

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Excise, Taxation & Narcotics Control Department, Government of Sindh, Karachi
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Production, Printing & Supply of Sec Fetrd MVR Smart Cards
- 4) TENDER NUMBER 3285, 3473, 3646, 3673, 3851, 3938 & 4178/2017 (33885)
- 5) BRIEF DESCRIPTION OF CONTRACT Production, Printing & Supply of Sec Fetrd MVR Smart Cards
- 6) FORUM THAT APPROVED THE SCHEME Chief Minister Sindh
- 7) TENDER ESTIMATED VALUE 706.150 Million
- 8) ENGINEER'S ESTIMATE (For civil works only) -
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) Five Years (13.03.2023)
- 10) TENDER OPENED ON (DATE & TIME) 26.10.2017 at 03:00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 15 (Fifteen)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02 (Two)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02 (Two)
- 14) BID EVALUATION REPORT (Enclose a copy) Copy Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Inbox Business Technologies Ltd, Karachi
- 16) CONTRACT AWARD PRICE i) Smart MVR Cards @697/- ii) Card Reader @36600/- (per unit)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). 1st lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ Yes
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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	33885 dated 07.07.2017
No	

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

Yes	Dawn, Jang & Kawish 5.7, 6.7; 22.7, 23.7; 27.7, 28.7, 29.7; 6.10 & 7.10.2017
No	

22) NATURE OF CONTRACT

Domestic/ 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 checked="" type="checkbox"/>	No	<input 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, result thereof)

Yes	Yes. Received through SPPRA disposed of vide No. MR(61)/118 dated 12.01.2018
No	

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

Yes	
No	No

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

Yes	Yes. Due to issuance of corrigenda and on requests of interested bidders
No	

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


DIRECTOR
Excise Taxation & Narcotic Control Deptt
(ADMN/IMR) Karachi.

FOR OFFICE USE ONLY

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

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**DIRECTORATE OF
EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT (ADMN/MVR) KARACHI.**
Phone No: 99203671 Fax No: 99203672 e-mail ID: detnc.admmvr@gmail.com
Barrack N: 11, 4/A Sindh Secretariat, Court Road, Karachi.

No: DVR/MR(61)/2017/SMART CARDS/379 Karachi, the 7th January, 2018.

“SAY NO TO CORRUPTION”

To,

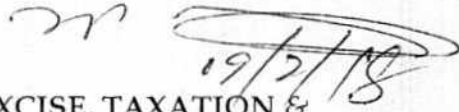
The Assistant Director (Assessment)
Sindh Public Procurement Regulatory Authority,
Karachi.

Subject: NIT REF NO. DVR/MR(61)/2017/SMART CARDS/1463 DATED
06.07.2017 SPPRA # (33885).

Reference: No. AD(ASMT)/SPPRA/33885/ETNCD/2017-18/5083, dated 23.01.2018.


I am directed to refer the subject noted above and it is clarified that the total intimated cost Security Featured Smart MVR Cards and Smart Card reader is Rs. 706150000/-.

It is also added that in addition to already sanctioned budget Rs. 250000000/-, Finance Department, Government of Sindh has further allocated the budget Rs. 45615000/- vide order No. FD(B&E-IX)/1-5/2017-18/1837 dated 08.02.2018 conveyed by Administrative Department vide No. SO(B&A)E,T&NC/3(8)/2015-16(S-C) dated 08.02.2018 making the total allocated budget Rs. 706150000/- (copies enclosed).


EXCISE, TAXATION &
NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI

Copy for information to:

1. The Secretary to Government of Sindh, Excise, Taxation & Narcotics Control Department w.r.to letter No. mentioned above.
2. The Director General, Excise, Taxation & Narcotics Control Sindh, Karachi
3. The P. S. to Minister Excise, Taxation & Narcotics Control Sindh, Karachi.


EXCISE, TAXATION &
NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI


9/2/18


9/2



NO: SO(B&A)ET&NC/3(8)/2015-16 (SC)
GOVERNMENT OF SINDH
EXCISE, TAXATION & NARCOTICS CONTROL
DEPARTMENT

Karachi dated the February, 2018

ORDER

With the approval of the Competent Authority i.e. Chief Minister, Sindh and in pursuance of Finance Department's advice bearing U.O.No: FD (B&E-IX)1-5/2017-18, dated 07th February, 2018, the sanction of Government of Sindh is hereby accorded to the incurrence of expenditure of Rs. 456.150 Million (Rupees Four Hundred Fifty Six Million One Hundred Fifty Thousand Only) on account of Procurement of 1,000 million Security Featured MVR Cards and 250 units of Security Card Readers in place of Motor Vehicle Registration Booklets in addition to already released funds amounting to Rs.250.00 million, during the Current Financial Year 2017-18.

2. The above amount of Rs.456.150 million has been sanctioned in anticipation of budgetary provision and will be met out either by way of re-appropriation of funds or by obtaining Supplementary Grant in due course of time as the case may be and will be debited under the Head of Account "SC21113-Excise & Taxation-KQ0077-Excise & Taxation Office, Motor Registration Wing (B-Field) Karachi-A036-Total Motor Vehicles-A03670 (Provision of Smart MVR Cards)", during the Current Financial Year 2017-18.

3. The Drawing & Disbursing Officer for Excise & Taxation Office, Motor Registration Wing, Karachi is hereby authorized to draw the above amount from the Accountant General Sindh, Karachi and disburse strictly after completion of all codal formalities/rules/policy guidelines issued by Finance Department.



Abdul Haleem Shaikh
(ABDUL HALEEM SHAIKH)
SECRETARY TO GOVERNMENT OF SINDH

Karachi dated the February, 2018

No. FD (B&E-IX)1-5/2017-18,

A copy is forwarded to the Accountant General Sindh, Karachi for information & necessary action.

-1881- 08/02/18

Shafqat Ali Soomro
SECTION OFFICER (B&E-IX)
FINANCE DEPARTMENT
Government of Sindh

NO: SO(B&A)ET&NC/3(8)/2015-16 (SC),

Karachi dated 08 February, 2018

A copy is forwarded for information & necessary action to: -

1. The Director General Excise, Taxation & Narcotics Control Sindh, Karachi.
2. The Director (Admn/MVR) Excise, Taxation & Narcotics Control, Karachi.
3. The Deputy Director (Admn) Motor Registration Wing, Karachi.
4. The Section Officer (B&E-IX) Finance Department.
5. In-charge Emboss Cell, B&E Wing, Finance Department.
6. PS to Minister Excise, Taxation & Narcotics Control Sindh, Karachi.
7. PS to Secretary Excise, Taxation & Narcotics Control Department.
8. Office order file

Waddar
08/02/18
SECTION OFFICER (B&A)
FOR SECRETARY TO GOVERNMENT OF SINDH



NO: SO(B&A)E&T/3(8)/2015-16 (SC)
GOVERNMENT OF SINDH
EXCISE, TAXATION & NARCOTICS CONTROL
DEPARTMENT

Karachi dated the 05th October, 2017 *201/120*

ORDER

With the approval of the Honourable Chief Minister, Sindh and pursuance of Finance Department advice bearing U.O. No: FD (B&E-IX) 1-5/2017-18, dated 29th September, 2017. Sanction of Government of Sindh is hereby accorded to the incurrence of expenditure of Rs. 250.00 Million (Rupees Two Hundred Fifty Million Only) on account of "Introduction of Security Featured Vehicle Registration Smart Card" in Excise, Taxation & Narcotics Control Department, Government of Sindh.

The above amount has been sanctioned in anticipation of budgetary provision and will be met out either by way of re-appropriation of funds or by obtaining Supplementary Grant in due course of time as the case may be and will be debited under the Head of Account "SC21113-Excise & Taxation-KQ0077-Excise & Taxation Office, Motor Registration Wing (B-Field) Karachi-A036-Total Motor Vehicles-A03670 (Provision of Smart MVR Cards)" during the Current Financial Year 2017-18.

The Drawing & Disbursing Officer for office of the Excise & Taxation Officer, Motor Registration Wing, Karachi is hereby authorized to draw the amount from the Accountant General Sindh Karachi strictly after completion of all codal formalities/rules/policy/guidelines issued by Finance Department.

[Signature]
(ABDUL HALEEM SHAIKH)
SECRETARY TO GOVERNMENT OF SINDH
Karachi dated *05/10/2017*
Excise and Taxation Department
Karachi

No: FD (B&E-IX) 1-5/2017-18,

A copy is forwarded to the Accountant General Sindh, Karachi for information & necessary action.

3
SECTION OFFICER (B&E-IX)
FINANCE DEPARTMENT

NO: SO(B&A)E&T/3(8)/2015-16 (SC), *2063* Karachi dated *13/10/17* October, 2017

A copy is forwarded for information & necessary action to: -

1. The Director General Excise, Taxation & Narcotics Control Sindh, Karachi.
2. The Director (Admn/MVR) Excise, Taxation & Narcotics Control, Karachi.
3. The Deputy Director (Admn) Motor Registration Wing, Karachi.
4. The Section Officer (B&E-IX) Finance Department.
5. In-charge Emboss Cell, B&E Wing, Finance Department.
6. PS to Minister Excise, Taxation & Narcotics Control Sindh, Karachi.
7. PS to Secretary Excise, Taxation & Narcotics Control Department.
8. Office order file.

[Signature]
SECTION OFFICER (B&A)
FOR SECRETARY TO GOVERNMENT OF SINDH



5956
19/10/2017



No. AD (ASMT)/SPPRA/ -33885) ETNCD /2017-18 /5083

GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

Karachi, dated January 23 2017

The Excise Taxation & Narcotics Control Officer
Directorate (ADMN/MVR)
Karachi

B70
car up
25/1/18

Subject: NIT REF # DVR/MR/(61)/2017/SMART- CARDS/1463 dated 06.07.2017
(SPPRA Serial # 33885)

I am directed to refer to the Bid Evaluation Report of the subject NIT received vide your letter No: DVR/MR(61)/SMART CARDS/2017-18/179, dated 17.01.2018 and to observe that, P.A has furnished Bid Evaluation Report and mentioned Revolving fund amount in Estimated cost column. Procuring Agency to clarify as to what is the total estimated cost.

2. In view of the above, P.A is advised to furnish clarification and rectify the above infirmity, at the earliest. It may be noted that it is the sole responsibility of procuring agency to make all the public procurements by observing SPP Rules, 2010 (amended 2017), regulations and procedure in letter and spirit.

Wahdat Ali Lakho
WAHDAT ALI LAKHO
Assistant Director (Assessment)

Copy forwarded for information to:-

1. The Secretary to Government of Sindh, Excise & Taxation Narcotics Control Department Karachi.
2. Director General, Excise & Taxation Narcotics Control Sindh Karachi.
3. The Staff Officer to MD, SPPRA.Karachi.

R & I BR DET (MVR)
Inward No 618
Date: 25/01/2018



**SINDH PUBLIC
PROCUREMENT
REGULATORY AUTHORITY**
GOVERNMENT OF SINDH

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Upcoming Events Registrations Open Two Days Capacity Building Workshop on 25 & 26 January 2018 at Haji Mehmood Centre Hall, MUEI Jamshoro

Bid Evaluation Reports

S No. ▲	EV. ID ▲	Evaluation Report Title ▲	Description ▲	Report Date ▲	Download ▲
12066	183/2018	COF HOSPITAL HYDERABAD		24 January 2018	
12067	182/2018	EXECUTIVE ENGINEER HIGHWAY DIVISION KHAIRPUR		23 January 2018	
12066	181/2018	EXECUTIVE ENGINEER HIGHWAY DIVISION KHAIRPUR		23 January 2018	
12065	180/2018	EXECUTIVE ENGINEER HIGHWAY DIVISION SAJKHAR		23 January 2018	
12064	179/2018	EXCISE & TAXATION DEPARTMENT KARACHI		23 January 2018	
12063	178/2018	MINORITIES AFFAIR DEPARTMENT		23 January 2018	
12062	177/2018	BASIC MEDICAL SCIENCE INSTITUTE KARACHI		22 January 2018	
12061	176/2018	KARACHI WATER & SEWERAGE BOARD		22 January 2018	
12060	175/2018	KARACHI WATER & SEWERAGE BOARD		22 January 2018	
12059	174/2018	SESSI KARACHI		22 January 2018	
12058	173/2018	UNIVERSITY OF KARACHI ICCBS		19 January 2018	
12057	172/2018	EXCISE & TAXATION DEPARTMENT KARACHI		19 January 2018	
12056	171/2018	EXECUTIVE ENGINEER PROVINCIAL HIGHWAY DIVISION HYDERABAD		19 January 2018	
12055	170/2018	EXECUTIVE ENGINEER BUILDING DIVISION DADU		19 January 2018	
12054	169/2018	EXECUTIVE ENGINEER PROVINCIAL HIGHWAY DIVISION HYDERABAD		19 January 2018	

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DIRECTORATE
EXCISE, TAXATION & NARCOTICS CONTROL (ADMN/MVR) KARACHI.
Phone No: 99203671, Fax No: 99203672 Email ID: detnc.admnmvr@gmail.com
Barrack No: 11, Sindh Secretariat No: 4-A, Court Road, Karachi.

