

Bid Evaluation Report

01.	Name of Procuring Agency:	Reforms Wing & Special Cell, Board of Revenue, Sindh
02.	Tender Reference No:	INF-KRY-2231/15, Dated: 06-06-2015
03.	Tender Description/Name of work/ item:	"E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS OF SINDH PROVINCE"
04.	Method of Procurement:	Quality and Cost Based Selection Method (QCBS)
05.	Tender Published:	Daily Dawn, dated 6 th June 2015 SPPRA Website at Sr. No. 24558
06.	Total Bid documents Sold;	02 (Two)
07.	Total Bids Received:	02 (Two)
08.	Technical Bid Opening date:	06-07-2015
09.	No. of Bid technically qualified:	02 (Two)
10.	Bid(s) Rejected:	None
11.	Financial Bid Opening date:	06-08-2015
12.	Bid Evaluation Report:	

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. NADRA	Rs.142,183,124/-	1 st	Lower	The Committee found the bid of the firm as best evaluated bid with combined score of 94.08% as against score of 87.84% secured by M/s. Sapphire Consulting Services calculated as per the predefined weightage and formula under QCBS Method of SPP Rules.	Recommended for award of work.
2	M/s. SAPPHIRE CONSULTING SERVICES	Rs.99,999,700/-	2 nd	Lower	Although technically qualified, the consolidated score of the firm evaluated under the QCBS calculated at 87.84% ranked lower to score of M/s. NADRA which scored 94.08%.	Declared unsuccessful.


(Athar Hussain Baloch)
 Deputy Director IT,
 IS&T Department,
 Govt. of Sindh


(Zulfiqar Ali Nizamani)
 Project Director ASR
 Board of Revenue, Sindh


(Moazzam Murree)
 Deputy Secretary (Dev-II), Finance Department
 Government of Sindh


(Farzana Shahani)
 Chief S&T,
 P&D Department,
 Government of Sindh


(Zulfiqar Ali Shah)
 Member R&S
 Board of Revenue, Sindh



PROJECT MANAGEMENT UNIT
BOARD OF REVENUE SINDH

SUBJECT: MINUTES OF MEETING OF THE CONSULTANT SELECTION COMMITTEE HELD ON 06-08-2015 FOR PROCUREMENT OF "E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS OF SINDH PROVINCE"

A meeting of the Consultant Selection Committee constituted for procurement of the subject Consultancy Services under SPP Rules 2010 was held in Committee Room of the Project Management Unit established under the Reforms Wing & Special Cell, Board of Revenue Sindh at 02.30 p.m on 06-08-2015. The Member R&S chaired the meeting which was attended by other members of the Committee and representatives of the participating firms as per list attached as **Annexure-"A"**

Following agenda items were discussed in detail and decisions thereupon were taken as under:

AGENDA ITEM NO. 01: CONFIRMATION OF MINUTES OF MEETING DATED: 06-07-2015

The Committee members confirmed and unanimously approved the minutes and decisions of the meeting held on 06-07-2015.

AGENDA ITEM NO. 02: FINALIZATION OF EVALUATION OF TECHNICAL PROPOSALS

Pursuant upon decision of the Consultant Selection Committee taken in its meeting held on 06-07-2015, a detailed evaluation of the technical proposals was carried out by members of the Technical Sub-Committee notified vide dated: 1st April 2015. A consolidated evaluation sheet furnished by the Technical Sub-Committee was placed before the Consultant Selection Committee to facilitate all members in individual assessment of the technical proposals. The same is attached as **"Annexure-B"**.

The participating firms were thereafter invited for power point presentations on their proposals to demonstrate their methodology for evaluation of its soundness and innovativeness and also to demonstrate their understanding of the assignment for assessment of their technical capability in the respective areas. The Committee Members as well as the Chairman of the Committee thereafter finalized their individual evaluation sheets on technical proposals of the bidders and signed the same as at **"Annexure-C"**. The consolidated sheet of Technical Evaluation by all Members and the Chairman of the Consultant Selection Committee is placed as under:

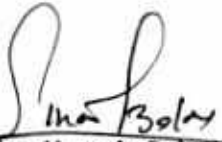
Sr. No.	Name of the bidder	Technical Marks
01	M/s. NADRA	899
02	M/s. Sapphire Consulting Services	762

On basis of evaluation as above the bid of M/S NADRA secured 94.08 % marks and was declared best evaluated bid as compared to the bid of M/S Sapphire which could secure 87.84% marks under the QCBS method.

Decision


The Committee decided to recommend the award of contract for the Tender for "E-Governance Consultancy Services for Business Process Re-Engineering Study and Implementation Support for the Project of Automation of Stamps & Registration, Extension to All Districts of Sindh Province" in favour of M/s. NADRA against its bid at price of Rs.142,183,124/- (Rupees One Hundred and Forty Two Million, One Hundred and Eighty Three Thousand, One Hundred and Twenty Four Only) for the whole package as mentioned in schedule of Requirements of RFP under QCBS method of SPP Rules 2010.

Meeting ended with a vote of thanks to and from the chair.


(Athar Hussain Baloch)
Deputy Director IT,
IS&T Department,
Govt. of Sindh


(Zulfiqar Ali Nizamani)
Project Director PMU
Board of Revenue, Sindh


(Moazzam Murree)
Deputy Secretary (Dev-II), Finance Department
Government of Sindh



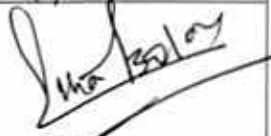

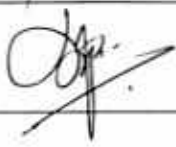

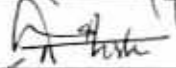



(Farzana Shahani)
Chief S&T,
P&D Department,
Government of Sindh


(Zulfiqar Ali Shah)
Member R&S
Board of Revenue, Sindh

LIST OF PARTICIPANTS**MEETING OF CONSULTANT SELECTION COMMITTEE**

FOR FINALIZATION EVALUATION OF TECHNICAL PROPOSALS AND OPENING OF FINANCIAL PROPOSAL
IN RESPECT OF TENDER PUBLISHED IN THE DAILY NEWSPAPERS VIDE INF KRY NO. 2231/15 DATED: 06-06-2015 NAMEDLY
"E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING
STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF
STAMPS & REGISTRATION IN ALL DISTRICTS OF SINDH PROVINCE"


HELD ON 06-08-2015 @ 02:30 pm

<u>S.No.</u>	<u>Name</u>	<u>Designation</u>	<u>Signature</u>
PROCUREMENT COMMITTEE			
1	Zulfiqar Ali Shah	Member R&S	<u>In-Chair</u>
2	Zulfiqar Ali Nizamani	Project Director ASR, BOR	
3	Farzana SHahani	Chief S&T, P&D Department, Govt. of Sindh	
4	Athar Hussain Baloch	Deputy Director IT, IS&T Department, Govt. of Sindh	
5	Moazzam Murree	Deputy Secretary (Dev-II), Finance Department, Govt. of Sindh	
6	Ejaz Ahmed Memon	Section Officer (Dev-VI) Finance Department, Govt. of Sindh Nominee of DS-DEV-II, Finance Dept, GOS	
PARTICIPATING FIRMS			
<u>S.No.</u>	<u>Name of Person</u>	<u>Name of Company</u>	<u>Signature</u>
1	Uzair Bomanji.	Sapphire Consultancy Services	
2	AHMED ZEESHAN	NADRA	
3	SULAIMAN MALIK	NADRA	
4	Talib Khan	BOR	
5	Shahid Ali Pathan	BOR	
6			

