milestones and associated work products.

DEPENDENCIES

Use this section to include a list of dependencies for each task.

PREDECESSOR

Use this section to list the predecessors for each work breakdown structure of the project.

DELIVERABLES

Use this section to include brief description of all project deliverables.

COMISSIONING PLAN

Use this section to describe the Commissioning plan

1.35.15 Essentially Required Attachments

The following attachments are to be included with the proposal.

DESCRIPTION OF ATTACHMENTS

- Audited reports of last three (3) years of the primary bidder and all sub-Consultants/consortium partners. Bank Statement or other documentary evidence of Liquid
- Authorized dealer, distributor, channel partner, etc. certificate or purchase invoice for products to be used.
- 3. Full product support certificate from the software's principal(s).
- 4. Evidence of reference projects in the form of Customer's Completion Certificates.
- Descriptive manuals.
- 6. Draft contract on the basis of 24x7x365 for support and services on yearly basis.
- 7. Company Registration Documents.
 - 8. Income Tax, Sales Tax & Provincial Sales Tax, Registration Certificates.



- A written confirmation that the bidder shall accept the responsibility for the successful integration and inter-operability of all components of the System as required by the Bidding Documents.
- 10. All required documents as reflected in the RFP.

1.35.16 Proposed Solution and Compliance Statement

Using the format below, please present your proposed solution.

- 1. Please provide an overview of your proposed solution. Highlight all pertinent information and key features in your description.
- 2. Provide a compliance statement for requirement of RFP and BoQ. Compliance Statement shall be marked FC = Fully Compliant, PC = Partially Compliant or NC = Non-Compliant
- 3. Please list the components (hardware components, peripherals, modules, additional plug-ins and software licenses) you are proposing as part of your solution. (Add more lines where necessary.)





1.36 Commercial/Financial Proposal

The financial proposal shall be prepared to include the following sections.

- a. Bid Form
- b. Bid Security
- c. Price Schedules





1.36.1 Bid Form - Specimen

All commercial proposals must include a bid form signed by an individual legally authorized to bind the bidder to both its technical proposal and commercial proposal. Any exceptions to the Terms and Conditions stated in the Bidding Documents should be attached as an attachment to the Bid Form.

To,

The Project Director,

Automation of Stamps & Registration (ASR),

Reforms Wing & Special Cell, Board of Revenue, Sindh

1st Floor, ST-4, Adj. Dr. Ziauddin Hospital

Clifton Block 6, Karachi

Subject:

"CONSULTANCY SERVICES FOR CONVERSION OF ARCHIVAL DATA OF REGISTERED DEEDS STORED IN MICROFILMING ROLLS INTO MULTIPAGE INDEXED PDF FILES FOR DOCUMENT MANAGEMENT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, 21 DISTRICTS EXTENSION TO

ALL DISTRICTS "

Dear Sir,

Having examined the Bidding Documents for the subject Consultancy Services including the Specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply, deliver, install, test, implement and commission into the same in conformity with the said Bidding Documents, including Addenda Nos. (Insert Numbers), for the sum of (Total Bid Amount in words and figures). And any other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to complete the schedule of requirements as specified in the Contract within the period required calculated from the signing date of Contract in accordance with the Contract Execution Schedule provided in the Conditions of Contract.

We agree to abide by this Bid for the period of 90 (Ninety) days from the date fixed according to the relevant Clause of the instruction to Bidders, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period or any period for which the bid validity and bid security validity has been extended.

If our bid is accepted, we undertake and agree as follows:

a. That unless and until a formal Contract is prepared and executed, this Bid, together with 30 100 your written acceptance thereof in your Notification of Award, shall constitute a binding Contract between us as if the Contract has been executed.

b. To execute the Contract for the supply, installation, implementation, commissioning and completing the obligations under the Contract in accordance with the terms of the Contract form and conditions. The Contract may be altered or added to in the manner as you require for the purpose of adopting it to the circumstances of this tender. Jo



- c. We will provide an Advance Payment Guarantee and a Performance Security in the form and in the amounts, as agreed in pursuance of this Contract.
- d. We understand that you are not bound to accept the lowest bid or any Bid that you may receive.