SAY NO TO CORRUPTION

No.DVR/MR(61)/Smart Cards/2017-18/ 179

Karachi, dated the 17th JAN, 2018

The Managing Director
Sindh, Public Procurement Regularity Authority
Karachi.

Subject: MINUTES OF MEETING OF PROCUREMENT COMMITTEE FOR OPENING OF FINANCIAL OF BIDS OF SECURITY FEATURED MVR SMART CARDS FOR EXCISE TAXATION & NARCOTICS CONTROL DEPARTMENT HELD ON 16-01-2018 AT 02:00 PM AND BID EVALUATION REPORT

Reference; SO(B&A)/E&T/398/2015(S.C)/1208 dated 05-06-2017.

I am directed to enclose herewith a copy of minutes of meeting of subject procurement for opening of the financials of bids and bid evaluation report on the specified format with a request to order for hoisting for the same on the Web site of SPPRA please.

(JAWED IQBAL)

EXCISE, TAXATION & NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI.

Copy for information to:

1. The Secretary to Government of Sindh, Excise, Taxation & Narcotics Control Department Karachi.
2. The Director General, Excise, Taxation & Narcotics Control Sindh, Karachi.
3. The members of the Procurement Committee.
4. The Deputy Secretary (Technical), Excise, Taxation & Narcotics Control Department Karachi, with a request to hoist the same on the website of the Department.
5. P.S to Minister, Excise, Taxation & Narcotics Control department Karachi.
6. M/s Inbox Technologies (Pvt) Ltd, 5th Floor Dawood Centre M T Khan Road Karachi.
7. M/s Accountancy Outsourcing services, Building No. 3, 7th Floor Aiwan e Iqbal Complex Egerton Road Lahore.

SPPRA INWARD DIARY

NO: 4749

DATED: 18-01-18

EXCISE, TAXATION & NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI.



No.DVR/MR(61)/Smart Cards/2017-18/

Karachi, dated the JAN ,2018

SUBJECT: MINUTES OF MEETING OF PROCUREMENT COMMITTEE FOR OPENING OF FINANCIAL OF BIDS OF SECURITY FEATURED MVR CARDS FOR EXCISE TAXATION & NARCOTICS CONTROL DEPARTMENT HELD ON 16-01-2018 AT 02:00 PM.

The meeting of the Procurement Committee for opening of financials and evaluation of bids for Security Featured Smart MVR Cards and card readers held on 16-01-2018 at 02:00 pm under the chairmanship of Director (Admn/MVR) Excise, Taxation & Narcotics Control Karachi in the Directorate (Admn/MVR), Excise, Taxation & Narcotics Control Karachi. Following members of the committee attended the meeting:

Mr. Waheed Shaikh	Deputy Secretary (Admn) M R Wing Karachi.	Secretary/ Member
Mr. Sumair Murad Shah	VC Engineer Information Technology Deptt	Member
Mr. Musarrat Mokhtar	Deputy Director Industries & Commerce Deptt	Member
Mr. Mehesh Lal Dodani	Deputy Secretary ET&NC Department	Member

2 The meeting started with recitation of Holy Quran. The chair welcomed the participants and informed that following 15 firms/bidders purchased the bidding documents:

1. M/s Késtral Trading
2. M/s SBF Card Solutions
3. M/s Progressive Engineering Associates
4. M/s Inbox Business Technologies Pvt Ltd
5. M/s S I Global
6. M/s Data Communications & Control (Pvt) Ltd
7. M/s Pakistan security Printing Corporation
8. M/s Accountancy Outsourcing Services
9. M/s GCS
10. M/s NADRA
11. M/s Smart card Integrator Ltd
12. M/s Burki Technologies
13. M/s Safran
14. M/s Muhlbauer
15. M/s Mariyaha Printers.

3 The following two (02) firms/companies participated in bidding process and submitted their documents.

- I. M/s Inbox Business Technologies Pvt Ltd
- II. M/s Accountancy Outsourcing Services

4 The chair further informed that the Technical Committee has scrutinized both the technical proposals submitted by the above firms/bidders. The evaluation report of Technical Committee for evaluation of technical proposals of the firms was submitted vide No. DD/ADMN/SMART CARDS/2017-18/362 dated 12-01-2018 along with enclosures. (copy annexed at A)

[Handwritten signatures and initials]

The report of the technical committee was opened and placed before the forum and also read before the members of procurement committee and representatives of the firms/ bidders.

6. Accordingly the procurement committee discussed thoroughly the technical evaluation report submitted by the technical committee after securitizing of the relevant documents and evaluation criteria laid down in bidding documents.

7. As per evaluation report of the Technical Committee the following firms/bidders obtained marks as per laid down criteria in RFP as under:

i.	M/s Inbox Business Technologies Pvt Ltd	90/100
ii	M/s Accountancy Outsourcing Services	75/100


8. The representatives of M/s Inbox Technologies and M/s Accountancy Outsourcing Services were given opportunity to present their point of view if any regarding technical evaluation of their firms. The representatives of the above firms/bidders agreed with the technical evaluation report.

9. It was decided by the procurement committee that envelopes marked as financial proposals of M/s Inbox Business Technologies (Pvt) Ltd and M/s Accountancy Outsourcing Services, the firms/bidders who qualified in technical process may be opened in presence of the procurement committee and representatives of the firms/bidders.

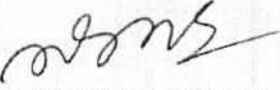
10. Accordingly the envelopes marked as financial proposals and envelopes containing Bid Security were opened and signed by all the members of the procurement committee. The rate quoted for Security Featured MVR Smart card and Smart card Readers with complete solution including installation and software (One time supply) were also readout before the procurement committee. Comparative statement is enclosed at annexed-1.

11. After evaluation of financial proposals the procurement committee unanimously recommended **M/s Inbox Business Technologies Pvt Ltd** on the basis of the technical evaluation report, comparative statement and the 1st lowest bidder for further process as per SPPRA Rules 2010 (amended 2017) and approval of the competent authority, bid evaluation report in specified format is enclosed at annexed-2


The meeting ended with the vote of thanks to and from the chair.


(WAHEED SHAIKH)
Secretary/ Member
Deputy Director (Admn)
M R Wing Karachi


(SUMAIR MURAD SHAH)
Member
V C Engineer
Information Technology Department


(MEHASH LAL DODANI)
Member
Deputy Secretary (Admn-I)
ET&NC Department


(MUSARRAT MOKHTAR)
Member
Deputy Director
Industries & Commerce Department


(SHABIR AHMED SHAIKH)
Chairman
Director (Admn/MVR)
ET&NC Karachi.



Annaxure-

DIRECTORATE
EXCISE, TAXATION & NARCOTICS CONTROL (ADMN/MVR) KARACHI.
Phone No: 99203671, Fax No: 99203672 Email ID: detnc.admnmvr@gmail.com
Barrack No: 11, Sindh Secretariat No: 4-A, Court Road, Karachi.

COMPARATIVE STATEMENT

**PRODUCTION, PRINTING & SUPPLY OF SECURITY
FEATURED SMART MVR CARDS**

S. No.	DESCRIPTION / ITEMS	QUANTITY	M/S INBOX BUSINESS TECHNOLOGIES (PVT) LTD		M/S OUT SOURCE ACCOUNTING SERVICES		REMARKS
			QUOTED RATE	AMOUNT	QUOTED RATE	AMOUNT	
01	Production, Printing & Supply of Security featured smart cards as per specifications mentioned in the bid documents per unit at the designated stores prescribed by ET&NC Department.	1,000,000 Smart cards	Rs. 697/= Per unit	Rs. 697,000,000	Rs. 710/= Per unit	Rs. 710,000,000	As it is revolving fund and only Rs. 250,000,000 released by the Finance Department during FY.2017-18 in pursuance of approved summary by C.M Sindh.
02	Supply of Smart Card reader /Writer as per the specification mentioned in bid document with complete solution including installation and software (quantity 250 units One time supply)	250 Card Readers	Rs. 36,600 Per unit	Rs. 9,150,000	Rs. 40,000 Per unit	Rs.10,000,000	

✓
WAHEED SHAIKH
Secretary / Member
Deputy Director (Admn)

✓
SUMAIR MURAD
Member/ V C Engineer
Information Technology Dept.

✓
MAHESH DODANI
Member/Deputy Secretary
ET&NC Department

✓
MUSARRAT MOKHTAR
Member/ Deputy Director
Industries & Commerce Department

✓
SHABIR AHMED SHAIKH
CHAIRMAN / Director (Admn/MVR)
ET&NC Karachi

BID EVALUATION REPORT

1. Name of procuring agency **EXCISE TAXATION & NARCOTICS
CONTROL DEPARTMENT KARACHI.**
2. Tender reference Number **INF/KRY/3285/2017, INF/KRY/3646/2017
INF/KRY/3673/2017, INF/KRY/3851/2017
INF/KRY/3475/2017, INF/KRY/3938/2017,
INF/KRY/4178/2017, Sr. No.33885 SPPRA**
3. Tender description/ name of work/item **Production, printing & Supply of
Security Featured Smart MVR Cards**
4. Method of procurement **Single stage Two Envelope Method**
5. Tender Published
Dawn dt.05-07-17, Kawish 05-07-17, Jang 06-07-17
Dawn dt.22-07-17, Kawish 23-07-17, Jang 23-07-17,
Mail dt. 17-08-17, Sada e Sindh 18-08-17, Amroz 17-08-17
Mail dt.07-09-17, Sada e Sindh 07-09-17, Amroz 07-08-17
Mail dt.19-09-17, Sada e Sindh 20-09-17, Amroz 20-09-17
Dawn dt. 27-09-17, Kawish 29-09-17, Jang 28-09-17
Dawn dt.07-10-17, Kawish 06-10-17, Jang 06-10-17
6. Total Bid Documents sold **FIFTEEN (15)**
7. Total Bids received **TWO (02)**
8. Technical Bid opening date (if applicable) **26-10-2017**
9. Number of Bids Technically qualified (if applicable) **Two (02)**
10. Bird(s) rejected **NIL**
11. Financial Bid opening date **16-01-2018**

S NO	NAME OF FIRM / BIDDER	DESCRIPTION	COST OFFERED BY BIDDER	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASONS FOR ACCEPTANCE /REJECTION	REMARKS
01	M/s Inbox Business Technologies (Pvt) Ltd	Production, printing & Supply of Security Featured Smart MVR Cards	Rs. 697/- Per unit Total Rs.697,000,000/ for 1,000,000 cards	1 st Lowest	Rs.250,000,000 Revolving Fund	Accepted, due to lowest evaluated bidder.	As it is revolving fund and only Rs. 250,000,000 released by the Finance Department during FY.2017-18 in pursuance of approved summary by CM Sindh.
		Smart card Reader with Complete Solution including installation & software	Rs.36600/- per unit Total Rs. 9,150,000 For 250 units				

[Signature]


[Signature]


[Signature]

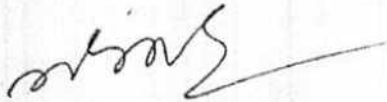
[Signature]

[Signature]


M/s Accountancy Outsourcing Services	Production, printing & Supply of Security Featured Smart MVR Cards	Rs. 710/- Per unit Total Rs.710,000,000/ for 1,000,000 cards	2 nd Lowest			
	Smart card Reader with Complete Solution including installation & software	Rs.40,000/ per unit Total Rs.10,000,000/ for 250 units				


(WAHEED SHAIKH)
Secretary/ Member
Deputy Director (Admn)
M R Wing Karachi


(SUMAIR MURAD SHAH)
Member
V C Engineer
Information Technology Department


(MEHASH LAL DODANI)
Member
Deputy Secretary (Admn-I)
ET&NC Department


(MUSARRAT MOKHTAR)
Member
Deputy Director
Industries & Commerce Department


(SHABIR AHMED SHAIKH)
Chairman
Director (Admn/MVR)
ET&NC Karachi.



**DIRECTORATE OF
EXCISE, TAXATION & NARCOTICS CONTROL (ADMN/MVR) KARACHI.**

Phone No: 99203671, Fax No: 99203672

Barrack No: 11, Sindh Secretariat No: 4-A, Court Road, Karachi.

ATTENDANCE SHEET

**SECURITY FEATURED SMART MVR CARDS FOR EXCISE
TAXATION & NARCOTICS CONTROL DEPARTMENT
(OPENING OF FINANCIALS)**

Held on 16-01-2018 at 02:00 PM

	PARTICIPANT	DESIGNATION	CONTACT #	SIGNATURE
01	Frei and Sain	DAF (ADMN/MVR) KARACHI (KARACHI)	—	
02	Wahid Shahid	D.D. Admin.	99231410	
03	SUMAIR MURAD	VC. Eng.	0300 3307331	
04	Mahesh Lal	DS. EST	99211438 053306866	 16/1/18
05	Musarat Jahan	Dy. Dir. Insp.	0304-4097479	



4 ..

DIRECTORATE OF
EXCISE, TAXATION & NARCOTICS CONTROL (ADMN/MVR) KARACHI.

Phone No: 99203671, Fax No: 99203672

Barrack No: 11, Sindh Secretariat No: 4-A, Court Road, Karachi.