S#	Sections	Points	Criteria	M/s. NADRA	M/s. SAPHIRE
D Proposed Methodology (50)					
D1	Innovativeness	25	Methodology proposed by the consultants shall be evaluated for its innovativeness and would be graded subjectively Attach proper documentation	25	25
D2	Soundness	25	Bidder should demonstrate its proficiency for this assignment. Bidder to show knowledge & dedicated (management & technical) staff for execution of this assignment. Attach proper documentation	25	25
E Quality Management (50)					
E1	ISO 9001 & ISO 27001 or equivalent	25	Bidders shall attach relevant certification(s) Attach certificate	25	25
E2	CMMI certification	25	Bidders shall attach relevant certification(s) Attach certificate	25	00
F Understanding of Assignment (100)					
F1	Relevant Laws	20	To demonstrate knowledge of relevant laws	15	20
F2	Industry standards / best practices for e-Governance Solutions	20	To demonstrate knowledge of industry standards / best practices for e-Governance Solutions	15	20
F3	IT intervention applicable to process involved in registration of deeds & documents	40	To demonstrate knowledge of IT intervention in registration of deeds & documents	30	40
F4	IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	20	To demonstrate knowledge of IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	15	20
Total Marks		1000		950	765
Technical Qualification Marks		700			


Sajjad
 System Manager
 LARMIS, PMU

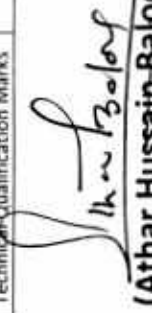

 Deputy Director (F&A),
 ASR, PMU


 Network Administrator, PMU
 LARMIS, PMU


 Assistant Director (P/CM)
 LARMIS, PMU


 Deputy Director IT,
 LARMIS, PMU

Sl. No.	Qualification	Weightage	Criteria	Max. Marks	Total Marks
			f) System Administrator: 3 = 15 marks g) Domain Experts: 3 = 15 marks (Marks will be awarded proportionately to the max. of marks mentioned against each category) Attach completion certificates	15 15	10 10
D	Proposed Methodology (50)				
D1	Innovativeness	25	Methodology proposed by the consultants shall be evaluated for its innovativeness and would be graded subjectively Attach proper documentation	10	15
D2	Soundness	25	Bidder should demonstrate its proficiency for this assignment. Bidder to show knowledge & dedicated (management & technical) staff for execution of this assignment. Attach proper documentation	10	15
E	Quality Management (50)				
E1	ISO 9001 & ISO 27001 or equivalent	25	Bidders shall attach relevant certification(s) Attach certificate	25	25
E2	CMMI certification	25	Bidders shall attach relevant certification(s) Attach certificate	25	00
F	Understanding of Assignment (100)				
F1	Relevant Laws	20	To demonstrate knowledge of relevant laws	05	20
F2	Industry standards / best practices for e-Governance Solutions	20	To demonstrate knowledge of industry standards / best practices for e-Governance Solutions	05	20
F3	IT intervention applicable to process involved in registration of deeds & documents	40	To demonstrate knowledge of IT intervention in registration of deeds & documents	10	35
F4	IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	20	To demonstrate knowledge of IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	05	20
	Total Marks	1000		870	750
	Technical/Qualification Marks	700			


(Athar Hussain-Baloch)
 Deputy Director IT,
 IS&T Department,
 Govt. of Sindh/Member CSC

Sl. No.	Criteria	Weightage	W/S. Marking
D	Proposed Methodology (50)		
D1	Innovativeness	25	15
D2	Soundness	25	15
E	Quality Management (50)		
E1	ISO 9001 & ISO 27001 or equivalent	25	25
E2	CMMI certification	25	25
F	Understanding of Assignment (100)		
F1	Relevant Laws	20	10
F2	Industry standards / best practices for e-Governance Solutions	20	15
F3	IT intervention applicable to process involved in registration of deeds & documents	40	30
F4	IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	20	10
	Total Marks	1000	760
	Technical Qualification Marks	700	


(Moazzam Murree)
 Deputy Secretary (Dev-II)
 Finance Department,
 Govt. of Sindh/Member CSC

Sl. No.	Sections	Points	Criteria	M/s. NADRA	M/s. SAPHIRE
			f) System Administrator- 1 = 15 marks g) Domain Experts: 3 = marks (Marks will be awarded proportionately to the max. of marks mentioned against each category) Attach completion certificates.	15 15	10 10
D	Proposed Methodology (50)				
D1	Innovativeness	25	Methodology proposed by the consultants shall be evaluated for its innovativeness and would be graded subjectively Attach proper documentation	10	25
D2	Soundness	25	Bidder should demonstrate its proficiency for this assignment. Bidder to show knowledge & dedicated (management & technical) staff for execution of this assignment. Attach proper documentation	10	20
E	Quality Management (50)				
E1	ISO 9001 & ISO 27001 or equivalent	25	Bidders shall attach relevant certification(s) Attach certificate	25	25
E2	CMMI certification	25	Bidders shall attach relevant certification(s) Attach certificate	25	00
F	Understanding of Assignment (100)				
F1	Relevant Laws	20	To demonstrate knowledge of relevant laws	15	20
F2	Industry standards / best practices for e-Governance Solutions	20	To demonstrate knowledge of Industry standards / best practices for e-Governance Solutions	10	20
F3	IT intervention applicable to process involved in registration of deeds & documents	40	To demonstrate knowledge of IT intervention in registration of deeds & documents	35	40
F4	IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	20	To demonstrate knowledge of IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	10	20
	Total Marks	1000		915	770
	Technical Qualification Marks	700			


(Zulfiqar Ali Nizamani)
 Project Director ASR,
 Board of Revenue, Sindh
 /Member CSC

Sl. No.	Category	Weightage	Criteria	Weightage	Max. Marks
			f) System Administrator = 15 marks g) Domain Experts: 3 = 15 marks (Marks will be awarded proportionately to the max. of marks mentioned against each category) Attach completion certificates	15 15	10 10
D	Proposed Methodology (50)				
D1	Innovativeness	25	Methodology proposed by the consultants shall be evaluated for its innovativeness and would be graded subjectively Attach proper documentation	10	25
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F	Understanding of Assignment (100)				
F1	Relevant Laws	20	To demonstrate knowledge of relevant laws	15	20
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F3	IT intervention applicable to process involved in registration of deeds & documents	40	To demonstrate knowledge of IT intervention in registration of deeds & documents	35	40
F4	IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	20	To demonstrate knowledge of IT intervention applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	10	20
	Total Marks	1000		920	775
	Technical Qualification Marks	700			


(Zulfiqar Aft Shah)
 Member R&S,
 Board of Revenue, Sindh
 /Chairman CSC


06-08-2015 IN RESPECT OF TENDER NAME "E-GOVERNANCE CONSULTANCY SERVICES FOR "E-GOVERNANCE CONSULTANCY SERVICES FOR "BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF "AUTOMATION OF STAMPS & REGISTRATION, 21 DISTRICTS EXTENSION TO ALL DISTRICTS IN SINDH"

S#	MEMBERS OF CONSULTANT SELECTION COMMITTEE	M/S. NADRA	M/S. SAPPHERE TECHNOLOGIES PVT. LTD.
1	Mr. Zulfiqar Ali Shah, Chairman CSC	920	775
2	Mr. Zulfiqar Ali Nizamani, Member/Secretary CSC	915	770
3	Mr. Athar Hussain Baloch, Deputy Director IT, IS&T Department, Govt. of Sindh	870	750
4	Mrs. Farzana Shahani, Chief S&T, P&D Department, Govt. of Sindh	880	755
5	Mr. Moazzam Murree, Deputy Secretary (Dev-II), Finance Department, Govt. of Sindh	910	760
	Total Marks Obtained	4495	3810
	AVERAGE CONSOLIDATED MARKS OBTAINED	899	762


(Athar Hussain Baloch)
 Deputy Director IT
 IS&T Department,
 Govt. of Sindh


(Zulfiqar Ali Nizamani)
 Project Director ASR
 Board of Revenue, Sindh


(Moazzam Murree)
 Deputy Secretary (Dev-II), Finance Department
 Government of Sindh


(Farzana Shahani)
 Chief Science & Technology,
 P&D Department, Government of Sindh


(Zulfiqar Ali Shah)
 Member R&S
 Board of Revenue, Sindh/Chairman



PROJECT MANAGEMENT UNIT
BOARD OF REVENUE SINDH

SUBJECT: MINUTES OF THE MEETING OF CONSULTANT SELECTION COMMITTEE HELD ON 06-07-2015 FOR "E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS OF SINDH PROVINCE"

A meeting of Consultant Selection Committee was held in the Committee Room of PMU under the Chairmanship of Member R&S at 11:30 AM on 06-07-2015 for procurement of the subject Consultancy Services under SPP Rules 2010. List of participants is attached at **Annexure-"A"**

Following agenda items were discussed in detail and decisions thereupon were taken as under:

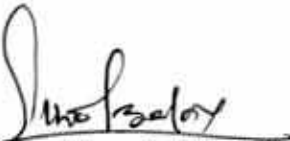
AGENDA ITEM NO. 02: OPENING OF TECHNICAL PROPOSALS

The NIT was published in leading newspapers on 6th June 2015 vide INF KRY No. 2231/15 through which bids were invited under Quality and Cost Based Method of SPP Rules 2010. The last date for submission of bids was specified as 6th July 2015 till 11:00 AM and bidding document and NIT was published on the website of SPPRA & Procuring Agency on 9th June 2015. Upto the submission time, only two firms purchased the bidding documents and submitted their bids in the prescribed format upto the closing date & time. The technical proposals were placed before the Consultant Selection Committee for opening today in presence of bidders.

