Contract

For

Consultancy for Customized Software Development of Land Administration and Revenue Management Information System, Scanning and Indexing of Manual Registers and Supervision of Data Entry of Land Record

Contents

CONTRACT FOR CONSULTANTS' SERVICES

between

Government of Sindh

and

M/s Accountancy Outsourcing Services (Private) Limited

Dated: 26-04-2012

I. Form of Contract

THIS AGREEMENT is made at Karachi, this 26th day of April, 2012

BETWEEN

The Government of Sindh with the approval of Senior Member Board of Revenue Sindh through Project Director LARMIS, having its office at 1st Floor, ST-4, Project Management Unit, Adjacent Zinuddin Hospital, Clifton, Karachi (hereinafter referred to as the **"Government"** and alternatively as the **"Client"**, which expression shall, wherever context so permits, include its successors-in-office, representatives and assigns), of the First Part;

AND

M/s Accountancy Outsourcing Services (Private) Limited, a private limited company incorporated under the laws of Pakistan having its office at 7th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Software Technology Park, Egerton Road, Lahore (hereinafter referred to as the **"Consultant"** and alternatively as the **"Consultant"**, which expression shall, wherever context so permits, include its successors-in-interest, representatives and assigns), of the Second Part.

WHEREAS:

(1) The Purchaser, with the approval of the Government, invited bids for the procurement of services for Consultancy for Customized Software Development of Land Administration and Revenue Management Information System (LARMIS), Scanning and Indexing of Manual Registers and Supervision of Data Entry of Land Record serving its various functional areas as specified in **Appendix A.**

(2) The Consultant, in response to the invitation for bids, submitted its bid for the provision of Consultancy for Customized Software Development of Land Administration and Revenue Management Information System, Scanning and Indexing of Manual Registers and Supervision of Data Entry of Land Records.

(3) The Consultant has agreed to provide to the Purchaser services for LARMIS, as specified in Appendix A, and deliver the software and documentation on optical media and hard copies (if applicable) and to provide support and maintenance upon the terms and conditions hereinafter contained.

NOW THEREFORE the parties hereto hereby agree as follows:

i. The following documents attached hereto shall be deemed to form an integral part of this Contract:

    I.   The General Conditions of Contract;
    II.   The Special Conditions of Contract;
    III. The following Appendices:
        Appendix A: Description of Services
        Appendix B: Key Personnel
        Appendix C: Services and Facilities Provided by the Client
        Appendix D: Performa for Bank Guarantee for Advance Payment
        Appendix E: Third Party Licenses for Facilitation Centers
        Appendix F: Reporting Requirements

ii. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

    a.   the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

    b.   the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of <THE CLIENT>, Board of Revenue, Government of Sindh

ZULFIQAR ALI NIZAMANI
Project Director (PMU)
Board of Revenue
Government of Sindh

Witness No. 1

Rahim Bux Brohi Deputy Director (P&A)

Witness No. 2

07/05/12

Maj Ahmed Laghari Director IT

For and on behalf of <THE CONSULTANT> M/s Accountancy Outsourcing Services (Private)

Amanullah (Muhammad Amanullah)

[Authorized Representative]

Witness No. 1

(Ayaz Muhammad Khan)

Witness No. 2

(Waseem Ashm)

1. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time;

(b) "Acceptance Date" means the date on which the Software is accepted or deemed to be accepted by the Purchaser pursuant to Appendix A Clause 2.7;

(c) "Area" means the geographical boundary of the Province of Sindh within which the Program Material shall be used;

(d) "Client" means Government of Sindh which will hire the Services from the Consultant under the Contract;

(e) "Consultant" means Accountancy Outsourcing Services (Private) Limited which will provide the Services to the Client under the Contract;

(f) "Contract" means the Form of Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices;

(g) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 3 (GC);

(h) "Delivery Date" means the date on which the Program Material shall be delivered and deployed as specified in Appendix A Clause 3;

(i) "Deployment" means deployment and operation of LARMIS Software as per the locations, quantity of computers and time period mentioned in Appendix A Clause 3;

(j) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(k) "Foreign Currency" means any currency other than the currency of the Client's country;