ATTENDANCE SHEET

SECURITY FEATURED SMART MVR CARDS FOR EXCISE
TAXATION & NARCOTICS CONTROL DEPARTMENT
(OPENING OF FINANCIALS)

Held on 16-01-2018 at 02:00 PM

	BIDDER/ REPRESENTATIVE	COMPANY/FIRM	CONTACT #	SIGNATURE
01	MUHAMMAD IRFAN	AOS Limited	03342884221	
02	Farhan Shah	Inbox	0321-2433286	



**OFFICE OF THE DEPUTY DIRECTOR (ADMN),
MOTOR REGISTRATION WING CIVIC CENTRE, KARACHI.**

NO. DD/ ADMN/ESTT/MR/2018
Karachi dated: 19/03/2018

To,

The Director (ADMN/MVR)
Excise Taxation & Narcotics Control
Karachi

Subject:

PROCUREMENT OF PRODUCTION, PRINTING & SUPPLY OF SECURITY
FEATURED MVR SMART CARDS FOR EXCISE TAXATION & NARCOTICS
CONTROL DEPARTMENT- DRAFT AGREEMENT

REF:

NO. SO(B&A)ET&NC/3(08)/2015-16(S.C) Dated 14.03.2018

Kindly refer to your letter No. DVR/MR(61)Smart Cards/2017-18/705 dated 14th
March:2018.

In this regard it is to state that the Contract Agreement between Excise Taxation & Narcotics Control Department and M/S Inbox Business Technologies Ltd Karachi duly signed by Mr. Waheed Shaikh, Deputy Director (ADMN) Motor Registration Wing Karachi and Mr. Mohsan Ali Chief Commercial Officer of M/S Inbox Business Technologies Ltd Karachi, also witnessed by the worthy Secretary to Govt: of Sindh Excise Taxation & Narcotics Control Department Karachi and Mr. Farhan Shah Vice President (Sales) of M/S Inbox Business Technologies Ltd Karachi.

The copy of agreement of Procurement of Production, Printing & Supply of Security Featured MVR Smart Cards for Excise Taxation & Narcotics Control Department is enclosed herewith in duplicate for your kind perusal and further necessary action

(IQBAL AHMED LEGHARI)
DEPUTY DIRECTOR (ADMN),
MOTOR REGISTRATION WING,
KARACHI.

Copy forwarded for kind information to:-

1. The worthy Secretary to Govt: of Sindh Excise Taxation & Narcotics Control Department Karachi along with a copy of said agreement.
2. The Director General Sindh, Excise Taxation & Narcotics Control Department Karachi along with a copy of said agreement.
3. The P.S to the Honorable Minister Sindh Excise Taxation & Narcotics Control Department Karachi
4. M/S Inbox Business Technologies Ltd, 05th Floor, Dawood Center, PIDC M.T Khan Road Karachi

DEPUTY DIRECTOR (ADMN),
MOTOR REGISTRATION WING,
KARACHI

R & I BR DET (MVR)
Inward No 2717
Date: 19/03/2018



GOVERNMENT OF SINDH
BOARD OF REVENUE,
(STAMP WING)
79-SINDH SECRETARIAT, KARACHI.
CHALLAN NO.

3

ORIGINAL

Challan of Cash/Cheque paid into the,
National Bank of Pakistan
Pass Port office/City Courts Branch, Karachi.

Issue Date 16.03.2018

Due Date 05.04.2018

To be filled in by remitter		To be filled by the Department officer of the Treasury.	
(By from tendered (Name))	M/s. Inbox Business Technologies Limited, Karachi	Non Food Account No.I, DDO Code No. KQ-0103 Detailed object/ GL B02713 (duty) B02708 (Penalty)	
Name (or designation) and address of the persons on whose behalf money is paid.	Assistant Superintendent of Stamps, Karachi.		
Full particulars of the remittance and the authority (if any)	Amount	Order to the Bank	
Stamp duty on contract agreements	12,229,530/-		
amount of Rs. 3,494,150,000/-			
at the rate 0.35%			
Penalty (ORDER BY CIS ON 16.03.2018)	30,000/-	Correct Received and grant receipt	
Total	12,259,030/-	Date Deputy Chief Inspector of Stamps Board of Revenue Signature and full designation of the officer ordering the money to be paid in. 16/3/18	
In words Rupees: One Crore Twenty Two Lac Fifty Nine Thousand and Thirty only.		To be used only in the case of remittances to Bank through an officer of the Government.	

Received Payment
Treasury

Accountant

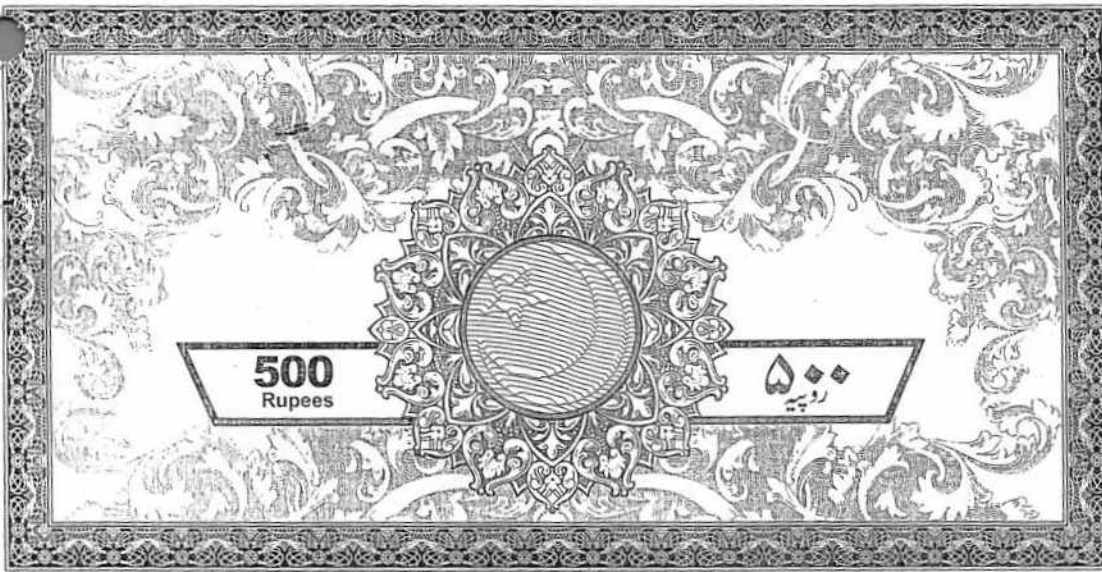
Date
Treasurer Officer/Agent

share-2018

National Bank of Pakistan
16 MAR 2018
TRANSFER

National Bank of Pakistan
Main Branch Karachi
16 MAR 2018
GOVT COLLECTION
RECEIVED CASH

12259030/-
Amount from
to National Bank of
Pakistan Karachi



ED AJAZ HASSAN STAMP VENDOR
14 MAR 2018
CITY COURT KARACHI
NO. 13726 Date
issued to with address
through to with address
attached
Stamp Vendor's Signature

14 MAR 2018
Ajaz Hassan Technolgy Ltd

(RUPEES FIVE HUNDRED ONL)

Expounded under Section 33 of the Stamps
Act, 1899, reason...
duty of Rs 12,229,030/-

Deputy Chief Inspector of
Stamps Board of Revenue
Sindh Karachi

CONTRACT
FOR PROCUREMENT
OF
PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MOTOR VEHICLE REGISTRATION SMART
CARD

This Contract (hereinafter called the "Contract") with the approval conveyed by the Secretary to the Government of Sindh ET& NC department Karachi vide No SO(B&A)/ET&NC/3(8/2015-16)(S.C) dated 14-3-2018 duly forwarded vide No DVR/MR(61)/Smart Cards/2017-18/705 dated 14-3-2018 this Contract No. DD/MR-ADMN/ESTT/1881 is made on this 14th day of March 2018 by and between;

GOVERNMENT OF THE SINDH acting through the, Excise, Taxation and Narcotics Control Department, (hereinafter called the "Purchaser", which expression shall include its successors, assignees, representatives and attorneys), of the One Part;

AND

INBOX BUSINESS TECHNOLOGIES LIMITED as the Lead Partner/Bidder, acting through its duly authorized representative Mohsin Ali s/o Mushtaq Ahmed Chaudri having its registered office at 5th Floor, Dawood Centre, M. T. Khan Road, Karachi ((a reference to the "Contractor", in this Agreement, shall include its successors, assignees, Affiliates and representatives and attorneys), of the Other Part.

("Purchaser" and "Contractor" are individually referred to as "Party" and collectively as "Parties")

RECITALS:

(a) WHEREAS in view of the modernizing the Vehicle Registration System in the Province of Sindh, Pakistan the Purchaser invited bids for procurement of Security Featured Smart MVR Cards for the replacement of current registration certificates and issuance of Security Featured MVR Smart Card to commercial and non-commercial (04 & 2/3 wheelers) vehicles in the Province of Sindh (hereinafter the "Scheme").

AND WHEREAS the Contractor M/S Inbox Business Technologies Limited participated in the procurement process for the Scheme and tendered their Bid (Technical & Financial).

(c) AND WHEREAS after a transparent and competitive evaluation process for all submitted bids for the Project, completed in accordance with the letter and spirit of all relevant provisions of the law, the Bid submitted by the consortium i.e. the Contractor, was declared to be technically viable and compliant to the RFP and financially competitive. Consequently, in accordance with the mandate of law, and in the interest of best serving the

Certified under Section 40(1) (b) of the
Stamp Act that deficit amount of stamp
duty of Rs. 12,229,030/- and penalty of
Rs. 20,000/- has been recovered vide
Challan No. = 13 = Date 16-3-2018
out of Rs. 12,259,030/-

Deputy Chief Inspector of
Stamps Board of Revenue
Sindh Karachi

Stamp Vendor's Signature
Ajaz Hassan Technolgy Ltd



people, across the Province of Sindh, the Bid was finally awarded to the Contractor in a transparent manner , as prescribed under the SPPRA rules

NOW THEREFORE, in view of the above mentioned and in consideration of the mutual obligations and promises set forth below and other good and valuable consideration, the Parties hereto hereby enter into this Contract as follows:

1. DEFINITIONS, INTERPRETATION & DOCUMENTATION

1.1 Definitions

In this Contract the following terms/expressions shall have the following meanings unless the context requires otherwise; terms not defined herein shall have the meanings given to them under the Bid Document.

- a. "Affiliates" means all companies, partnerships or entities that are directly or indirectly controlled by a Party or that are directly or indirectly controlled by any entity or person that directly or indirectly controls a Party, or any entity or person that directly or indirectly controls a Party.
- b. "Agreed Price" means per unit price payable by the Purchaser to the Contractor for each unit of Security Featured MVR Smart Card and Smart Card Reader/Writer arranged/provided under the Contract per unit basis as reflected in the Price Schedule annexed herewith as Annexure C-;
- c. "Batches" shall mean a bunch of Security Featured MVR Smart Cards ready for dispatch every third working day at the stores prescribed by ET&NC Department i.e. Karachi and Other 22 (twenty two) districts of Sindh Province
- d. "Contract" means this Contract entered into between the Purchaser and the Contractor including all documents annexed hereto and any amendments/addendums executed between the Parties.
- e. "Contractor" means Inbox Business Technologies Limited
- f. "Cards" shall mean Security Featured MVR Smart Card with the chip enabled, duly printed and coded Smart Card containing the information of vehicle owner and motor vehicle as per the Design and features approved by the Purchaser in terms of the Contract
- g. "Delivery schedule" shall mean the document containing the plan and process/procedure to be adopted for delivering of the Security Featured MVR Smart Cards per Annexure E attached hereto.
- h. "Data" shall mean all information available/shared and/or retrieved through the MVR System pertaining to the owner of the vehicle and the vehicle and shall include transformed and derived data.
- i. Delivery Certificate/Challan shall mean the document to be issued by the Contractor at the time of delivery to be signed by the nominated officer of ET & NC Department of Sindh.
- j. "Design" shall mean the finalized and approved design of the Security Featured MVR Smart Card by the Purchaser as per Technical Specifications in Annexure D.
- k. "Commencement Date of the Contract" means the date of Signing of the Contract between the Purchaser and the Contractor;
- l. "Facility/Inbox Facility" means the facility agreed to be set up by the Contractor in accordance with the terms of this Contract at the space/premises to be arranged and provided by the Purchaser, including all machinery, furniture and fixtures placed or affixed therein for the performance and duration of the Contract which shall be and remain the property of the Contractor;
- m. "Inbox" shall mean Inbox Business Technologies Limited, having its registered office at 5th Floor, Dawood Centre M.T Khan Road, Karachi
- n. "JV Partner" means InfoComm Technology Private Limited, vide Joint Venture Agreement dated 21.10.2017 having their registered address at 191-B Scotch Corner Upper Mall Lahore , entered with its lead partner Inbox Business Technologies Limited.
- o. "Manufacturer" shall mean Kamera Kraft Data Card Network having its registered office at Factory No. 208 Main Defence Road/Ali Akbar Road Off 3.0 km. Raiwand Road Lahore