Decision: The Committee opened the technical proposals of the participating bidders namely (1) M/s. NADRA and (2) M/s. Sapphire Consulting Services in presence of bidders and assigned detailed evaluation of the same to the technical sub-committee of PMU to facilitate the CSC in individual assessment of the technical proposals.

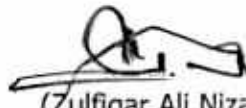
The Committee further decided to conduct presentations by the bidders for assessing their proposed methodology and understanding of the assignment on the technical proposals at 11:00 AM on 15th July 2015 to be followed by finalization of technical evaluation of proposals and opening of financial bids of qualified bidders. Representatives of bidding firms present in the meeting were also informed accordingly.

Meeting ended with a vote of thanks to and from the chair.


(Athar Hussain Baloch)
Deputy Director IT,
IS&T Department,
Govt. of Sindh/Member


(Moazzam Murree)
Deputy Secretary Dev-II
Finance Deptt.
Govt. of Sindh/Member


(Farzana Shahani)
Chief (S&T),
P&D Department,
Government of Sindh /Member


(Zulfiqar Ali Nizamani)
Project Director - ASR,
Reforms Wing & Special Cell,
Board of Revenue, Sindh/Member


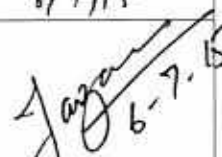
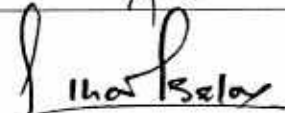


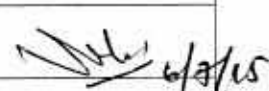

(Zulfiqar Ali Shah)
Member (R&S)
Board of Revenue, Sindh/
Chairman Procurement Committee

LIST OF PARTICIPANTS

MEETING OF CONSULTANT SELECTION COMMITTEE
FOR OPENING OF TECHNICAL PROPOSALS IN RESPECT OF TENDER PUBLISHED
IN THE DAILY NEWSPAPERS VIDE INF KRY NO. 2231/15 NAMELY *6/7 June, 2015*

**"E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING
STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF
STAMPS & REGISTRATION IN ALL DISTRICTS OF SINDH PROVINCE"**

HELD ON 06-07-2015 @ 11:30 am

<u>S.No.</u>	<u>Name</u>	<u>Designation</u>	<u>Signature</u>
PROCUREMENT COMMITTEE			
1	Zulfiqar Ali Shah	Member R&S	<u>In-Chair</u>
2	Zulfiqar Ali Nizamani	Project Director ASR, BOR	 6/7/15
3	Farzana SHahani	Chief S&T, P&D Department, Govt. of Sindh	 6-7-15
4	Athar Hussain Baloch	Deputy Director IT, IS&T Department, Govt. of Sindh	 Athar Baloch
5	Ejaz Ahmed Memon	Section Officer Dev-VI, Finance Department, Govt. of Sindh	 -6/7-
PARTICIPATING FIRMS			
<u>S.No.</u>	<u>Name of Person</u>	<u>Name of Company</u>	<u>Signature</u>
1	Adnan Ahmad	NADRA	 6/7
2	VALI BAWANY.	SAPPHIRE CONSULTING SERVICES.	 6/7/15
3			
4			
5			
6			



PROJECT MANAGEMENT UNIT
BOARD OF REVENUE SINDH
Dated: 10-09-2015

To,

M/s. NADRA,
Islamabad


SUBJECT: LETTER OF AWARD

This is to notify that your bid dated 06-08-2015 for the tender namely “E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS OF SINDH PROVINCE” at the bid amount Rs. 138,606,465/- (Rupees One Hundred and Thirty Eight Million, Six Hundred and Six Thousand, Four Hundred and Sixty Five Only) as per BOQ items specified in the RFP/bid document, list of which is given below, is hereby awarded to your firm.

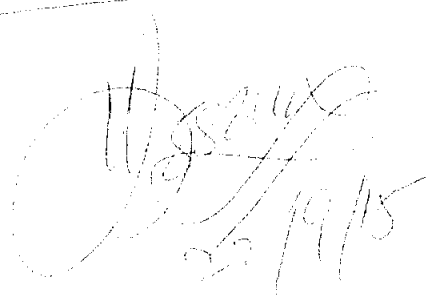
S. No.	Description of Assignment	Unit	Cost (in PKR inclusive of taxes)
1	Study Report on Existing System	1 job	5,525,000
2	Analysis Report on at least three world best success models of automation of Registration and Stamp	1 job	14,750,000
3	System Design Proposals	1 job	5,760,000
4	Report on System Architecture for automation of Stamps & Registration (after finalization of System Design)	1 job	11,250,000
5	Development of RFP for Development of Software	1 job	8,752,000
6	Development of TNA Report	1 job	4,500,000
7	Development of Testing Approach & Plan	1 job	6,500,000
8	Report on vetting of ICT Design (Hardware & Network requirement)	1 job	10,000,000
9	Monitoring & Submission of Appraisal Reports		
	9.1 Appraisal Report on Software development	1 job	7,800,000
	9.2 Appraisal Report on UAT	1 job	7,000,000
	9.3 Appraisal Report on verification of Q.A parameters	1 job	6,100,000
	9.4 Implementation of Central System	1 job	3,000,000
	9.5 Deployment at Sub-Registrar & Stamp Offices	1 job	5,050,000
10	Training Cost (Training to 45 Resources of BOR SINDH)		6,600,000
11	Overheads		9,598,700
	Sub-Total I		112,185,700