Dated this	day of 201	J.
()	
Signatures		
()	
In the capacity of		
Duly authorized to	o sign bid for and on behalf of (
	(COMPA	NY SEAL)
	(COMPA)	NY SEAL)
gnature of Witness))	NY SEAL)





1.36.2 Bid Security

- a) A bid security is required to be submitted with the commercial proposal. The amount of bid security required is two percent (2%) of the Total Bid Price. In case of a Bidder submitting an original bid and an alternative bid, the bid security will be two percent (2%) of the Total Bid Price of the higher bid. This bid security is to be submitted in the form of Demand Draft or Pay Order in favour of Purchaser. The Bid security shall be in Pak Rupees & from a scheduled bank in Pakistan.
- b) Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before twenty-eight (28) days after the end of the bid validity period shall be rejected as non-responsive.
- c) The successful Bidder will be required to keep his bid security valid till the agreement is signed with the Purchaser for the execution of the project.
- d) The bid security may be forfeited; if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- e) In the case of successful Bidder, if the Bidder fails to sign the Contract in accordance with relevant clauses, the bid security will be forfeited.

1.36.3 Price Schedules

Firm Price for Services <u>Included in</u> the Total Bid Price to be provided as per the following template:

S. No.	Milestone	Unit	Unit Cost	Total Cost
1	Software & Database Development	1 solution		
2	Conversion of microfilm negatives to digital images	75,000,000 Images (approx.)		
3	Indexing of Registered Deeds	4,500,000 PDF files of Register Deeds (approx.)		
4	Indexing of Revenue Records	6,000 PDF files of Deh Registers Volume (approx.)		
5	Trainings	165 persons		
	Total			



TECHNICAL EVALUATION FORMS

FORM A-1

COMPANY PROFILE NUMBER OF YEARS IN IT BUSINESS

Date:	

All bidders are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Ventures as required under the bye-laws as a Partnership/Joint Venture.

1.	Name of firm or consort	ame of firm or consortium of firm (Legal Name):		
	(In case of Joint Venture partner)	(JV), please also provide legal name of each		
2.	Nature of Business:			
		orporation, Partnership, Trust etc., show of required nature in business for every year)		
3.	Head Office Address:			
4.	Telephone Fax numbers: E-mail address:			
5.	Place of Incorporation/F	Registration:		
	Year of incorporation/re	gistration:		
6.	Applicant's authorized re Telephone Fax numbers: E-mail address:	epresentative:		
7.	NATIONALITY OF OWNE	RS.		
	Name:	Country:		

Note:

Please attach relevant document such as certificate of incorporation (registration



FORM A-2

COMPANY'S PROFILE

DETAILS REGARDING NUMBER OF FULL TIME TECHNICAL STAFF

(ATTACH SEPARATE SHEET FOR EACH FULL TIME TECHNICAL STAFF)

PERSONNEL INFORMATION	NAME		DATE OF BIRTH	
	PROFESSIONAL QUALIFICATIONS			
	TECHNICAL/PROFESSIONAL CERT	TIFICATIONS		
EXPERIENCE	NAME OF EMPLOYER			
	Position	FROM		То
PRESENT EMPLOYMENT RECORD	Job Title:			
	Period with firm:			
	Telephone:		Email:	
	NTN:			
	Mail Address:			

Note:

Please attach relevant document such as degree(s), certificate(s) and any other deemed necessary as proof of claims in CVs.





FORM A-3

COMPANY PROFILE ANNUAL TURNOVER

Date:	

(Attach relevant authenticated audited statement)

YEAR	AVERAGE TURNOVER	INCOME TAX PAID	Name alongwith Cost of IT Projects Executed/ Undertaken
2013-14			
2012-13			
2011-12			

Note:

Please attach relevant document such as authenticated audited statements and any other document deemed necessary as proof of claims





GENERAL/SPECIFIC EXPERIENCE PROJECT OF CONVERSION OF MICROFILMED DATA

Use a separate sheet for each contract / Consultancy.

1.	Name of Contract:
	Country:
2.	Name of Procuring Agency, Telephone and Fax Number:
3.	Procuring Agency Address:
4.	Nature of works and special features relevant to the contract:
5.	Contract Role (Tick One): (a) Sole (b) Sub-partner (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract: Currency
7.	Equivalent in Pak/ Rs.:
8.	Date of Award:
9.	Date of Completion:
10	Specified Requirements:

Note





GENERAL/SPECIFIC EXPERIENCE PROJECT OF LARGE SCALE INDEXING / DATA ENTRY

Use a separate sheet for each contract / Consultancy.

1.	Name of Contract:				
	Country:				
2.	Name of Procuring Agency, Telephone and Fax Number:				
3.	Procuring Agency Address:				
4.	Nature of works and special features relevant to the contract:				
5.	Contract Role (Tick One): (a) Sole (b) Sub-partner (c) Partner in a Joint Venture				
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract: Currency				
7.	Equivalent in Pak/ Rs.:				
8.	Date of Award:				
9.	Date of Completion:				
10.	Specified Requirements:				

Note:





GENERAL/SPECIFIC EXPERIENCE PROJECT OF SOFTWARE DEVELOPMENT

Use a separate sheet for each contract / Consultancy.