Wahed Shaikh
Deputy Director (Admin)
Motor Registration Wing
Karachi

2017
2

- p. "Premises" shall mean a rent-free constructed area of at least 40 sq. feet x 40 sq feet to be provided by the Purchaser to the Contractor to set up the Facility within the office of Excise, Taxation and Narcotics Control, Government of the Sindh, Karachi with adequate supply of adequate primary and backup power required for operation of the Facility duly allocated to the Contractor within 15 days of issuance of the LOA.
- q. "Purchaser" means the Government of Sindh through Excise, Taxation and Narcotics Control Department of Sindh;
- r. "Purchase Order" shall mean the document(s) which may be issued for placement of order issued periodically containing the quantities of Cards required by the Purchaser which shall collectively cover the approximate quantities of Five Million Cards to be procured by the ET&NC over the Term of the Contract.
- s. "Registration Information" shall mean part of the Data pertaining to the vehicle and owner of such vehicle that is to be printed on the Security Featured MVR Smart Card stored on the chip as intimated in writing by the Purchaser.
- t. "Services" means services ancillary to the supply and provision of Security Featured MVR Smart Card and management and arranging of production and supply of the Security Featured MVR Smart Cards such as Printing, Chip Encoding, Placement of Security Features and Data on the same covered under the Agreement;
- u. "Smart Card Reader/Writer" shall mean the device(s) to be provided in accordance with the Technical Specifications contained in Annexure D and shall be used to read and write data on the chip embedded in the Card.
- v. "MVR System" is the system of ET&NC for motor vehicle registration installed and operating with information of the registered of vehicles and vehicles in the Province of Sindh.
- w. "Term" means the duration of (Five) 05 years commencing from the signing of the Contract by both the Parties.
- x. "Life of the card" means i.e. a period of 05 to 07 years from the manufacturing/production and supply of Security Featured MVR Smart Cards as stated in Annex D (Technical Specification)
- y. "Works" means the process to be carried out for design, lay out presentation and printing of variable data of the Smart Cards to be provided and shall include the work to be done by the Contractor for devising the same under the Contract.
- z. "MRA" means Motor Registering Authority the signatory of the Security Featured MVR Smart Card at the time of registering/transferring the vehicle

1.2 Interpretation

In this Contract, except where the context otherwise requires:

- (a) references to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);
- (b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) reference to Articles and Annexes are to articles and annexes to this Contract;
- (d) other capitalized expressions used in this Contract shall have the meanings respectively assigned to them herein;
- (e) the titles and headings are included for ease of reference only and shall not affect the interpretation or construction of this Contract;
- (f) the recitals and Annexes form an integral part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Annexes; and unless otherwise qualified reference to days, months or years shall be read to mean calendar days, months or years.

Wahed Shaikh
Deputy Director (Admin)
Motor Registering Wing



- (g) The terms and conditions not specified in this Contract but specified in the Bid Document, attached with this Contract as annexures or Letter of Award/Acceptance dated 28th February 2018 issued by the Purchaser, forms part and parcel of this Contract, shall also apply mutatis mutandis to this Contract and shall be fully binding.

1.3 Documentation

The Annexures and documents shall form part of the Contract. The Contract and the documents annexed hereto shall, as far as possible, be construed and interpreted to supplement each other, however in case any discrepancy or inconsistency persists within the provisions of the said documents, following order shall prevail:

- a) This Contract;
- b) The Annexes to the Contract, including the following:
 - i. Purchaser's Letter of Award/Acceptance dated 28th February 2018 "Annexure A"
 - ii. Scope of Work - "Annexure B"
 - iii. Price Schedule "Annex -C "
 - iv. Technical Specifications "Annex - D";
 - v. Delivery Schedule-"Annexure E"
 - vi. Project Plan – "Annexure F"
 - vii. Performance Bank Guarantee- "Annex - G"
 - viii. Responsibility Matrix – "Annexure H"
 - ix. Integrity pact " I "
- c) Such documents as are incorporated by reference.

2. STANDARDS

The Security Featured MVR Smart Card supplied under this Contract shall confirm the compliance of ISO-7816 and ISO-7810 standards.

3. SCOPE AND OBLIGATIONS

3.1 This Contract, *inter alia*, sets forth the terms and conditions for the production, printing and supply and/or delivery by the Contractor of the of Security Featured MVR Smart Cards and the Smart Cards Readers comprising of setting up the Facility at the Premises including the licensing of the software (if any) as specified in Annexure B Scope of Work in accordance with the Technical Specifications contained in Annexure B and within the timelines stated in the Delivery Schedule and Scheme Plan attached herewith as Annexure E and Annexure F respectively.

3.2 The obligations of the Contractor shall include the following:

- a) Production Management, Printing and delivery of Security Featured MVR Smart Cards through the Facility to be set up at the Premises by the Contractor in terms of this Contract; and
- b) Provision of Smart Card Readers in terms of the Technical Specifications
- c) Installation and Integration of its software Solution with the MVR System of the ET&NC Department;

3.3 The obligations of the Purchaser are expressly provided for in the Responsibility Matrix attached as Annexure H hereto along with timelines against each. The Purchaser is obligated to provide such Premises, information and approvals as are required by the Contractor and are necessary for commencement of operations and development of Facility in terms of the Contract. In the event delay is caused due to the Purchaser's fulfillment of its obligations the delivery schedule and Scheme plan shall be extended and the Contractor shall not be penalized for any delay caused due to the Purchaser.

Subject to the terms hereof, The Contractor shall during the Term of the Contract set up a Facility at the Premises provided by the Purchaser and install therein required machinery along with all requisite spares, parts and equipment, applications, soft wares, servers (all of which shall be and shall remain the property of the Contractor).

3.5 Purchaser shall not *inter alia* make any alteration, connections, attachments, repairs or adjustments to the Facility, or move the same without explicit prior written consent of the Contractor. After mutual consent, adequate time will be provided by the purchaser to enable such adjustments without any penalty to the Contractor.



The contractor shall ensure minimum production for actual demand cards per quarter based on the purchaser's demand which will be raised on a PO/work order/requirement basis or otherwise agreed between parties. Notwithstanding anything to the contrary, the Purchaser shall ensure the utilization of actual demand cards per quarter for five (5) years.

3.7. In the event the Purchaser requires a larger bulk quantity from the abovementioned quarterly requirement of Security Featured MVR Smart Card the Purchaser will allow adequate time for delivery of such bulk quantities.

4. APPROVED DESIGN OF THE CARD

The Parties have mutually worked on the designing of the Card which includes the Security Featured MVR Smart Card design as per Technical Specifications in Annexure D; that is duly approved by the Purchaser within 45 days of issuance of the LOA and in terms of the Responsibility Matrix attached as Annexure H

5. DURATION AND TERM OF CONTRACT

This Contract shall be effective as of the Commencement Date and continue for a period five (5) year (the Term) which term shall be renewable for an additional period with revisions in scope (if required) unless terminated earlier by the mutual consent of the Parties or as provided in this Contract.

6. DELIVERY

6.1 Delivery of the Smart Card Readers and performance of the Services shall be made by the Contractor at central location in Karachi i.e. DD MVR Office ET&NC, Civic Center, Karachi. Representatives of ET&NC duly nominated/authorized by the ET& NC Department shall collect respective card readers of their zones from DD MVR Office Karachi for all operational zonal offices i.e. Larkana, Sukkur, Hyderabad, Benazirabad in accordance with the terms of this contract and the delivery of Security Featured MVR Smart Cards shall be made at the stores prescribed by ET&NC Department i.e. Karachi and Other 22 (twenty two) districts of Sindh Province
In the event the Purchaser requires a larger bulk quantity from the abovementioned quarterly requirement of Security Featured MVR Smart Cards, the Purchaser will allow adequate time for delivery of such bulk quantities.

6.2 Delivery of Card Readers/Writers

The Contractor will deliver 250 x Card Readers/Writers (as per Technical Specifications in Annex D in one go at the start of the project; at DDO ET&NC Office Karachi. On delivery, the Purchaser will sign Delivery Challan issued by the Contractor following which the Contractor will submit the 100% invoice against the delivered Card Readers/Writers which shall be paid as per the Payment Terms clause 8 herein below.

6.3 Delivery of Security Featured MVR Smart Cards

The Contractor will deliver Security Featured MVR Smart Cards (as per Technical Specifications in Annex D) as per the quantities/requirement communicated by the Purchaser It is agreed between the parties that deliveries pursuant to the Order/demand raised can be made in part or in full by the Contractor and Payments shall be made accordingly. On delivery, the Purchaser will sign Delivery Challan issued by the Contractor following which the Contractor will submit the invoice against the delivered Security Featured MVR Smart Cards which shall be paid as per the Payment Terms on quarterly basis as mentioned in the RFP

6.4 Delivered of Security Featured MVR Smart Cards

6.4.1 Delivery of Security Featured MVR Smart Cards shall be received from Contractor in Batches by the Nominated Officer of the Purchaser as per Clause 6.4 of this contract against the Delivery Challan.

6.4.2 The Security Featured MVR Smart Cards should remain under the physical custody of the Contractor until the Purchaser's Nominated Officer takes delivery of the Security Featured MVR Smart Cards against the Delivery Challan. All Deliveries will be made to the nominated Officer as prescribed where after the Security Featured MVR Smart Cards shall be under the security and custody of ET& NC Department. Title and risk of loss shall pass on to Purchaser upon delivery by the Contractor and receipt by the Nominated Officer of ET& NC Department.

6.4.3 The Contractor shall ensure to an optimum extent that the Security Featured MVR Smart Cards are delivered complete in all aspects to enable inspection testing without interruption. If it shall appear to the Purchaser that the cards have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, which may be beyond the reasonable control of the Contractor, the Purchaser may grant suitable extension in the delivery.

6.4.4 The Contractor is responsible for any waste generated occurred due to the provision of incorrect registration Information and/or data by the Purchaser which wastage of Cards shall be charged by the Contractor to the Purchaser and will not be considered duplication of the Cards for the purposes of payment.

6.5 Delivery Certificate/Delivery Challan

The delivery challan for the Security Featured MVR Smart Cards and the Smart Card Readers/Writers shall be generated by the contractor and subsequently signed off by the authorized representative i.e the Nominated Officer of the Purchaser on the same day the delivery is being made by the Contractor following which respective invoices shall be generated by the Contractor as per the invoicing mechanism provided in the Payment Terms Clause 8.



6.6 Upon issuance of the Delivery Challan, ownership and risk of the Security Featured MVR Smart Cards and Smart Card Readers/Writers shall be deemed to have passed to the Purchaser.

6.7 The delivered goods Security Featured MVR Smart Cards and Card Readers/Writers) shall be considered as duly accepted by Purchaser for all intents and purposes.subject to inspection as per clause 10 of this contract

7. SOFTWARE & LICENSE

7.4 During the Term of the Contract the Contractor shall develop its own Software application for internal working of the Facility and shall ensure that the same is integrated with the MVR System of the ET&NC Sindh to enable the smooth operation and functionality of the Facility during the Term of this Contract.

7.2 For operating this application, server shall be placed within the Facility developed by the Contractor. In order to provide for the Purchaser's daily demand for Smart Cards, this application shall be integrated with the ET&NC Sindh's MVR System Automatic demand shall be generated within the MVR system for Smart Card printing after the due approval of the authorized person of ET&NC, Sindh as nominated in accordance with Nomination Clause herein. Data from the MVR system shall be extracted by Contractor through this application. Upon successful extraction of Data from MVR System and after fulfilling the requisites of production management; the relevant Data shall be printed on the Smart Card and encoded in the chip to form the Finished Card.

7.3. Such finished Cards shall then be ready for delivery and/or subsequently be warehoused or dispatched as per relevant clauses of the Contract.

7.4 Complete lifecycle of the card printing process starting from demand generation to delivery to ET&NC shall be stored in the database associated with this application. An access point of Smart Card status shall be provided to ET&NC in the form of a website; where the user (authorized persons of ET&NC) can view the status of the demanded card.

7.5 The Purchaser shall during the Term of the Contract ensure at all times to provide uninterrupted access to its MVR System to enable Contractor to fulfill its contractual obligations. It is agreed and understood between the Parties that the Contractor shall not be liable for any delay in deliveries to be made by it due to lack of access and/or unavailability of the MVR System for any reason whatsoever.

7.6 Subject to the terms and conditions set forth in this Contract, Purchaser shall during the Term of this Contract be granted a non-exclusive, royalty free license and right to use the software (if required) for the operation and maintenance of the Facility and web-site in accordance with the terms herein

7.7 Notwithstanding anything in this Contract to the contrary, it is understood that Purchaser receives no title or ownership rights to the software/application and all such rights shall remain with owner / developer / creator of the software/application.

7.8 In pursuance of the foregoing Purchaser shall:

- a) not provide or make the Software or any portions or aspects thereof (including any methods or concepts utilized or expressed therein) available to any person
- b) not make copies of software/application or parts thereof, as are reasonably necessary for operational purposes, security, business continuity and use;
- c) not translate, adapt, arrange or error correct or make any other alteration of the Software; and
- d) not use the Software for any other purpose than permitted in this Clause

The obligations of Purchaser under this Clause shall survive the termination or expiration of this Contract for any reason.

PRICE, INVOICING AND PAYMENT

8.1 In consideration of the Contractor delivering the Scope of the Contract in accordance with the terms of this Contract, Purchaser shall pay the Contract Price per the rates provided in the Price Schedule attached hereto as Annexure C on a quarterly basis as specifically detailed below.