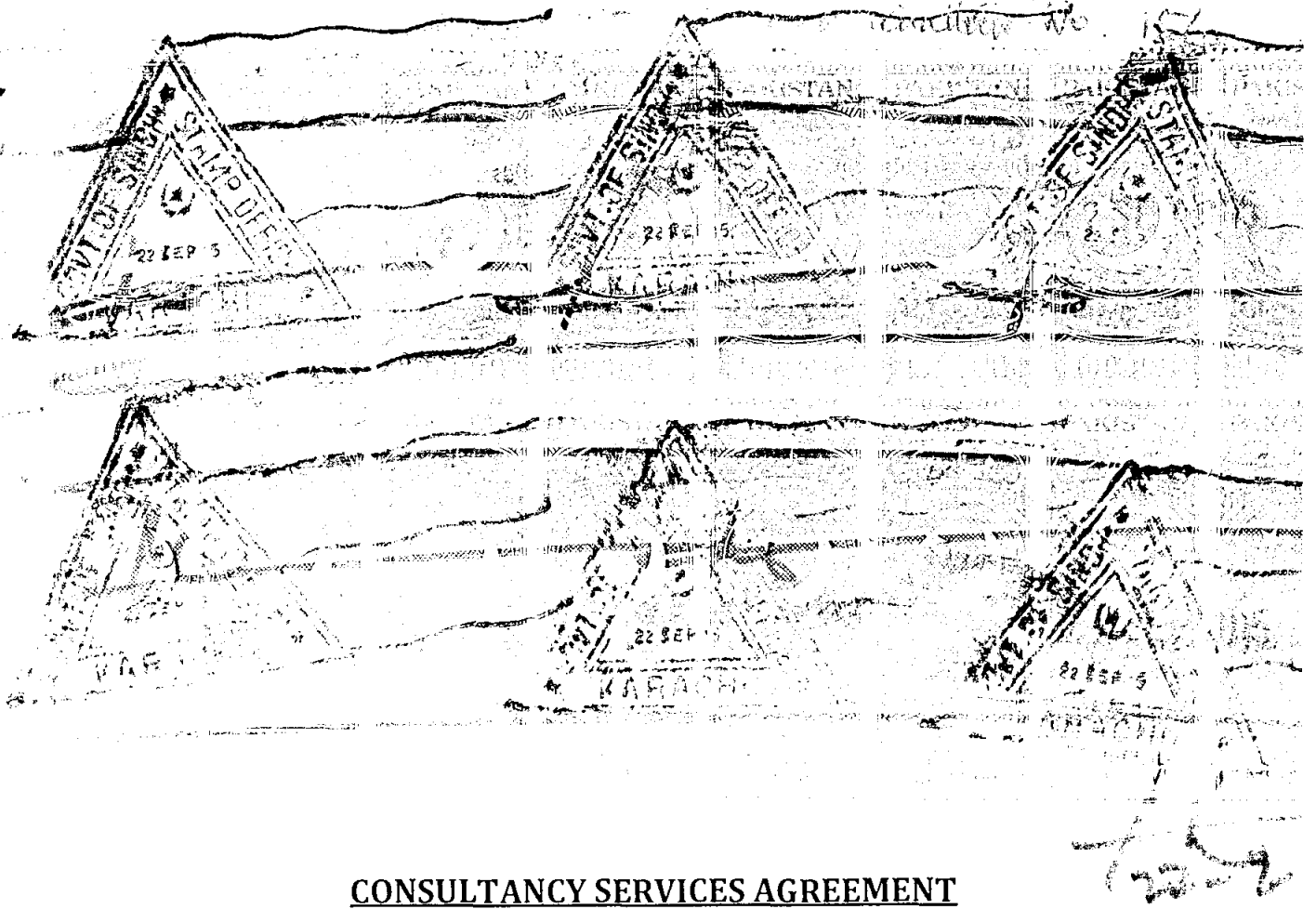
S. No.	Description of Assignment	Unit	Cost (in PKR inclusive of taxes)
12	Contingency Reserves @ 3%		3,365,571
13	Management Reserves @ 5%		5,609,285
	Sub Total II		121,160,556
14	PST@14%		16,962,478
	Sub total III		138,123,034
15	Stamp Duty @0.35%		483,431
	Total Cost		138,606,465

You are accordingly requested to carry out the assignment as per agreed terms of contract.


Project Director (ASR)
Board of Revenue, Sindh

Received


23/11/15



CONSULTANCY SERVICES AGREEMENT

This Agreement for the Consultancy Services ("this Agreement") is made at Karachi on this 22nd day of September 2015

By & Between

Governor of Sindh, through Project Director, Automation of Stamps & Registration, Board of Revenue Sindh, duly authorized by the Member R&S, Board of Revenue, Sindh, to enter into this Agreement having office at Bangalow No.C-73, Block 2, Kehkashan Clifton, Karachi (hereinafter referred to as the "**BOR Sindh**" or "**the Client**" which expression shall, where the context so permits, include his successor-in-interest and permitted assigns) of the **One Part**;

And

National Database and Registration Authority (NADRA), a statutory body corporate established under section 3 of the National Database and Registration Authority Ordinance, 2000 (VIII of 2000) having its headquarter at the State Bank of Pakistan Building, Shahr-ah-e-Jamhuriat, G-5/2, Islamabad, (hereinafter referred to as the "**Consultant**" which expression shall, where the context so permits, include his successor-in-interest and permitted assigns) of the **Other Part**.

WHEREAS the BOR SINDH conducted national competitive bidding process in accordance with the Sindh Public Procurement Rules, 2010 for the procurement of e-Governance Consultancy Services for Business Process Re-Engineering Study and Implementation Support for the Project of Automation of Stamps & Registration in all Districts of Sindh ("**the Project**") and The Consultant is declared successful through the QCBS Selection Method at a total cost of **Rs. 138,606,465/-** (Rupees One Hundred and Thirty Eight Million, Six Hundred and Six Thousand, Four Hundred and Sixty Five Only);

AND WHEREAS the Consultant has qualified through the above said bidding process and has agreed to such engagement to provide the required services in accordance with terms and conditions contained herein.

NOW THEREFORE, in consideration of mutual covenants and agreements, the Parties hereto agree to the following terms and conditions:

Article 1: SCOPE OF SERVICES

1.1 The Consultant shall perform all services, obligations, duties and responsibilities in accordance with this Agreement. The areas of services to be performed by the Consultant are outlined below:

1.1.1 Business Process Re-Engineering

- In respect of the Project, the Consultant shall carry out analysis and redesign of workflows within and between enterprises in order to optimize end-to-end processes and automate its business processes to enable BOR SINDH to improve its operational performance, monitoring and evaluation capability, and to achieve responsive, effective, and accountable governance.
- The consultant has offered its team mentioned at **Annexure-I** which would be based in Karachi for effective liaison with Board of Revenue Sindh. The consultant will study in detail the 'as-is' model of Stamps & Registration covering all aspects of the system.
- A System study of such models shall be carried in 03 countries out of Ireland, Australia, Hong Kong and USA. Locations may be changed with the consent of the Client. The details of this study are as under:
 - A total team of 08 members of which 05 Resources from BOR SINDH & 03 Resources from THE CONSULTANT. Expenses of this study visit shall be borne by the Consultant
 - The Consultant shall arrange for travel arrangements like visa, ticketing, boarding, lodging, etc.
 - In light of the above studies carried out for the Project, the consultant will submit three 'to-be' models covering all aspects for the sustainability of the project with re-engineered processes to Project Director (ASR).
 - Assessment of the 'to-be' proposed models would be vetted by the Legal Consultant being hired by the BOR Sindh and Consultant would undertake a review of the observations raised by the Legal Consultant and make necessary changes before submission of the final report for its approval.

After finalizing the re-engineered to-be model, the Consultant shall design architecture and monitor the development and implementation of the proposed system. The scope of BPR shall cover all aspects of the system.

1.1.2 Software Design and Technology

The Consultant shall design the system based on the guidelines as are described under this section.

- **System Architecture**

The Consultant after carrying out system study shall design the system architecture. The Consultant shall offer in the study suggestions and recommendations for the better performance, high availability, security, scalability, manageability and data integrity in the system.

- **Audit Trails and Time Series data**

The system proposed by the Consultant shall have an audit trail feature which will inform when and who has created or modified the data. The system shall also be capable to capture and preserve time series data so that certain information is not lost with passage of time and repeated updating.

Platform and Technology

- a. The system shall be developed in n-tier architecture, Service Oriented Architecture (SOA) enabled.
- b. The application should be web-enabled developed in a centralized architecture. The application should have features to work in close / intranet environment with appropriate built-in facility to replicate and store data at centralized database and should have capability to be accessed through internet in secure way.
- c. The necessary inputs and the possible outputs that could be generated from the system should strictly conform to international Standards.
- d. The reporting will have to be done graphically as well as in text/tabular form. The report generation in the proposed system would have two categories, the standard reports and ad hoc reports. The standard reports will be designed and uploaded during the implementation and for ad hoc reports; the system will have a customized Query Builder feature.

In case the Consultant chooses to propose any third-party tool(s) for the solution for tuning performance, adding security features, or rapid application development, or any specific add-in software package required for analysis and processing data, full justifications and cost must be provided in the proposal.

Security Features

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

The software should provide highest degree of security in the architecture. The Consultant must suggest a suitable security components required in software. In case of any failure, The Consultant shall be liable for penalty. The following are some of the security issues, but not limited to, which must be addressed in the proposal.