1.	Name of Contract:				
	Country:				
2.	Name of Procuring Agency, Telephone and Fax Number:				
3.	Procuring Agency Address:				
4.	Nature of works and special features relevant to the contract:				
5.	Contract Role (Tick One): (a) Sole (b) Sub-partner (c) Partner in a Joint Venture				
6.	Value of the total contract (in specified currencies) at completion, or at date o award for current contract: Currency				
7.	Equivalent in Pak/ Rs.:				
8.	Date of Award:				
9.	Date of Completion:				
10	Specified Requirements:				

Note:





FORM B-4

GENERAL/SPECIFIC EXPERIENCE PROJECT OF UNDERTAKEN IN SAME GEOGRAPHICAL LOCATION

Use a separate sheet for each contract / Consultancy.

1.	Name of Contract:				
	Country:				
	Proper Location (City / District):				
2.	Name of Procuring Agency, Telephone and Fax Number:				
3.	Procuring Agency Address:				
4.	Nature of works and special features relevant to the contract:				
5.	Contract Role (Tick One):				
	(a) Sole (b) Sub-partner (c) Partner in a Joint Venture				
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract:				
	Currency Currency Currency				
7.	Equivalent in Pak/ Rs.:				
8.	Date of Award:				
9.	Date of Completion:				
10.	Specified Requirements:				

Note:





FORM C-1

SPECIALIZATION RELEVANT HARDWARE OR AUTHORIZATION LETTER FROM PRINCIPAL

S. No.	Item	Make	Model	Qty

Note:

Please attach relevant document such purchase invoices / authorization letter required hardware from principal for this assignment.







SPECIALIZATION

DETAILS REGARDING NUMBER OF PROFESSIONALS / TECHNICAL TEAM (ATTACH SEPARATE SHEET FOR EACH FULL TIME TECHNICAL STAFF)

Position				
PERSONNEL INFORMATION	Name		DATE OF BIRTH	
	PROFESSIONAL QUALIFICATIONS			
	TECHNICAL/PROFESSIONAL CERTIFICATION	FICATIONS		
EXPERIENCE	NAME OF EMPLOYER			
	Position	FRO	M	То
PRESENT EMPLOYMENT RECORD	Job Title:			
	Period with firm:			
	Telephone:		Email:	
	NTN:			
	Mail Address:			

Note:

Please attach relevant document such as degree(s), certificate(s) and any other document deemed necessary as proof of claims in CVs.





FORM D-1

PROPOSED METHODOLOGY INNOVATIVENESS

Please provide proposed methodology regarding innovativeness of your organization, working style, plan for this assignment and bid.





FORM D-2

PROPOSED METHODOLOGY SOUNDNESS

Please provide proposed methodology regarding soundness of this assignment and bid. Bidder to also show dedicated equipment and dedicated (management & technical) staff for execution of this assignment





FORM E-1

QUALITY MANAGEMENT ISO 13008:2012 or equivalent

(Attach certificate)

S. No.	Description	Year of certification	Date of Expiry	





FORM E-2

QUALITY MANAGEMENT

ISO 9001:2008 or equivalent

(Attach certificate)

S. No.	Description	Year of certification	Date of Expiry





UNDERSTANDING OF ASSIGNMENT

RELEVANT LAWS

Bidder has to demonstrate knowledge of relevant laws





UNDERSTANDING OF ASSIGNMENT

REGISTRATION DEEDS

Bidder has to demonstrate domain knowledge of documents of registration deeds.





UNDERSTANDING OF ASSIGNMENT LAND RECORDS MANAGEMENT

Bidder has to demonstrate proper knowledge and understanding of land records management.





<u>UNDERSTANDING OF ASSIGNMENT</u> PRESERVATION AND CONVERSION OF MICROFILMING TECHNOLOGY

Bidder has to demonstrate knowledge and experience of preservation and conversion of microfilming technology.





BID SECURITY FORM

WHEREAS [Name of Bidder] (hereinafter called "the Bidder" has submitted its bid dated [date] for the "Consultancy Services for Conversion of Archival Data of Registered Deeds stored in Microfilming Rolls into Multipage indexed PDF files for Document Management for the Project of Automation of Stamps & Registration, 21 Districts extension to all Districts in Sindh", (hereinafter called "the Bid").

KNOW ALL MEN by these presents that we ____[Name of the Bank] of __[Name of Country] having our registered office at __[Address of Bank] (hereinafter called "the Bank") are bound into the Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of _______, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2015

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

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

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

By [Bank] . (Title) Authorized Representative