8.2 Payment under this Contract will be made by the Purchaser to the Contractor as follows:

- i) The Contractor shall be paid for the Security Featured MVR Smart Cards against the quantity delivered to the purchaser on the submission of invoices, sanction by the competent authority and issuance of payment by the Accountant General Sindh Office on quarterly basis.



Waqar Shah
Deputy Director (Administration Wing)
14/03

The contractor shall be paid for the Smart Card Readers/Writers against the quantities delivered to the Purchaser after which bills will be submitted to the quarter concerned by the purchaser with in twenty (20) days of the invoice to be issued by the contractor under the contract.

9. PERFORMANCE SECURITY

- 9.1 The contractor has to submit a Performance Security of 5% of annual contract price renewable every year in the form of Demand Draft/ Pay Order/ or a Bank Guarantee from the schedule bank prior to the work commencement date.
- 9.2 The Performance Guarantees shall be returned/released by the Purchaser not later than 30 days of expiry/termination of the Contract
- 9.3 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of cards and performance of the Services excluding conditions by the Purchaser, the Contractor shall promptly notify the Purchaser of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and extend the Contractor's time for performance/delivery under the Contract.

10. INSPECTION

- 10.1 The Purchaser or its authorized representative shall have the right to inspect the delivered quantity of Security Featured MVR Smart Cards to confirm their conformity to the Specifications as contained in Annexure D.

CONFORMITY TEST

- 10.2 The Purchaser or its authorized representative shall have the right to select randomly delivered Security Featured MVR Smart Cards for testing the conformity according to the specification contained in Annexure D from any accredited body on the expenses of the contractor once per year for the term of the contract if required by the purchaser.
- 10.3 Should any inspected Cards fail to conform to the specifications during such inspection, the Purchaser may reject them, and the contractor shall provide the replacement thereof, free of cost.
- 10.4. For the purpose of this clause, compliance of the specifications shall be determined after comparing Security Featured MVR Smart Card provided by the Contractor to the specification stipulated in the Technical Specifications (Annex D).
- 10.5 The Purchaser's right to inspect and reject the cards shall be subject to the same not qualifying the Technical Specification as specified in Annexure D of this Contract.

11 INSURANCE & STORAGE

- 11.1. No insurance of Security Featured MVR Smart Cards, machinery and equipment, Production facility premises, auxiliaries and related hardware, furniture and fixtures etc. present in the production facility is provided by the Contractor;

11.2 Contractor shall be responsible for insuring, at its own cost and expense, its own system and part of the system.

11.3 Contractor shall at its own cost and expense:

(a) Arrange for the provisioning and management of storage and warehousing facilities for the Security Featured MVR Smart Card and Smart Card Readers/Writers (if required).

12. NOMINATIONS

12.1. The Department shall nominate an officer duly authorized to inspect and sign off and take deliveries of Smart/Finished Cards under this Contract in view of the following:

- 1) Team nomination by the Purchaser for carrying out contractual obligations including:
 - a. Nominees involved for inspection and testing
 - b. Nominees involved for deliveries
 - c. Nominees involved for payments
 - d. Nominees for dispute handling



Each of the nominees above shall be referred to as the Nominated Officer who shall be a person duly authorized by the ET&NC for fulfilling the terms of the Contract.

13 WARRANTY

- 13.1 The Contractor warrants to the Purchaser that the cards provided by the Contractor under the agreement are new, unused and according to ISO 7816 and ISO 7810 standards. The Contractor further warrants that the cards shall have no defect, arising from design, material or workmanship or from any act or omission of the Contractor that may develop under normal use and in accordance with bidding documents -
- 13.2 The Purchaser shall promptly notify the Contractor in Writing of any claim arising under this warranty.
- 13.3 Upon receipt of such notice, the Contractor shall, within a reasonable period as agreed by the parties, replace the cards
- 13.4 Total Life period for Security Featured MVR Smart Card printed and supplied to the Purchaser by Contractor is 05-07 Years from the date of manufacturing/production of the Smart until expiry of the Contract.
- 13.5. Replacement by way warranty of the Security Featured MVR Smart Cards claimable by the Purchaser provided there is no mal-intent of the end user is evident, in such cases, there shall be no warranty of the card.
- (a) Any warranty above in this Article, shall apply only if:
- (i) The Security Featured MVR Smart Cards maintained in accordance with the information and advice furnished by the Contractor;
 - (ii) Such defect, non-conformity or deviation was not caused by inter-working equipment not supplied under this Contract and which does not comply with internationally recognized open standards for warehousing such Cards,
- (b) All costs and charges, duties, levies including transportation costs and risk of loss incurred with respect to the repair and/or replacement of defective/faulty Security Featured MVR Smart Card shall be borne by the Contractor provided that the Cards do not fulfill the Technical Criteria and do not qualify the Inspection at the time of delivery as mentioned in the relevant clause. .

14. THIRD PARTY EQUIPMENT AND SERVICES AT THE PURCHASER'S PREMISES

- 14.1 The deliveries under this Contract shall include Third Party Equipment, contractors and Manufacturer(s) selected and arranged solely by the Contractor as per scope of the scheme. Purchaser shall not require the Contractor to procure any equipment under the is Contract from any other manufacturer.

15. NOTICE CONSENTS

- 15.1 Wherever the Contract provides for giving of a notice, consent or approval by any person, such notice, consent or approval shall not be unreasonably withheld.
- 15.2 Unless otherwise specified, a notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

16. REPRESENTATIONS AND WARRANTIES

- 16.1 Each Party hereby represents and warrants that:
- a) It is validly existing and carrying on its business under the laws of Pakistan and is duly authorized to enter and sign off this Contract.
 - b) It has the power and authority under its respective Memorandum and Articles of Associations to enter into and perform this Contract and the transactions contemplated hereby, and its entry into and performance of this Contract and the transactions contemplated by it does not constitute a breach of any obligation or default of its Memorandum and Articles of Associations and/or any agreement by which it is bound.



- c) The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized and no other proceedings on part of any person are necessary to authorize this Contract or to consummate the transactions contemplated hereby.
- d) The execution, delivery and performance of this Contract and the transactions contemplated herein, do not constitute a violation of any applicable law of Pakistan and/or any of the agreements by which any or each of the said Parties are bound.

16.2 Purchaser hereby represents warrants and undertakes to make payment of the Contract Price in the manner specified therein. Notwithstanding herein no liability shall incur to the Contractor in the event the Purchaser does not fulfill any of its obligations under this Contract.

17 ADDENDUM AND EXTENSION

Subject to satisfied performance of this contract; Purchaser may extend the contract agreement as per SPPRA Rules.

- a) In such case, the Price shall be mutually negotiated and agreed between the contracting parties
- b) No variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by both Parties.

18 ASSIGNMENT & NOVATION

18.1 Contractor is entitled to assign its obligations (Repair, maintenance, redesigning & construction of the premises handed over for establishment of facility by the Purchaser) in whole or in part, as per requirement under this contract,

18.2 The rights and obligations created hereunder may be novated, by mutual consent of the Parties in writing, to any third parties including Affiliates. Contractor shall be entitled to assign and/or transfer the rights and obligations under this Contract to any of its associated companies or Affiliates without seeking any prior permission from Purchaser.

19. GENERAL LIMITATION OF LIABILITY

Except as otherwise provided in this Contract, Contractor shall not be liable to Purchaser for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of Contract or for any other reason which is not attributable to Contractor. For the sake of clarity Contractor shall only be liable for direct proven damages for a reason which is solely and directly attributable to Contractor which damages shall at no time exceed the maximum extent of 10 % ten percent in aggregate during the entire Term of the Contract.

Handwritten signature and date: 14/03

20. LIQUIDATED DAMAGES

*Waqeem Ali Khan
Deputy Director (Admin Wing)
Motor Research*

Subject to Clause 20 hereof, if the Contractor fails to set up the Facility within the timeline stipulated in the Project Plan Annexure F any or all the Purchaser shall be entitled to deduct from the monthly payment as liquidated damages, a sum of money equal to PKR 20,000/- per day of delay of the which is attributable to the Contractor alone provided that the delay is not caused due to the Purchaser. Provided further that Liquidated Damages shall only be applicable in respect of the Facility installation and set-up is delayed beyond the agreed timelines and any extension granted in timelines.



**21 TERMINATION
Termination for Default**

21.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by prior written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- (a) if the Contractor fails to deliver the cards within the time period(s) specified Delivery Schedule – Annexure E or any extension thereof granted by the Purchaser provided that the default is not rectified within 15 days of the receipt of the notice of default, or
- (b) If the Contractor, in either of the above circumstances, does not cure its failure within a period of three (3) weeks (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Cards or Services similar to those undelivered or unperformed. However, the Contractor shall continue performing its obligations under the Contract to the extent and for the time period notified by the Purchaser provided that the Purchaser shall timely pay to the Contractor for obligations being carried out by the Contractor.

Termination for Insolvency

- 21.3. Subject to Clause 21.4 below, The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

- 21.4 The Purchaser shall, within 30 working days of the date of the termination notice pay the outstanding amount in respect of the approx quantity as mentioned in the Contract, LOA, and/or the Bid Document that at the Agreed Unit Price terms and prices. For the remaining cards, the Purchaser may elect:
 - (a) To have any portion thereof completed and delivered at the Agreed terms and prices and/or.

 - (b) To Procure the remainder and pay to the Contractor an agreed amount for Security Featured MVR Smart Cards

- 21.5. At the expiry/termination of the Contract the Premises shall be handed over to the Purchaser in the event the continuation of use of such Facility is required by the Purchaser the parties shall enter into writing such separate arrangement for effectuating the same.

- 21.6 Termination of this Contract shall be in addition to, and not in substitution for, any other remedies that may be available to any Party serving a notice of termination, and any termination of this Contract by the exercise of such right shall not relieve any Party from any obligations accrued prior to the date of such termination or relieve the Party in default from liability and damages for breach of this Contract.

22 FORCE MAJEURE

- 22.1 Notwithstanding the provisions of Clauses 20, 21, 22 and 24 hereof the Contractor shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 22.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Parties (save the obligation to make the payment) . Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, acts of God, wars or revolutions, fires, floods, earthquakes, terrorism, explosions, suicidal bombings, labor unrest, tempest, strikes and lockout, piracy including marine piracy, kidnapping, murder, robbery and highway looting, epidemics, quarantine restrictions, and freight embargoes or such other events which are beyond the reasonable control of the Contractor but it does not include failure of electricity or embossing system as a cause beyond control.

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

- 22.4. Notwithstanding anything to the contrary herein it is expressly agreed and understood between the parties that the payment obligations of the Purchaser shall not be impacted by the event of Force Majeure and the Purchaser shall be liable to release payments to the Contractor against invoices issued regardless of Force Majeure.

- 22.5 In case of manufacturer is in default of its obligation or bank corrupt or any other unforeseen circumstances the contractor will be liable to supply Security Featured MVR Smart Cards as per specifications mentioned in the RFP form other manufacturer as per criteria mentioned in the RFP for manufacturer subject to the permission of the ET&NC department.

Wahed Saad
14
Wahed Saad
Deputy Director (Administration Wing)



22.6 In case of any mishap / misplacement and theft of Security Featured MVR Smart Cards during the transportation at the stores prescribed by ET&NC Department i.e. Karachi and Other 22 (twenty two) districts of Sindh Province, the Contractor will be liable and limited to manufacture and supply the Security Featured MVR Smart Cards without any charges to the purchaser. The Contractor will inform in writing to the ET&NC department about the incident occurred and exact quantity of Security Featured MVR Smart Cards misplaced / theft along with the registration numbers and other details may be provided and lodge Complaint/FIR at the concerned Police Station.

23 CONFIDENTIAL INFORMATION

- 23.1. All disclosure of information under this Contract will be deemed to be non-confidential unless specifically designated as confidential or proprietary at the time of disclosure or by nature is obviously either confidential or proprietary.
- 23.2. The Parties agree that the Contractor may collect and use the Data including without limitation information shared with the Contractor while providing the Services for purposes and in the form it deems fit provided that the purpose of use falls within the ambit of law at the time of such use.

24 INTELLECTUAL PROPERTY RIGHTS

- 24.1. The Contractor shall indemnify the Purchaser against all third party claims rights including patent, or trademark rights arising from use of the Smart/Finished Card Security Featured MVR Smart Card or any part thereof. The Intellectual Property in the Works and Facility, Data including in the design, lay out, drawings, pattern, emblem, logo, insignia or information developed for the Smart Cards furnished shall be of the Contractor alone. The Purchaser shall bring to the attention of the Contractor any wrongful use or infringement of the Contractor's Intellectual Property which may come to the notice of the Purchaser and to assist the Contractor, if required, in taking all necessary steps at the Contractor's costs to protect and defend such rights.
- 24.2. The Purchaser is entitled to the Design of the Smart Cards and the Finished Cards which shall be provided by the Contractor to the Purchaser in original alongwith all art work and graphics in high resolution format upon finalization of such Design by the Purchaser.