- High level of robustness and integrity of critical IT infrastructure and systems.
- IT controls to protect customer information from unauthorized access or disclosure.
- Technology risk management;
- Data center protection and controls and combating cyber threats (we can only provide consultancy on selection of appropriate tools).
- The system would ensure that the users follow login procedures.
- All the servers should be physically located at some place where the access will be limited only to a few concerned people/system administrators.
- The access to the database should be based on the role of the user in the organization.
- A proper audit (trail) must be built within the proposed system.
- Overall the Application must conform to the security features of international standards.

Minimum Security Parameter

Minimum Security Parameter are listed hereunder. The same could be enhanced as per requirement with the approval of BOR Sindh:

- Injection
- Cross Site Scripting (XSS)

- Failure to Restrict URL Access
 - Insufficient Transport Layer Protection
 - Insecure Direct Object References
 - Cross Site request Forgery
 - Invalidated Redirects and Forwards
 - Broken Authentication and Session Management
 - Security Misconfiguration
 - Insecure Cryptographic Storage
- Security goals. Understand what you are securing and make sure that you can describe it.
 - Security risks. Understand your application's vulnerabilities. You must also understand the significance of potential threats as they relate to your business.
 - Authentication. This is the process of accepting credentials from a user and validating those credentials against a designated authority. The user's (or potentially an application's or computer's) identity is referred to as a security principal. The client must provide credentials to allow the server to verify the identity of the principal. After the identity is known, the application can authorize the principal to access resources on the system. Various criteria, which help you choose the appropriate authentication mechanism, are presented in the next section of this document.
 - Authorization. This is the process of determining whether the proven identity is allowed to access a specific resource.
 - Securing data transmission. By encrypting your data as it crosses the network, you can ensure that it cannot be viewed or tampered with while in transit. You must consider the degree to which your data needs to be secured while in transit.
 - Impersonation. This mechanism allows a server process to run using the security credentials of the client. When the server is impersonating the client, any operations performed by the server are performed using the client's credentials. Impersonation does not allow the server to access remote resources on behalf of the client. This requires delegation.
 - Delegation. Like impersonation, delegation allows a server process to run using the security credentials of the client. However, delegation is more powerful and allows the server process to make calls to other computers while acting as the client.
 - Operating system security. This refers to the establishment of appropriate Access Control Lists (ACLs), and network security to prevent intruders from accessing secured resources. You must set the appropriate ACLs on the appropriate resources to allow access by only the relevant principals.
 - Securing physical access. This refers to locating your server computer in a secure room. You should not overlook this fundamental issue.
 - Code access security. This allows code to be trusted to varying degrees depending upon where it has come from and from other aspects of the code's identity. You should be aware of how to create your own access permissions.

1.1.3 Scope exclusion

The Consultant's scope is limited to providing assistance to BOR SINDH in identification and drafting the procedural and statutory changes. The actual process of changes to procedural/ statutory provision is outside the scope of work for this assignment.

1.1.4 Project Location

The Consultant shall set up a project office at Karachi with the required number and level of resources as indicated at Annexure-I. It is also required that the consultant appoint a Project Leader with sufficient

the team on-site and provide overall guidance to the team and consultancy to the Board of Revenue Sindh. Any change in the resource personnel team shall be with the approval of BOR SINDH.

1.1.5 Proposed System Functional Requirements

The Consultant shall define the Functional Requirements for the following:

- a. System Study and Business Process Re-engineering.
- b. Automation of Registration and Stamps offices of Board of Revenue in the Province of Sindh.
- c. Automation of the process of Stamps through the generation of e-Stamps and credit of its payment through secure method.
- d. Automation of the process of Registration of Deeds and Documents by online verification of titles and Biometric verification of parties to the contract.
- e. Linking up of all automated offices with Central Database, Karachi and mirrored Data Centre at Hyderabad.
- f. Establishment of secure interoffice network so that data transfer is fast and accurate.
- g. Record keeping of Property documents & records/commencement of scanning and indexing process for document placed for registration at Sub-Registrar office supersession of microfilming by adapting new technological of scanning instead of using old Microfilming technology.
- h. Conversion of entire microfilmed data to digital and ensuring its accessibility throughout the Province by storing it in the Data Center & providing its access through a robust network.
- i. Addition of Data Extraction and MIS capability based on the data record at central computers in Karachi and Hyderabad so that management queries and data analysis can be performed.
- j. Linkage creation between computerized Land Records (LARMIS), GIS, Stamps and Registration functions to create an integrated and efficient Database. This may also include creation of linkages with other entities like TDS CONSULTANT and our principal financial institute (if required).
- k. Creation of interactive/multipurpose web-portals for tracking payments and information retrieval.

1.1.6 Project Team and Board

The consultant will deploy its following dedicated project team members as per Annexure-I which shall be based in Karachi:

- | | |
|--|---|
| a. Project Management Professional: | 2 |
| b. Data Centre Infrastructure Specialist: | 2 |
| c. Software Engineers: | 4 |
| d. Database Administrator: | 3 |
| e. Network Administrator: | 3 |
| f. System Administrator: | 3 |
| g. Domain Experts for Stamps & Registration: | 3 |

The Consultant may replace the nominated resources with the approval of the Client. The incumbent resources, however, should fulfill the requirements as set by the Client in terms of qualification and experience.

Board of Revenue Sindh and Consultant shall nominate a Project Board as follows:

- Two representatives of NADRA
- Two representatives of BOR Sindh
- Lead role belongs to BOR Sindh

1.1.7 Deliverables

The deliverables required under this Agreement are specified below:

Phase I: Assessment & Planning

- a. Study of the present structure, processes and services covering all aspects of Stamps & Registration.
- b. Study of the existing back-end processes in the Department [at Stamps Offices, Sub-Registrar Offices and Custom Offices, treasuries & etc.]
- c. Study tour for analysis of three world best success models of automation of Registration and Stamps as mentioned under Article 1.1.1.
- d. Identify the key Processes for Business Process Reengineering (BPR) and E-Enablement after a study of successful implementation of such a system in a developed country by a combined team of Bidder and BOR SINDH.
- e. The Consultant shall thus assist BOR Sindh in formulating RFP document for the development of envisaged Customized Software Application of e-Stamps and Registration.

Phase II: Design

- a. Design of the re-engineered processes (for the prioritized services/ functions) to make effective use of IT for improving efficiency of the system.
- b. Identify the needs and requirement of the interfacing with other institutions.
- c. Identify the MIS requirements of the system and design the same.
- d. Identify workflows and prepare Functional & System Requirement for e-Enablement of Reengineered Business Processes of automation of stamps and registration.
- e. Assist the BOR Sindh in identification of regulatory/statutory changes and help the Directorate in drafting the changes.
- f. To prepare a Functional & System Requirement Specification (FSRS) report – based on existing requirements of the Department and involved functionaries, the functional and system requirements, the “To-Be” Process flows for e-enabling the services identified in the first phase.
- g. Oversee and Monitor the Development of Solution based on the Functional & System Requirement Specifications (FSRS) and design. To suggest Database and Application security and controls.
- h. Preparation of RFP to select Software Development Consultant.

Phase III: Monitoring of the Development

- a. Preparation of the Solution Architecture Report.
- b. Monitoring of the Development of dynamic Portal for Web based monitoring of performance of offices.

- c. Preparation of the Functional & System Specification Requirements (FSRS) document for the Re-engineered Business Processes of the System.
- d. Conduct Training Need Assessment (TNA) for the Change in Business Processes
- e. Prepare a Change Management and Communication Strategies.
- f. Suggest hardware requirements jointly with the Development team which will be procured directly by the tendering authority through appropriate means and assist the tenderer in finalizing the following:
 - i. Hardware / software (system / license Software) / networking requirements (including Bill of Quantities (BoQ) and specification of Hardware etc)
 - ii. Information security requirements
 - iii. Suggest secure and reliable network feature

Phase IV: Monitoring of Application Software Testing, Quality Assurance, SIT and UAT

- a. Overseeing Quality Assurance with respect to proposed design.
- b. To approve the testing approach and plan.
- c. Assist the BOR SINDH in User Acceptance Testing.