(l) "GC" means these General Conditions of Contract;

(m) "Government" means the Government of Sindh;

(n) "Local Currency" means Pakistani Rupees (PKR);

(o) "LARMIS License" means the license granted by the Consultant pursuant to Clause GC 11.1;

(p) "Location" means all such premises owned, occupied or operated by the personnel of or, under the authority of the Purchaser in the Area;

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;

(r) "Personnel" means persons hired by the Consultant and assigned to the performance of the Services or any part thereof;

(s) "Program Documentation" means any documentation reduced in eye-readable form by the Consultant and supplied to the Purchaser as deliverable documents specified in Appendix A Clause 2.6;

(t) "Purchaser" means the Client;

(u) "Release" means the modified or improvised version of the Software released by the Consultant from time to time or, if no Release has been accepted, the original Software;

(v) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;

(w) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto;

(x) "Software" means the Software for Land Administration and Revenue Management Information System (LARMIS) in compiled, installable, machine readable and executable form as specified in Appendix A;

(y) "Software Standards" means the authoritative and latest Software Standards appropriate to the Software development practices according to Microsoft;

(z) "Support and Maintenance Services" means the maintenance of services provided by the Consultant under Appendix A;

(aa) "Third Party Software" means the Software required to run the Land Administration and Revenue Management Information System (LARMIS) application and not developed by Consultant, as listed in Appendix E;

(bb) "Training" means the users training as specified in Appendix A;

(cc) "In writing" means communicated in written form with proof of receipt;

(dd) "Use of the Software" means the storage and running of the Software;

(ee) "Use of the Program Materials" means the use of the Software and reading of the Program Documentation in conjunction with the Use of the Software and training of users;

(ff) "Works" means all works done or completed including provision of services by the Consultant under the Agreement;

1.2.	Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. **Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. **Notices**

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. **Location** The Services shall be performed at such locations as are specified in SC.

1.6. **Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7. **Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8. **Taxes and Duties** The Consultant shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9. **Fraud and Corruption**

1.9.1. It is required that the Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client :

(a) Defines, for the purpose of this provision, the terms set forth below shall have the meaning and interpretation as follows:

(i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2.

(a) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract;

1.9.3. Commission and Fees

(b) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party as specified in SC.

2.5. Force Majeure

2.5.1.

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6. Termination

2.6.1. By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than sixty (60) days' written notice of termination to the Consultant:

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within sixty (60) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the Parties by their mutual consent and for any reason whatsoever decide to terminate the contract.

2.6.2. By the Consultant The Consultants may request to terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within thirty (30) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment Upon Termination Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings third Parties.

3.2. Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

3.2.2. Consultant And Affiliates Not To be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3. Prohibition Of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Reporting Obligations

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix F hereto, in the form, in the numbers and within the time periods set forth.

(b) All the reports shall be delivered in the form of hard copy and soft copy on optical media

| 3.5. | Documents Prepared by the Consultant | (a) All plans, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client |

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC Clause 3.3.

CONSULTANT'S PERSONNEL

| 3.6. | Description of Personnel | The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix B. The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Client. |

| 3.7. | Removal and/or Replacement of Personnel | (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. |

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. The replacement will be made in consultation and approval with the Client. Consultant shall provide at least three CVs of equivalent qualification and experience of the replacement.

OBLIGATIONS OF THE CLIENT

| 4.1. | Assistance and Exemptions | The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC. |

| 4.2. | Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. |

| | Services and Facilities | The Client shall make available free of charge to the Consultant the Services and Facilities listed under SC. |

5. PAYMENTS TO THE CONSULTANT

5.1. Lump-Sum Payment
The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 4.2, the Contract Price may only be increased above the amounts stated in Clause 5.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

5.2. Contract Price
(a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

5.3. Payment for Additional Services
For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

5.4. Terms and Conditions of Payment
Payments will be made in favor of Consultant and according to the payment schedule stated in the SC.

6. GOOD FAITH

6.1. Good Faith
The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7. SETTLEMENT OF DISPUTES

7.1. Amicable Settlement
The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Resolutions
Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8. SECURITIES

8.1. Performance Security

(a) The Consultant shall, within fifteen (15) days of the signing of Contract, provide a security for the due performance of the Contract in the amount and currency specified in the SC.