25 RESOLUTION OF DISPUTES

- 25.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2 Notwithstanding the provisions of clauses above, if, after twenty-eight (28) days, from the commencement of informal negotiations between the Parties the dispute remains outstanding and Parties unable to amicably resolve any such disagreement or dispute, either party shall, within one month, require that the disagreement or dispute be referred to arbitration, by one or more arbitrators in accordance with the provisions of the Arbitration Act 1940 (Act X of 1940) as amended from time to time.
- 25.3 The venue of arbitration shall be Karachi, Pakistan.
- 25.4 Each Party shall bear its own cost irrespective of the Arbitral award.
- 25.5 That during the Term, the share holding pattern and management participation of consortium partners shall not be altered or changed in any manner whatsoever without prior approval of the Purchaser.
- 25.6 The contractor being a consortium, all its partners shall be jointly and severally liable for acts and omissions attributable to the Contractor.

26 LANGUAGE OF CONTRACT

The Contract and all documentation related hereto shall be in the English language, the Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.

- 26.2 The Contractor shall bear all costs of translation if required and all risks of the accuracy of such translation.

27 APPLICABLE LAW AND JURISDICTIONS

- 27.1. The Contract shall be governed by and interpreted in accordance with the Laws of Pakistan and both parties shall submit to the non-exclusive jurisdiction of the Courts of Law at Karachi.



NOTICES

28.1 Notice to Contractor

All certificates, notices, instructions or orders to be given to the Contractor by the Purchaser under the terms of the Contract, shall be served by sending the same by registered post, facsimile transmission, email, reliable courier service or leaving the same at the Contractor's principal office at 5th Floor, Dawood Centre, M.T. Khan Road, Karachi, Pakistan or such other addresses as the Contractor shall nominate for the purpose, or by handing over the Notice to the Contractor's representative.

28.2 Notice to Purchaser

Any notice to be given to the Purchaser under the terms of the Contract shall be served by sending the same by registered post, facsimile transmission, email reliable courier service or Leaving the same at the following office:

Excise, Taxation and Narcotics Control, Department Government of Sindh

29 STAMPS / TRANSFER DUTIES / TAXES

29.1. The amount of stamp duty / taxes etc payable in respect of the execution of the Contract and any other payments in lieu of applicable taxes shall be paid by the Contractor.

30 OWNERSHIP OF Security Featured MVR Smart Cards AND READERS

30.1. The Security Featured MVR Smart Card and Smart Card Readers to be supplied pursuant to the Contract shall become the property of the Purchaser as soon the cards are, pursuant to the Delivery Challan, 'Taken Over' by the Purchaser. However, all machinery, equipment, generators lifters and all other objects, materials, Data, Works and all furniture and fixtures installed or placed at the Facility by the Contractor shall be and shall remain to be the exclusive property of the Contractor which the Contractor shall remove upon expiry or termination of the Contract.

31 COMPLIANCE WITH STATUES AND REGULATIONS

31.1. The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

32 WAIVER

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

33 ENTIRE AGREEMENT


33.1. The Contract together with the attached Annexes contains the entire terms and conditions and constitutes the entire agreement between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of the Contract

34 SEVERANCE

If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions. Notwithstanding the terms herein it is agreed and understood between the Parties that the Contractor has incurred substantial costs for procurement and fulfillment of delivery of the Cards under this Contract and accordingly the Purchaser shall indemnify the Contractor for all investments/costs incurred by the Contractor regardless of the declaration of the Contract or any part thereof as void or unenforceable in terms hereof.




IN WITNESS WHEREOF the Parties have executed this Contract on 14th March 2018, at Karachi


14/03/18
Excise Taxation & Narcotics Control
Department Govt: of Sindh

Designation: Deputy Director (Admn)
M.R Wing Karachi

Waheed Shaikh
Deputy Director (Admn)
Motor Registration Wing
Karachi

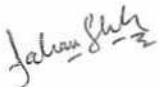

Witnesses


(ABDUL HALEEM SHAIKH)
Secretary
Excise, Taxation & Narcotics
Control Department
Government of Sindh


14/03/18
Contractor


Name: Mohsin Ali

Designation: Chief Commercial Officer
Inbox Business Technologies Limited


14/03/18
Farhan Shah (UP Sales)
41303-9286892-1




DIRECTORATE OF
EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT (ADMN/MVR) KARACHI.
Phone No: 99203671, Fax No: 99203672 Email ID: detnc.admnmvr@gmail.com
Barrack No: 11, Sindh Secretariat No: 4-A, Court Road, Karachi.

No: DVR/MR(61)/SMART CARDS/2017-18/238

Karachi, the 28th February, 2018.

"SAY NO TO CORRUPTION"

To,


M/S Inbox Technologies Ltd
5th Floor, Dawood Centre, PIDC, MT Khan Road
Karachi.

Subject: **PROCUREMENT OF PRODUCTION, PRINTING & SUPPLY OF SECURITY FEATURED MVR SMART CARDS FOR EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT**

Reference: SO(B&A)/ET&NC/3(8)/2015-16(S.C) dated 28.02.2018


I am directed to enclose herewith a copy of cited letter on the noted subject wherein the acceptance of your bid in respect of Security Featured MVR Smart Cards being the lowest bid at the cost of Rs. 697/- per unit for Security Featured MVR Smart Cards and Rs. 36,600/- per unit for 250 Smart Card Reader has been conveyed as per terms and conditions contained therein.

You are requested to furnish your acceptance for the same to proceed further into the matter under SPPRA Rules 2010 (Amended 2017).


EXCISE, TAXATION &
NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI

Copy for information to:

1. The Secretary to Government of Sindh, Excise, Taxation & Narcotics Control, Karachi with reference to letter referred to above.
2. The Director General, Excise, Taxation & Narcotics Control Sindh Karachi.
3. The Deputy Director (ADMN), Motor Registration Wing, Karachi/Secretary Procurement Committee along with a copy of cited letter with the request to furnish draft agreement/contract along with tender documents, corrigendums issued in this regard and other related documents as per the approval of the Competent Authority for onward submission for approval of the Competent Authority and vetting of the same from Law Department.
4. The P. S. to Minister Excise, Taxation & Narcotics Control Sindh Karachi.


EXCISE, TAXATION &
NARCOTICS CONTROL OFFICER
DIRECTORATE (ADMN/MVR)
KARACHI



NO.50 (B&A)/ET&NC/M(8)/2015-16 (SC)
GOVERNMENT OF SINDH
EXCISE, TAXATION & NARCOTICS CONTROL
DEPARTMENT

Karachi dated the 28th February, 2018

To

The Director (Admn/MVR) / Chairman Procurement Committee,
Excise, Taxation & Narcotics Control,
Karachi.

Subject: - PROCUREMENT OF PRODUCTION, PRINTING & SUPPLY
OF SECURITY FEATURED MVR SMART CARDS FOR
EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT.

On the recommendation of the Procurement Committee conveyed vide your letter No:DVR/MR(61)/SMART CARDS/2017-18/417 dated 21st February, 2018 and with the approval of Minister Excise, Taxation & Narcotics Control Sindh on the subject matter, this Department hereby conveys acceptance of lowest bid of M/s. Inbox Business Technologies Ltd. in respect of Security Featured MVR Smart Card at the cost of Rs.697/- (Pak rupees six hundred and ninety seven) per unit for Security Featured MVR Smart Card and Rs.36,600/- (Pak rupees thirty six thousand and six hundred) per unit for Smart Card Reader under Rule 48 of SPPRA Rules, 2010 (Amended 2017) on the following terms and conditions:-

- i) That successful bidder will Produce, Printing & Supply of Security Featured Smart Cards as per specifications provided in the bid documents at the cost of Rs.697/- (Pak Rupees Six Hundred and ninety seven) per unit at the designated stores prescribed by ET&NC Department
- ii) That successful bidder will supply Smart Card Reader/Rider as per specifications provided in the bid documents with complete solution including installation and software at the cost of Rs. 36,600/- (Pak rupees thirty six thousand and six hundred) per unit total quantity 250 units One time supply.
- iii) That the final selection is solely based on the Quoted Bid Amount and as such your offer will be incorporated in the Contract Agreement.
- iv) That the Contractor / Bidder / Supplier shall undertake to bear all kind of taxes (i.e. Stamp Duty / Service Charges / Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges prescribed Federal and Provincial levies.
- v) That the contract agreement shall be signed for the period in the light of provisions as provided under SPPRA Rules 2010 (Amended 2017).

Continued P/2....



Inward No 2289
Date 28/02/2018

- vi) This supply shall be performed strictly in accordance with the conditions as laid down in Tender Bidding Document as well as in Contract Agreement and as per the instructions of the Excise, Taxation and Narcotics Control Department.
- vii) That successful bidder will furnish the 05% Performance Security in shape of Bank Guarantee/Pay Order of the Total Contract value within Fourteen (14) calendar days in accordance with the condition of contract, starting from the date of submitting Performance Security, using for that purpose a request on the successful bidder company letterhead shall be required herewith for necessary action.
- viii) That during the supply of Cards any deviations from the specification of the bid document and any violation of the SPPRA Rules 2010 (Amended 2017) shall make the Agreement between the successful bidder and Excise, Taxation and Narcotics Control Department liable to be cancelled at your risk and cost.

[Handwritten Signature]
20/12/12

SECTION OFFICER (B&A)
FOR SECRETARY TO GOVERNMENT OF SINDH

Copy is forwarded for information and necessary action to: -

1. The Managing Director, Sindh Public Procurement Regularity Authority, Government of Sindh, Karachi.
2. The Director General Excise, Taxation & Narcotics Control Sindh, Karachi.
3. PS to Minister, Excise, Taxation & Narcotics Control Sindh, Karachi.
4. PS to Secretary Excise, Taxation & Narcotics Control Department, Karachi.
5. Office copy

[Handwritten Signature]
SECTION OFFICER (B&A)

Providing agility for the digital age

INBOX BUSINESS TECHNOLOGIES LIMITED
(Formerly Inbox Business Technologies (Pvt.) Limited)

March 13th, 2018

Director (Admn/MVR)
Excise, Taxation and Narcotics Control Department
Barrack 11, Block No. 4-A, Sindh Secretariat
Karachi

Sub: **PROCUREMENT OF PRODUCTION, PRINTING & SUPPLY OF SECURITY FEATURED MVR SMART CARDS FOR EXCISE, TAXATION & NARCOTICS CONTROL DEPARTMENT**

Ref: SO(B&A)/ET&NC/3(8)/2015-16(S.C) dated 28.02.2018
DVR/MR(61)/SMART CARD/2017-18/539 dated 28.02.2018

We refer to your letter of award mentioned herein above whereby you have intimated to us, on the recommendation of the Procurement Committee and with the approval of the Minister Excise, Taxation & Narcotics Control, Sindh, the acceptance of our bid in respect of the subject matter and have requested us to furnish our acceptance of terms and conditions contained therein.

In this regard, we are pleased to convey to you our acceptance of the terms and conditions contained in the letter of award as follows:

- i) We accept that we shall produce, print and supply security featured Smart Cards as per specifications provided to you vide our bid documents at the rate of PKR 697/- (Pak Rupees Six Hundred Ninety Seven only) at the designated store prescribed by ET&NC Department in Contract.
- ii) We accept that we shall provide a one-time supply of 250 units of Smart Card readers as per the specifications provided to you vide our bid documents with complete solutions including the software and installation thereof at the rate of PKR 36,600/- (Pak. Rupees Thirty Six Thousand and Six Hundred) per unit.
- iii) We accept that the final selection shall be solely based on the quoted bid amount and as such our offer will be incorporated in the Contract for Procurement of Production, Printing and Supply of Security Featured Motor Vehicle Registration Smart Card and Readers ("**Contract**").



Head Office: 5th Floor, Dawood Centre, PIDC, M.T. Khan Road, Karachi. Fax: (021) 35633961
Lahore: 5th Floor, Arfa Karim Software Technology Park, Ferozepur Road, Lahore. Fax: (042) 35969317
Islamabad: 16th Floor, 55-B, ISE Towers, Blue Area, Islamabad. Fax: (051) 2895385

UAN: (021) 111-551-551, Website: www.inboxbiz.com

Providing agility for the digital age

INBOX BUSINESS TECHNOLOGIES LIMITED
(Formerly Inbox Business Technologies (Pvt.) Limited)

- iv) We undertake to bear all kinds of taxes i.e. Stamp Duty, Service Charges, Professional Tax, Sales Tax, Income Tax, Zila / Octroi Tax (if any) and all other taxes incidental and prescribed by the Federal and Provincial Government.
- v) We accept that the Contract shall be signed for the period in the light of provisions as provided under SPPRA Rules 2010.
- vi) We accept that this supply shall be performed strictly in accordance with the conditions as laid down in the Contract with Excise, Taxation & Narcotics Control Department.
- vii) We accept that we shall furnish a Performance Security of 5% of the annual contract price renewable every year in the form of a demand draft, pay order of bank guarantee in terms of clause 5.17.2 of the Bidding Documents and Clause 9 of the Contract.
- viii) We accept that during the supply of the cards, any deviation from the specifications contained in the Bidding Documents and any violation of the SPPRA Rules 2010 render us in breach of our obligations.

We trust the above shall be found to be in order by you and we request you to kindly proceed further in this regard.

Yours sincerely,

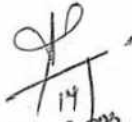

Mohsin Ali
Chief Commercial Officer
Inbox Business Technologies Limited



Received By:



ATTACHED.