Phase V: Monitoring & Evaluation

Monitoring & Evaluation of Development, Testing, Implementation and Maintenance of the software application and database as per the Functional & System Requirement Specification of the Reengineered processes as per the following:

- a. Overseeing Installation and Configuration of the application.
- b. Overseeing Installation/integration of Operating System, Database, Application Server etc.
- c. To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity, back up measures and disaster recovery.
- d. The Consultant is expected to overall monitor all changes in business requirement in the application during the term of the project if any such changes arise. The Consultant is expected to capture all the business requirements at the time of SRS study and evaluate functional & technical specifications.
- e. Monitoring and Overseeing Implementation and roll out of the solution at all the implementation locations.

Phase VI: Training

Training Plan

The Consultant shall submit a training plan that shall ensure adequate transfer of knowledge and skills required for correctly operating the project independently from the Consultant. The Consultant shall provide a proposal that shall have the training designed into three major stages:

Pre-installation Training – This shall cater for the Board of Revenue Sindh Technical staff i.e. System administration & specialized equipment

Installation Training – This shall also address the Board of Revenue Sindh Technic staff i.e. System administration & specialized equipment

Post-Installation Training – This shall address the Board of Revenue Sindh Management, Technical staff, general users and system operators

Training Delivery

The training on the system will be provided as follows:

- a. Participants must at the end of the course be able to train other users in the standard use of the system.
- b. The training should be planned so that there is minimum disruption of work.
- c. Training should be comprehensive.
- d. Training should be scheduled with the availability of equipment to allow staff put their newly acquired skills into practice.

The following information should also be provided by The Consultant:

- a. Cost of training
- b. Number of training sessions required
- c. Duration of each training session
- d. Target participants and pre-requisite qualifications

Phase VII: Post deployment Support

The Consultant is required to depute adequate personnel to oversee the post deployment support for a period of one year. These resources shall be stationed support staff in Karachi. These will include but not limited to the following :

- (a) One (01) Database Administrator
- (b) One (01) System Administrator
- (c) One (01) Network Administrator

1.1.8 Project Progress Report

The following status/progress reports shall be submitted by the Consultant:

S.No.	Description of Report	Time of Submission
1	Monthly Report	Upto 5 th of each month
2	Mid Term Report	After completion of half term of contract
3	Final Report	After completion of contract deliverables.

Article 2: IMPLEMENTATION SCHEDULE

2.1 Project Activity Milestones

S. No.	Milestone	Timeline
1	Existing System Study Report	30 days after signing of contract
2	Analysis Report on at least three world best success models of automation of Registration and Stamps	60 days after signing of contract
3	System Design Proposals	15 days after Milestone no. 2
4	Submission of Report on System Architecture for automation of Stamps & Registration (after finalization of System Design)	15 days after inputs from Project Team (ASR)

S. No.	Milestone	Timeline	
5	Preparation of RFP for Development of Software	15 days after Milestone no. 4	
6	TNA Report	15 days after submission of Project Plan from Software Development Consultant	
7	Testing Approach & Plan	15 days after submission of Project Plan from Software Development Consultant	
8	Vetting of ICT Design (Hardware & Network requirement)	15 days after submission of ICT Design from Software Development Consultant	
9	Monitoring & Submission of Appraisal Reports		
	9.1	Monitoring of Software Development	As per specified timelines of development
		Submission of Appraisal Report on Software development	
	9.2	Final SIT & UAT	As per specified timelines of development
		Submission of Appraisal Report on SIT & UAT	
	9.3	Quality Assurance	As per specified timelines of development
		Submission of Appraisal Report on verification of Q.A parameters (certification by BPR consultant)	
	9.4	Implementation of Central System	As per specified timelines of development
	9.5	Deployment at Sub-Registrar & Stamp Offices	As per specified timelines of development

2.2 Price Schedule

The following price schedule has been quoted and accepted between the Consultant and BOR SINDH:

S. No.	Description of Assignment	Unit	Cost (in PKR inclusive of taxes)	
1	Study Report on Existing System	1 job	5,525,000	
2	Analysis Report on at least three world best success models of automation of Registration and Stamps	1 job	14,750,000	
3	System Design Proposals	1 job	5,760,000	
4	Report on System Architecture for automation of Stamps & Registration (after finalization of System Design)	1 job	11,250,000	
5	Development of RFP for Development of Software	1 job	8,752,000	
6	Development of TNA Report	1 job	4,500,000	
7	Development of Testing Approach & Plan	1 job	6,500,000	
8	Report on vetting of ICT Design (Hardware & Network requirement)	1 job	10,000,000	
9	Monitoring & Submission of Appraisal Reports			
	9.1	Appraisal Report on Software	1 job	7,800,000

S. No.	Description of Assignment	Unit	Cost (in PKR inclusive tax)
	9.2 Appraisal Report on UAT	1 job	7,000,000
	9.3 Appraisal Report on verification of Q.A parameters	1 job	6,100,000
	9.4 Implementation of Central System	1 job	3,000,000
	9.5 Deployment at Sub-Registrar & Stamp Offices	1 job	5,050,000
10	Training Cost (Training to 45 Resources of BOR SINDH)		6,600,000
11	Overheads		9,598,700
	Sub-Total I		112,185,700
12	Contingency Reserves @ 3%		3,365,500
13	Management Reserves @ 5%		5,609,200
	Sub Total II		121,160,500
14	PST@14%		16,962,400
	Sub total III		138,123,000
15	Stamp Duty @0.35%		483,400
	Total Cost		138,606,400

*Note: Overheads include expenditures that shall be incurred in execution of the Project by NADRA Project Office. This includes office expenses, travelling, lodging, seminars, trainings, media coverage, meeting expenses, workshops, etc.
Variations/Price Escalation in any activities mentioned under Article 3 shall be borne through the Reserves mentioned under Sr. No. 12 & 13. It also includes any expenses that are not covered in the above Price Schedule Articles.

Article 3: PAYMENT TERMS

3.1 (a) The payment will be made as per the following schedule already prescribed in the bidding document/RFP:

Payment Schedule		
S. No.	Milestone	Payment Schedule
1	Submission of Existing System Study Report	100% on successful completion of the task
2	Submission of Analysis Report on at least three world best success models of automation of Registration and Stamps	100% on successful completion of the task
3	Submission of System Design Proposals	100% on successful completion of the task
4	Submission of Report on System Architecture for automation of Stamps & Registration (after finalization of System Design)	100% on successful completion of the task
5	Submission of RFP for Development of Software	100% on successful completion of the task
6	Submission of TNA Report	100% on successful completion of the task
7	Submission of Testing Approach & Plan	100% on successful completion of the task
8	Submission of Report on vetting of ICT Design (Hardware & Network requirement)	100% on successful completion of the task
9	Monitoring & Submission of Appraisal Reports	
	9.1 Submission of Appraisal Report on Software development	100% on successful completion of the task
	9.2 Submission of Appraisal Report on SIT & UAT	100% on successful completion of the task
	9.3 Submission of Appraisal Report on verification of Q.A parameters	100% on successful completion of the task
	9.4 Implementation of Central System	100% on successful completion of the task

S. No.	Milestone	Payment Schedule
9.5	Deployment at Sub-Registrar & Stamp Offices	100% on successful completion of the task

- (b) All payment will be made after verification of the work done by the Inspection Committee.
- (c) The payments shall be processed upon presentation of the following documents by the Bidder/Consultant:
- (i) Commercial invoice issued by the Consultant
 - (ii) Verification of actual work done as per certification of compliance of standards and validation by the Inspection Committee
- (d) Payments shall be made promptly by BOR SINDH within thirty (30) days of submission of an invoice/claim by the Consultant supported with necessary documents subject to release of funds from Finance Department.
- (e) All payment will be made in Pakistan Rupees.
- (f) The Consultant's request's for payment shall be made to BOR SINDH in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, duly verified by the BOR SINDH or his designated representative(s) and fulfilment of other obligations stipulated in this Agreement. BOR Sindh shall pay the invoice after fulfilment of prescribed obligations and verifications.
- (g) The total amount to be paid to the 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 this Agreement.

Article 4: OWNERSHIP

The ownership of all products and intellectual property created under this Agreement shall lie with BOR Sindh.

Article 5: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan and the courts in Pakistan shall have exclusive jurisdiction over the matters arising out of this Agreement.

Article 6: CONSULTANT'S NEGLIGENCE

The Consultant shall indemnify BOR SINDH 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, any sub-Consultant before whole of the project has been finally accepted.

Article 7: DELAYS IN PERFORMANCE

7.1 Implementation of the assignments shall be made by the Consultant as per implementation schedule given above in Article 2 of the Contract.

7.2 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 BOR SINDH 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, BOR SINDH 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 by amendment of this Agreement.

Article 8: CONSULTANT'S DEFAULT

8.1 If the Consultant neglects to perform this Agreement with due diligence and expedition or refuses/or neglects to comply with any reasonable orders given to him in writing by BOR SINDH or any of his authorized representative in connection with the performance of this Agreement or contravenes the provision of this Agreement, BOR SINDH may give notice in writing to the Consultant to make good the failure, neglect or contravention complained of.

8.2 Should the Consultant fail to comply with the said notice, within a reasonable time from the date of service thereof, it shall be lawful for BOR SINDH by notice in writing to the Consultant.

8.3 If the Consultant fails to complete any of his obligations within the time granted by BOR SINDH under "FORCE MAJEURE" and BOR SINDH shall have suffered any loss from such failure, BOR SINDH may be entitled to deduct from 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 5% of the value of this Agreement.

Article 9: TERMINATION OF THIS AGREEMENT

9.1 Termination of this Agreement for Default

9.1.1 BOR SINDH may, without prejudice to any other remedy for breach of this Agreement, by written notice of default sent to the Consultant terminate this Agreement in whole or in part;

9.1.2 If the Consultant fails to deliver any or all of the assignments and services within the time period's specified in the schedule to this Agreement or any extension thereof granted by BOR SINDH;

9.1.3 If the Consultant fails to perform any other obligation under this Agreement;
or

9.1.4 If the Consultant, in either of the above circumstances, does not cure its failure within a period of 60 days (or such long period as BOR SINDH may authorize in writing) after receipt of the default notice from BOR SINDH.

9.1.5 In the event BOR SINDH terminates this Agreement in whole or in part, BOR SINDH may procure, upon such terms and in such manner as it deems appropriate, assignments and services similar to those un-delivered, and the Consultant shall be liable to BOR SINDH for any excess costs for such similar goods and services. However, the Consultant shall continue performance of this Agreement to the extent not terminated.

9.2 Termination for Insolvency

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

Article 10: LIQUIDATED DAMAGES

If Consultant fails to deliver any or all of the goods or perform the services within the time period (s) specified in this Agreement, BOR SINDH shall without prejudice to its other remedies under this Agreement, shall have the right to claim liquidated damages and Consultant shall pay to BOR SINDH as liquidated damages with respect to those delayed assignments an amount equal to 0.5% of the value of the service delayed for each week of delay or part thereof until actual delivery or performance up to a maximum deduction of 5% of this Agreement price. Once the maximum is reached, BOR SINDH may consider Termination of this Agreement keeping in view the legal rights of the Consultant under the Law of Pakistan.

Article 11: AMICABLE SETTLEMENT

- 11.1 BOR SINDH 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 this Agreement.
- 11.2. The this Agreement will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
- 11.3. Except as otherwise provided in this Agreement, any difference, dispute or question arising out of or with reference to this Agreement 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.
- 11.4. The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended.
- 11.5. The arbitration of the majority of the arbitrators shall be final and binding on both parties.

Article 12: FORCE MAJEURE

- 12.1. 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 this Agreement 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), Government 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 Agreement 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 Agreement 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.
- 12.2. If a Force Majeure situation arises, the Consultant shall promptly notify BOR SINDH

BOR SINDH in writing, the Consultant shall continue to perform its obligation under this Agreement as far as is reasonably practicable, and shall seek a reasonable alternative means for performance not prevented by the Force Majeur event.

Article 13: STAMP DUTY

The Consultant would be responsible for paying the Stamp Duty in the amount of 0.35% of the Total Value of this Agreement at the time of signing it.

Article 14: CONTRACT LANGUAGE

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

Article 15: NOTICES

- 15.1. Any notice given by one party to the other pursuant to this Agreement shall be sent in writing or by fax (copy by email) and confirmed in writing to the address specified for the purpose in the conditions of this Agreement.
- 15.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Article 16: CORRESPONDENCE

The Consultant shall not indulge into correspondence with unconcerned offices and organizations within or outside BOR SINDH prior to the award of this Agreement or later.

Article 17: PATENT RIGHTS

The Consultant Shall indemnify BOR SINDH 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.

Article 18: OFFICIALS NOT TO BENEFIT

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

Article 19: MODIFICATIONS/AMENDMENT TO CONTRACT

This contract may be modified/ amended to include fresh clause(s) to the mutual agreement by the Supplier and the BOR SINDH. Such modification shall form an integral part of this Agreement.

Article 20: STANDARDS

The goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications given in the Tender Document, and when no applicable standards is mentioned, to the authoritative standard appropriate to the good's country or origin and such standards shall be the latest issued by the concerned institution. In case of conflicting specifications appearing in the documents, decision of BOR SINDH will be final and will hold good.

Article 21: CONFIDENTIALITY OF INFORMATION

- 21.1. The Consultant shall not, without BOR SINDH's prior written consent, disclose this Agreement, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of BOR SINDH in connection therewith, to any person other than a person employed by the Consultant in the performance of this Agreement. 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.
- 21.2. The Consultant shall not, without BOR SINDH's prior written consent, make use of any documents or information except for purposes of performing this Agreement.
- 21.3. Any documents other than this Agreement itself, shall remain the property of BOR SINDH and shall be returned (in copies) to BOR SINDH on completion of the Consultant's performance under this Agreement if so required by BOR.

Article 22: QUALITY

The materials and workmanship of the supplies provided under this Agreement must be of the highest quality and free from any defects, which remains the responsibility of vendor/supplier.

Article 23: OBLIGATIONS OF THE CONSULTANT

- 23.1 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 this Agreement 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 BOR SINDH indemnified against all penalties of every kind for breach of any of the same. For the term of this Agreement, as far as reasonably practicable and without liability on its part, BOR SINDH shall provide such information as may be required by the Consultant.

Article 24: ASSIGNMENT

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

Article 25: CHANGE OF ORDER

- 25.1. BOR SINDH may at any time, by a written order given to the Consultant with mutual consent, make changes within the general scope of this Agreement.
- 25.2. All such changes will be in accordance with the SPPRA Rules 2010.
- 25.3 If any such change causes any increase or decrease in the cost of, or the time required for the Consultant's performance of any part of the work under this Agreement, an equitable adjustment shall be made in contract price or delivery schedule, or both, and this Agreement 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 BOR SINDH's changed order.

Article 26: CONTRACT AMENDMENTS

Any variation in or modification of the terms of this Agreement shall not be made


Article 27: EXECUTION OF CONTRACT

Execution of this Agreement shall be made by the Consultant in accordance with the terms specified by BOR SINDH in its schedule of requirements and the conditions of Contract, and the goods/material shall remain at the risk of the Consultant until the job/services completed.

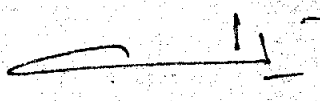
IN WITNESS WHEREOF the parties hereto have put their respective signatures hereunder on the day, month and year first abovementioned.