Waheed Shaikh
Ecputy Director (Admin)
Motor Registration Wing,
Karachi



ANNEXURE - B - Scope of Work

Purchaser shall be responsible for the following:

- 1) Provide the Contractor with a secure building, located in secure premises (the "Premises") to be used exclusively for Production, Printing, warehousing and supply of the cards and housing the machinery etc. for the same and safe office space
- 2) The responsibility for securing the Premises from the outside shall entirely be with the Purchaser. Custody security – any damage to the equipment caused during the hours of operation and not attributable to the Purchaser inside the Premises allocated shall be of the Contractors
- 3) The ET & NC Department will be responsible for the issuance of Security Featured MVR Smart Card by using their existing offices and will provide secure premises, electricity and other facilities to the Contractor to store, work, data feeding and printing if required at the ET & NC Offices.
- 4) Inform the Contractor forthwith of any unpleasant incident or breach of security taking place at or around the Premises.
- 5) Share daily list of Security Featured MVR Smart Card to be produced by the Contractor and receive at every third working day, the batch of the Security Featured MVR Smart Card from the Contractor; after which the entire responsibility for the Security Featured MVR Smart Card shall rest with the Purchaser and the Contractor shall bear no responsibility whatsoever, with regard to the said Security Featured MVR Smart Card,

Contractor shall be responsible for the following:

- 1) Set up a production facility at the Space provided by the Purchaser. (the "Production Facility") and install therein required machinery along with all requisite spares, parts and equipment (all of which shall be and shall remain the property of the Contractor).
- 2) Furnish and install fixtures at the Production Facility and the Contractor's Office and ensure smooth running thereof include (all of which shall be and shall remain the property of the Contractor).
- 3) Ensure 24/7 security at the Production Facility with the use of adequate number of appropriately placed and properly monitored close circuit cameras, purchased and installed by the Contractor, and the presence of sufficient number of security guards for the same.
- 4) Keep its close circuit cameras and all other security equipment used at and around the Production Facility in good working condition.
- 5) Man and control entry and exit from the Production Facility and its Office; permitting only authorized persons to enter them.
- 6) Ensure effective body search of all persons entering and exiting the Production Facility.
- 7) Maintain all security documents, records and files relevant to entry and exit from the Production Facility and security thereof.
- 8) Remove, upon expiry or termination of the Contract all machinery along with all requisite spares, parts and equipment, all furniture and fixtures, close circuit cameras and all other items, objects and materials installed or placed by the Contractor at the Production Facility.

21/14/03
Waheed Shaikh
Eputy Director (Admin)
Major Registration Wing.



ANNEXURE - C - Price Schedule

Item	Unit Price	Approx Quantity in 5 Years
Security Featured MVR Smart Cards	PKR 697/-	5,000,000
Card Readers/Writers	PKR 36,600/-	250



WSP
14/03

Waheed Shaikh
Deputy Director (Admin)
Motor Registration Wing.
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ANNEXURE - D – Technical Specifications

TECHNICAL SPECIFICATION OF SECURITY FEATURED SMART CARD

Smart Card Specifications:

Material: PC / PET with PVC Surface Finish for Laser engraving Printing Size: 86mm x 54mm x 0.80 mm (ISO 7810 Standard ID-1)

Printing:

- Pre-printed Cards with Security Features
- Card Life 5-7 Years
- The production systems supplied to print Cards must at least follow and support the below specifications.

- Design Both Sides Printing 6-8 Color Printing on Each side of The cards
- Variable printing 3600dpi or above

Security Features required :

- Metallic Effects
- Micro text
- Optical Variable Ink
- Latent / Ghost Image
- Thermochromics Ink Effect
- Guilloche Security
- UV Security Printing On the Both Sides of Card
- Machine Readable Zone
- Contact Chip Data
- QR Code
- Holographic OVD Design hot stamped Hologram (Kinetic Animation/ Flip Image)

Smart Card Contact Chip Specifications:

Chip Architecture:

- RISC based processing core
- DES co-processing block
- AES co-processing block complying to FIPS-197 supporting key lengths up to 192bits
- Public key crypto co-processing block
- Common Criteria EAL 5+ certified for user data protection
- Low power RNG compliant to AIS-31 / FIPS140-2
- Operating temperature of -25C to +85C
- Hardware UID for each chip

Security Protection:

- Against channel & fault attacks
- Against reverse engineering
- Security sensors for clock frequency, temperature, voltage supply and light Active Shielding

Chip Interface:

8-pin contact chip interface module complying to ISO7816-1
ISO 7816 UART Supporting T=0 & T=1 with very high baud rate of upto 512 kbit/sec

Wahed Shaikh
Deputy Director (Admin)
14/



Memory:

- Minimum 64K User memory
- 6 Kbytes of dynamically allocated RAM
- Minimum 200 Kbytes of ROM area for Operating System
- Minimum 100,000 read / write cycles
- Minimum 10 year data retention Operating

System features:

- Loaded on ROM for faster performance
- Support file-system complying to ISO 7816-4 with Secure Messaging
- Support high speed personalization
- Support Multi-app using ISO 7816 file structure system
- Support reading of Chip Hardware Serial Number
- Support Security Environment at all the levels using File Control Parameters
- Support PIN-verification as well as Key-authentication

Smart Card Reader Specifications:

- Windows Hardware Qualified List compliant reader
- Operating System Support: Windows XP, 7, VISTA, Server
- 2008
- Support 32 as well as 64 bit Operating Systems
- Host Interface: USB 2.0 / CCID reader
- Host Interface speed: USD 12 M Bps
- Insert / Remove Cycles: minimum 100,000 times
- Power Source: USB
- Security Certifications: FIPS201
- Card Acceptor: Friction OR Landing
- Card - Reader Communication: up to 500Kbit/sec
- Protocol: ISO 7816 T=0 & T=1, EM optional
- Operating Voltage: ISO 7816 Class A, B & C
- Safety and Environment: FCC Class B, CE & RoHS
- Provision of (SDK) for Integration, development platform

JP
19/05
Wahed Shaikh
Country Director (Adman)
Software
Kazakhstan Wing.

Alam


ANNEXURE - E – Delivery Schedule


Sr. No.	Task	Details	Timeline
1	Delivery of Solution	<p>1) Survey and Site Setup of Facility Survey to be done by the contractor for the development of Facility</p> <p>After survey and finalizing the space, facility is to be developed by the contractor. Also after site survey, the warehouses will be developed in Zonal Offices</p> <p>2) Communication Infrastructure Infrastructure to be developed by the contractor for communication between the Excise MVR System and internal production system of the contractor</p> <p>3) Hardware Procurement Hardware to be procured by the contractor for complete setup of production facility including, machinery, equipment, auxiliaries etc.</p> <p>4) Server System Setup IT Server procurement and development by the contractor for successfully running the operations of the facility</p> <p>5) Software Software means development to be done by the contractor for the web services portal where the status of the card printing will be displayed</p> <p>6) Hiring of Resources Resources to be hired by the contractor for running the operations of the facility</p> <p>7) Installation Installation to be done by the contractor for all the machinery, equipment and resources.</p>	120 Days
2	Smart Cart Readers/Writers (250 Units)		One Week after 120 Days
3	Delivery of Security Featured MVR Smart Cards		In batches every third working day after


 14/05
Waheed Shaikh
 Deputy Director (Admin)
 Motor Registration Wing,
 Mumbai

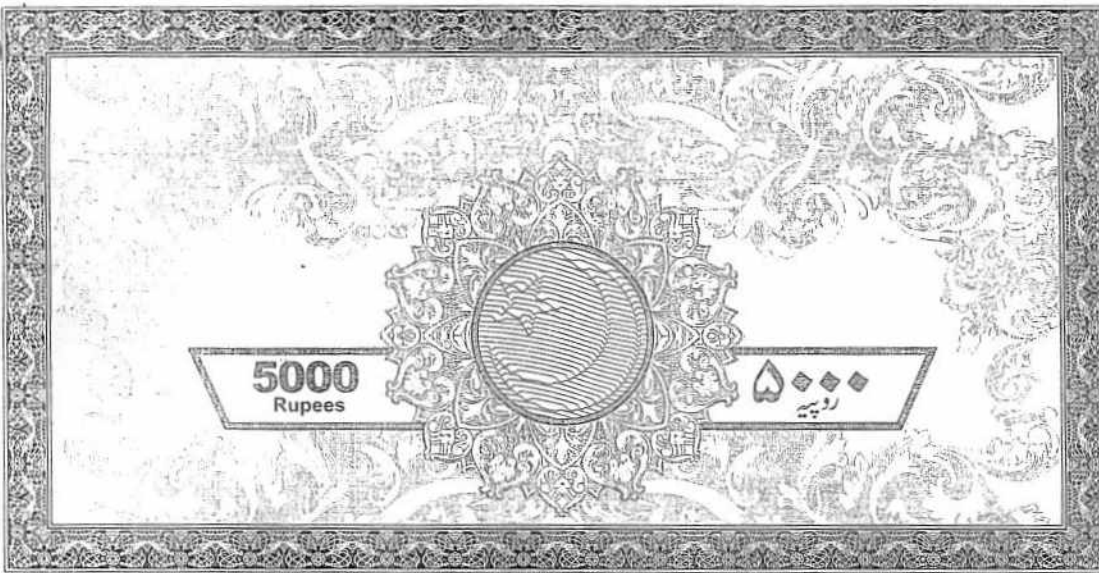


ANNEXURE - F – Project Plan

Project Plan		Schedule		Task Wise	
CATEGORY	TASK	START	END	Starting Day	Task Days
	Proposal Acceptance & Project Purchase Order	0	2	0	2
	Planning and Signoff with E&T	3	33	3	30
Survey and Site Setup of Facility	Survey of facility	7	9	7	3
	Setup of Facility	10	69	10	60
Communication Infrastructure	Network Deploying	45	74	45	30
	Network Testing	75	79	75	5
Hardware Procurement	Hardware Ordering	32	34	32	3
	Hardware Delivery	35	64	35	30
Server System Setup	Hardware Implementation	40	54	40	15
	Link Creation	55	60	55	6
	Testing	61	63	61	3
Software	Development of software	50	89	50	40
Hiring of Resources	Management Team	58	86	58	29
	Technical Team	58	86	58	29
	Operations Team	58	86	58	29
Installation	Equipment	80	100	80	21
	Equipment testing	100	109	100	10
	Full System tests	110	114	110	5
	Final Acceptance & System Launch	115	120	115	6


 14/08
Waheed Shaikh
 Deputy Director (Admin)
 Motor Rehabilitation Wing.





STAMP OFFICE CITY COURT, KARACHI

Issued to: Summit Bank Ltd
 CNIB A/B/C No: 11221 5111111111
 With DS/TS: 21 Dt: 9/2/18
 On receipt of Cash/Chq: 200 Dt: 9/2/18
 For the purpose of: Bank
 Entry No: 11221 5111111111 Dt: 9/2/18

From:
 Summit Bank Limited
 11 Chundrigar Road 18W Branch, Karachi

LG # 1993/BG/PB/227/18
 Amount : PKR 35,307,500/-
 Date of issuance: March 12, 2018
 Expiry Date: March 11, 2019
 Claim Lodgment Date : March 11, 2019

To:
 Director (Admin/MVR),
 Excise, Taxation & Narcotics Control Department
 Barrack 11, Block No 4-A, Sindh Secretariat
 Karachi Karachi

Fax No: 021-99203672

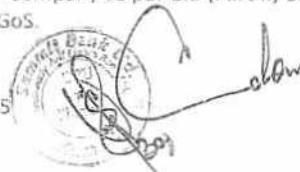
Email: detnc.admnmvr@gmail.com

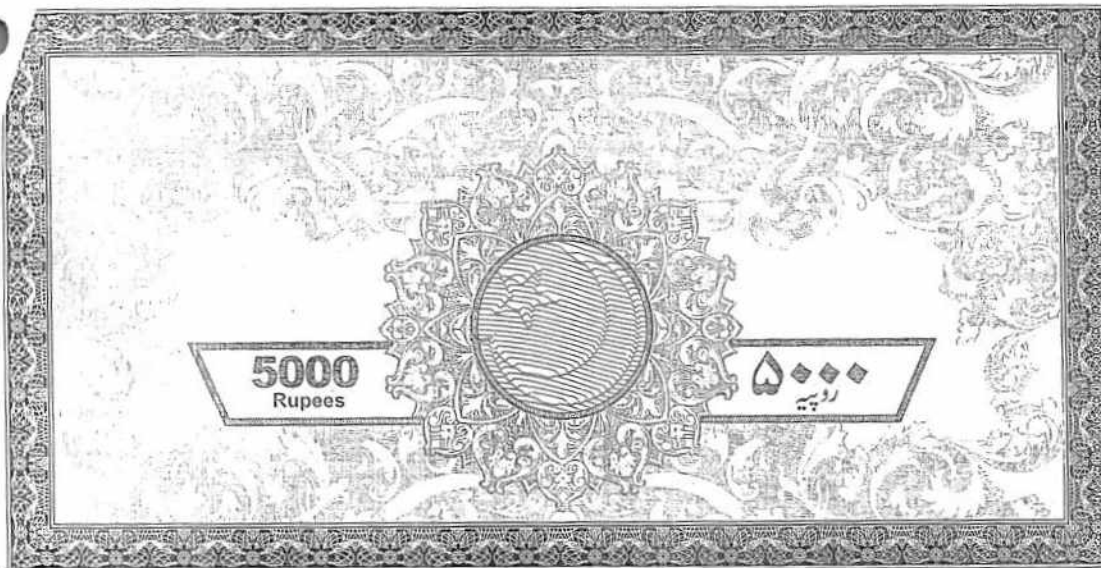
A. Inbox Business Technologies Limited (the "Company") has Bid for the Selection of Bidder or the Production, Printing and Supply of security featured vehicle registration smart card (hereinafter referred to as "the Contract") and has been selected as the Preferred Bidder and has been intimated through the Letter of acceptance vide letter No. DVR/MR (61)/SMART CARDS/2017-18/539 dated 28th February 2018 ("the Lol") issued by Excise, Taxation & Narcotics Control Department GoS.

B. Inbox Business Technologies Limited is required to fulfil the Conditions Precedent in accordance with the Contract Agreement (the "Agreement") to be executed between it and Excise, Taxation & Narcotics Control Department GoS for the Contract.

C. As per the terms of Clause 18.1.c of the Bid (Part II) document issued by Excise, Taxation & Narcotics Control Department GoS, the Company is required to furnish to Excise, Taxation & Narcotics Control Department GoS an unconditional & irrevocable Bank Guarantee for an amount of Rs. 35,307,500/- (Pak Rupee Thirty Five Million, Three hundred and seven thousand and five hundred only) as Performance Security.

D. The outstanding Quoted Bid Amount is to be paid as per Agreement signed between Excise, Taxation & Narcotics Control Department GoS & the Company as per Bid (Part II) document issued by Excise, Taxation & Narcotics Control Department GoS.





STAMP OFFICE, CITY COURT, KARACHI

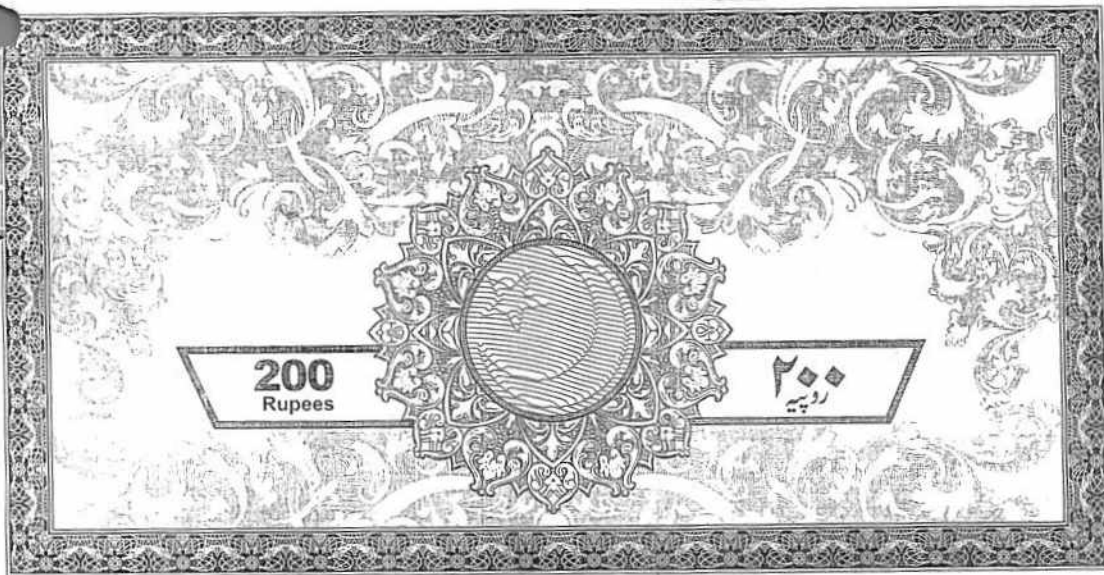
(RUPEES FIVE THOUSAND ONLY)

Issued to: Summit Bank Ltd
 CNIC/LEC No: NP-57, 8144032
 Vide D.S.R. No. 21 Dt. 2/2/18
 On behalf of Challan No. 200 Dt. 2/2/18
 for the purpose of SP
 Entry No. 21 Dt. 2/2/18
 Tax Officer Vendor

LG # 1993/BG/PB/227/18
 Amount : PKR 35,307,500/-
 Date of issuance: March 12, 2018
 Expiry Date: March 11, 2019
 Claim Lodgment Date : March 11, 2019

E. Summit Bank Limited (the "Guarantor") has agreed to give Excise, Taxation & Narcotics Control Department GoS the above mentioned guarantee on the terms set out herein.

1. We, Summit Bank Limited (the "Guarantor") with its registered office at 6B, F-6, Super Market, Islamabad., guarantee to pay Excise, Taxation & Narcotics Control Department GoS upon first written demand and without any deduction any sum claimed by Excise, Taxation & Narcotics Control Department GoS upto a maximum of Rs. 35,307,500/- (Pak Rupee Thirty Five Million, Three hundred and seven thousand and five hundred only) (the "Guaranteed Sum") subject to the conditions set out below.
2. Excise, Taxation & Narcotics Control Department GoS shall make a demand no greater than the sum equivalent to the obligation amount of the Company.
3. The copy of the demand by Excise, Taxation & Narcotics Control Department GoS has been sent to the Company.
4. The Guarantor irrevocably promises to pay upon the receipt of a written demand from Excise, Taxation & Narcotics Control Department GoS, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to Excise, Taxation & Narcotics Control Department GoS.
5. This guarantee is valid and effective from 12th March 2018 and shall remain in full force and effect for 12 months thereafter. This Guarantee shall be valid and effective upto [11th March 2019] for enabling Excise, Taxation & Narcotics Control Department GoS to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee.



07 FEB 2018

32794

SUMMIT BANK

[Handwritten signature]

LG # 1993/BG/PB/227/18
Amount : PKR 35,307,500/-
Date of issuance: March 12, 2018
Expiry Date: March 11, 2019
Claim Lodgment Date : March 11, 2019

- 6. The Guarantor agrees that its obligation to pay any demand made by Excise, Taxation & Narcotics Control Department GoS before the expiry of this Guarantee will continue until the amount demanded has been paid in full. However, if Excise, Taxation & Narcotics Control Department GoS does not make written demand within specified period, the Guarantor will be discharged from all its obligations at the expiry of the Guarantee.
- 7. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of Excise, Taxation & Narcotics Control Department GoS. Excise, Taxation & Narcotics Control Department GoS will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
- 8. This Guarantee binds the Guarantor, its successors and permitted assigns.
- 9. The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under Laws of Pakistan.

Date : March 12, 2018

FOR AND BEHALF OF SUMMIT BANK LIMITED

[Handwritten signature]
Authorized signature
Summit Bank Limited
P.O. Box 119
Assistant Vice President
51101-128



[Handwritten signature]
Authorized signature

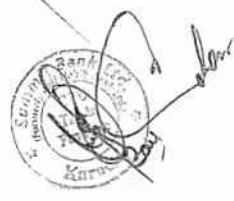


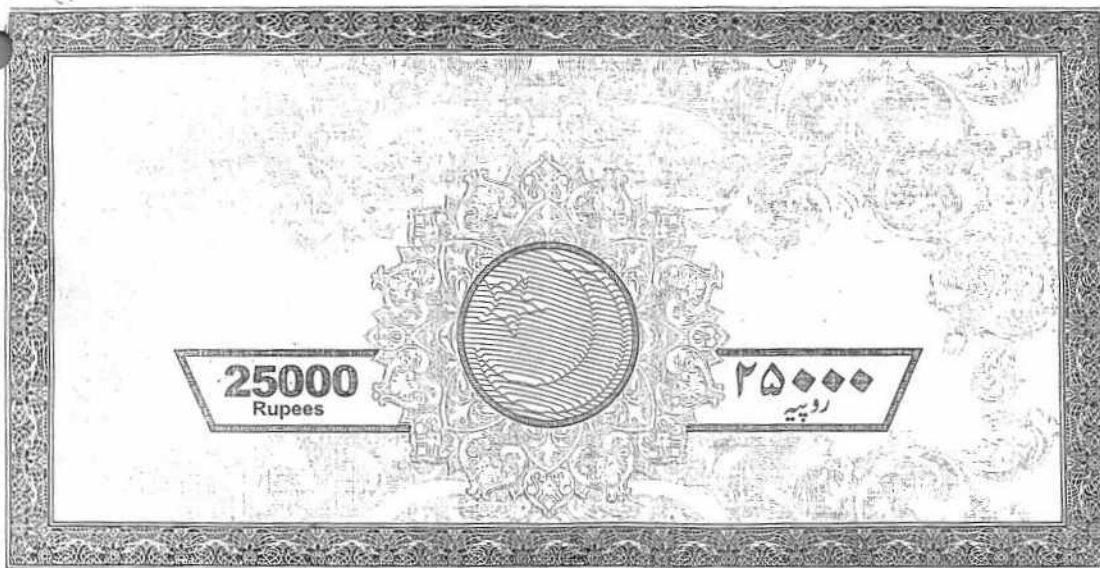
07 FEB 2018

ANIL ANILAR SYSTEM VENDOR
F-10/5, Street # 04, New Ruby Centre,
Chalpur Road, F-10/5, Islamabad, Pakistan
32795
DATE
SUMMIT BANK
Signature



LG # 1993/BG/PB/227/18
Amount : PKR 35,307,500/-
Date of issuance: March 12, 2018
Expiry Date: March 11, 2019
Claim Lodgment Date : March 11, 2019





STAMP OFFICE CITY COURT KARACHI

Issued to: Sumit Bank Ltd
 CNIC/EG No: 42301-61746377
 Vide D.S.R. No. 17 Dt. 26/12
 On behalf of Challan No. 176 Dt. 26/12
 for the purpose of APV
 Entry No. 17 Dt. 26/12
[Signature]
 Ex Officio Vendor

RUPEES TWENTY FIVE THOUSAND ONLY

LG # 1993/BG/PB/227/18
 Amount : PKR 35,307,500/-
 Date of issuance: March 12, 2018
 Expiry Date: March 11, 2019
 Claim Lodgment Date : March 11, 2019

[Signature]

[Signature]

ATTACHED,


WS
14/03

Waheed Shaikh
Deputy Director (Admin)
Motor Registration Wing



ANNEXURE - H – Responsibility Matrix

Sr. No.	PURCHASER	CONTRACTOR
1	ACCESS TO MVR SYSTEM FOR DATA RETRIEVING through software application developed by the contractor	Develop software application for automatic demand generation for printing and encoding of the card and for card status update on web application
2	Provide rent free space along with primary and backup power for development of production facility of VRC	Provide 250 card readers/writers, one time, at the start of the project to the Purchaser
3	Provide necessary approvals for card design and layout of fields including: a) Card Design b) Technical proof c) Fields to be printed on card d) Layout of fields e) Provision of Details to be included in Chip of the card f) Provision of details to be included in MRZ(Machine Readable Zone) g) Any other relevant details	Supply of Security Featured MVR Smart Cards as per requirement
4	No change in location of facility once established by the Contractor unless the complete ET & NC Department Office is shifted from the existing location and adequate time of 30-45 days will be provided to th contractor for shifting.	Develop and operate MVRC Printing facility for complete contractual period and Ensure smooth operations of the MVRC Printing facility for the production of Security Featured MVR Smart Cards.
5	Provision of required time for arrangements in case of change of design is required	Provide Jacket/Sleeves along with printed MVRC
6	Ensure safety and security of the printed MVRC's warehoused within Facility before the delivery to the nominated representative of the Purchaser	Provide and ensure internal safety of the MVRC Printing facility
7	Nominate Team members for coordination with the Contractor	Nominate Team members for coordination with the Purchaser
8	Assist and coordinate the Contractor for any operations related task during the contractual period	Provision of printed security featured vehicle registration card for complete contractual period
9	Clear timely payments of the Contractor	Raise timely invoices as per payment terms of the contract.
10	Deliveries of Security Featured MVR Smart Cards	At printing Facility


 14/7
Waheed Shaikh
 Deputy Director (Admin)
 for R: Excavation Wing.





ATTACHED.

14/03



Waheed Shaikh
Deputy Director (Admin)
Motor Registration Wing
Karachi

“Providing agility for the digital age”

INBOX BUSINESS TECHNOLOGIES LIMITED
(Formerly Inbox Business Technologies (Pvt.) Limited)

Integrity Pact

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC.
PAYABLE BY THE CONSULTANTS/SUPPLIERS/CONTRACTORS OF GOODS,
SERVICES & WORKS**

The Contractor hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh 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, the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoS, except that which has been expressly declared pursuant hereto.

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

The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, the Contractor 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Contractor

Name: MOHSIN ALI
Title / Position: Chief Commercial Officer
Company Name: Inbox Business technologies
Limited
Date: 13th March 2018



Head Office: 5th Floor, Dawood Centre, PIDC, M.T. Khan Road, Karachi. Fax: (021) 35633961
Lahore: 5th Floor, Arfa Karim Software Technology Park, Ferozepur Road, Lahore. Fax: (042) 35969317
Islamabad: 16th Floor, 55-B, ISE Towers, Blue Area, Islamabad. Fax: (051) 2895385
UAN: (021) 111-551-551, Website: www.inboxbiz.com