For and on behalf of
M/s BOARD OF REVENUE SINDH

For and on behalf of
M/s NADRA


Zulfiqar Ali Nizamani
Project Director,
Automation of Stamps & Registration,
Board of Revenue, Sindh

Project Director,
Automation of Stamps & Registration,
Board of Revenue Sindh


Mohammad Javed
Director General Commercial
NADRA

Witnesses No.01:

Witnesses No.01:


Name: Muhammad Faraz Ahmad


Name: Hassan Javed Ashraf

Address: Nazimabad, Karachi

Address: NTL, NADRA RHO Islamabad,
Maue Area, G-10/4, Islamabad

N.I.C. No. 4201-5151158-3

N.I.C. No. 37401-1494386-9

Witnesses No. 02:

Witnesses No. 02:


Name: Habibullah Shaikh

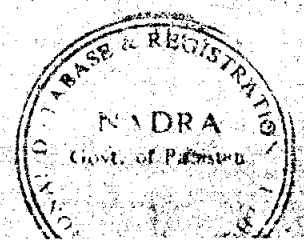

Name: Farrukh Jamal

Address: Gulistan-e-Jauhar, Karachi

Address: NTL, NADRA RHO Islamabad,
Maue Area, G-10/4, Islamabad

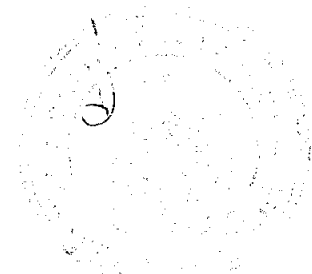
N.I.C. No. 43203-1359326-1

N.I.C. No. 31303-2420090-5



PROPOSED PROJECT TEAM

S. No.	Name	Project Position
1.	Usman Javaid	Domain Expert
2.	Sheharyar Ajmal Khan	Domain Expert
3.	Muhammad Abid	Domain Expert
4.	Ali Javed	Project Manager
5.	Hassan J. Ashraf	Dy. Project Manager – I
6.	Naeem Iqbal	Dy. Project Manager – II
7.	Aftab Ahmad	Database Administrator
8.	Muhammad Ali Sarwar	Network Administrator
9.	Musaddique Abbasi	Network Administrator
10.	Farooq Ahmed	Network Administrator
11.	Ghulam Mustafa	Network Administrator
12.	Asif Wazir	Database Administrator
13.	Adeel Ahmed Malik	Database Administrator
14.	Ahmed Zeeshan Bin Khalid	Software Engineer
15.	Khair Muhammad Soomro	Software Engineer
16.	Muhammad Usama Munir	Software Engineer
17.	Usman Javed	Software Engineer
18.	Rehman Gul	Data Center Infrastructure Specialist
19.	Zeeshan Latif	Data Center Infrastructure Specialist



CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT Project Management Unit, ASR, Board of Revenue, Sindh
- 2) PROVINCIAL/ LOCAL GOVT. / OTHER Provincial Government
- 3) TITLE OF CONTRACT "E-Governance Consultancy Services for Business Process Re-Engineering Study and Implementation Support for the Project of Automation of Stamps & Registration, Extension to all Districts of Sindh Province"
- 4) TENDER NUMBER 2231/15
- 5) BRIEF DESCRIPTION OF CONTRACT "E-Governance Consultancy Services for Business Process Re-Engineering Study and Implementation Support for the Project of Automation of Stamps & Registration, Extension to all Districts of Sindh Province"
- 6) FORUM THAT APPROVED THE SCHEME Provincial Development Working Party (PDWP)
- 7) TENDER ESTIMATED VALUE Rs. 150 MILLION
- 8) ENGINEER'S ESTIMATE N/A
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) One (01) Year
- 10) TENDER OPENED ON (DATE & TIME) 06-07-2015 at 11:30 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD Two (02)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Two (02)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Two (02)
- 14) BID EVALUATION REPORT 11th August 2015
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. NADRA Technologies, Islamabad
- 16) CONTRACT AWARD PRICE Rs. 138,606,465/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st
- 18) METHOD OF PROCUREMENT USED :- (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____	<input type="checkbox"/>
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____	<input type="checkbox"/>
c) TWO STAGE BIDDING PROCEDURE _____	<input type="checkbox"/>
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____	<input type="checkbox"/>

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS:
QUALITY AND COST BASED METHOD

17) APPROVING AUTHORITY FOR AWARD OF CONTRACT: GOVERNOR SINDH THROUGH
MEMBER R&S BOARD OF REVENUE SINDH

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input checked="" type="checkbox"/> The advertisement was hoisted on SPPRA website on 10-06-2015 vide SPPRA ID No. 1575220169 at Sr. No. 24558
No	<input type="checkbox"/>

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily Dawn (06-06-2015)
	Daily Jang (06-06-2015)
	Daily Kawish (06-06-2015)

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID (In Case Of Consultancies)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, give details)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	√

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	√.Due to announcement of Govt. holiday on 24 th June 2015, the date was extended.
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons)

Yes	
No	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	√	No	
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes		No	√
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes		No		N/A	√
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of
Authorized Officer

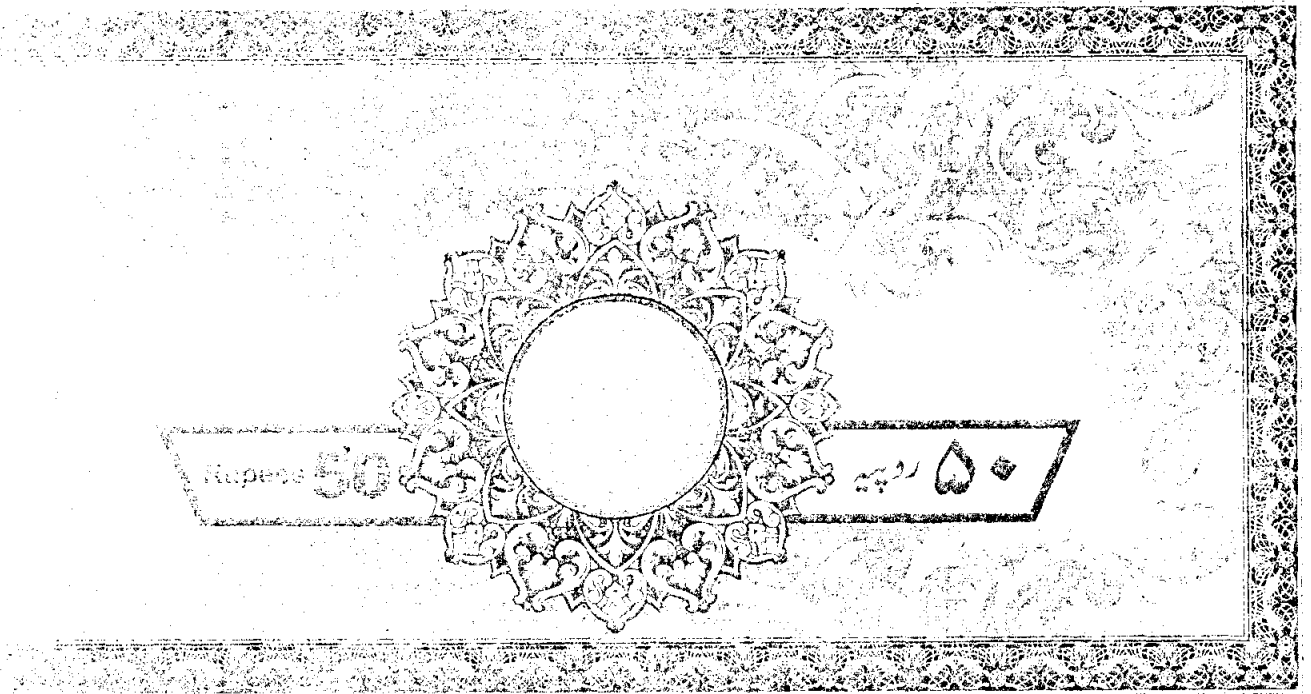


Project Director

FOR OFFICE USE ONLY

Registration of Firms & Contractors
Board of Revenue Sindh

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



INTEGRITY PACT

Dated: 22-09-2015

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: **INF-KRY NO.2231/15 Dated: 06-06-2015**

Contract Value: **Rs. 138,606,465/-**

Contract Title: **"E-GOVERNANCE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING STUDY AND IMPLEMENTATION SUPPORT FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS OF SINDH PROVINCE"**


M/s. NADRA 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 subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s. NADRA** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.


M/s. NADRA certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, **M/s. NADRA** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s. NADRA** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.



PROJECT MANAGEMENT UNIT
Automation of Stamps & Registration,
Board of Revenue, Sindh



M/S. NADRA, ISLAMABAD