(b) The security shall be a performance guarantee in the form prescribed by the Client (i.e. bank guarantee, pay order).

(c) The security shall automatically become null and void after 90 days to the completion of the contract.

9. GUARANTEES AND LIABILITIES

9.1. Defect Liability

The Consultant warrants that the System shall be free from defects in the design, and workmanship of the Customized Software. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in the SC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

9.2.

The Warranty Period shall commence from the date of User Acceptance of the Customized Software (or of any major component) and shall extend for the length of time specified in the SC.

9.3

If during the Warranty Period any defect as described in GC Clause 9.1 should be found in the design and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Consultant, the Consultant shall promptly, in consultation and agreement with the Client provide appropriate remedy of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Consultant shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect.

9.4.

The Consultant shall not be responsible for the repair, replacement, or making good of any defect of any damage to the System arising out of or resulting from any of the following causes:

(a) An operation by the client against the provided guideline of the consultant;

(b) Normal wear and tear in application source code;

(c) Use of the System with items not supplied by the Consultant, unless otherwise identified in the Technical Requirements, or approved by the Consultant;   or

(d) Modifications made to the System by the Client, or a third party, not approved by the Consultant.

9.5.

The Client shall give the Consultant a written notice promptly following the discovery of a defect, stating the nature of any defect together with all available evidence. The Client shall afford all reasonable opportunity for the Consultant to inspect any such defect. The Client shall afford the Consultant all necessary access to the System and the site to enable the Consultant to perform its obligations under this GC Clause 9.

9.6. The Consultant may, with the consent of the Client, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site.

9.7. If such part fails the tests, the Consultant shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Client and the Consultant.

10. COPYRIGHT

10.1. The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights as specified in SC.

11. SOFTWARE LICENSE AGREEMENTS

11.1 The Consultant hereby grants to the Client license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

(a) be:

(i) nonexclusive;

(ii) fully paid up and irrevocable;

(iii) valid throughout the territory of the Province of Sindh;

(b) permit the Software to be:

(i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Consultant's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;

(ii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

(iii) reproduced for safekeeping or backup purposes;

(iv) customized, adapted, or combined with other computer software for use by the Client, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

(v) as specified in the SC, disclosed to, and reproduced for use by, support service Consultants and their sub Consultants, (and the Client may sublicense such

persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

11.2   The Standard Software may be subject to audit by the Client, in accordance with the terms specified in the SC, to verify compliance with the above license agreements.

II.   Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2.	The Laws of Pakistan.
1.3.	English.
1.4.	The addresses are: **Consultant:** Name: M/s Accountancy Outsourcing Services (Private) Limited Address: Building # 3, Floor # 7, Aiwan-e-Iqbal Complex, Edgerton Road, Lahore Tel. No.: +92-42-36316384 Fax No.:+92-42-36306033 Email:larmis@aoserv.com **Client:** Name: Project Management Unit, Board of Revenue, Government of Sindh Address: 1st Floor, ST-4, Project Management Unit, Adjacent Ziauddin Hospital, Clifton, Karachi Tel. No.: +92-21-99251370 Fax No.:+92-21-99251373 Email:
1.5.	Location as specified in Appendix A hereto.
1.7.	The Authorized Representatives are: For the Client: Name: Project Director, PMU (BOR) Contact Number: +92-21-99251370 Address: 1st Floor, ST-4, Project Management Unit, Adjacent Ziauddin Hospital, Clifton, Karachi For the Consultant: Name: Muhammad Amanullah Contact Number:+92-42-36316384 Address: : Building # 3, Floor # 7, Aiwan-e-Iqbal Complex, Edgerton Road, Lahore

	Each signatory hereto represents and warranty to the other that he or she is the appointed representative of the party on whose behalf he or she has signed this Agreement and has the actual and unconditional authority and is duly authorized to sign for and bind that party.
1.8.	Income Tax shall be deducted from each payment made to the Consultant as per Income Tax Rules and Regulations prescribed by Government of Pakistan.
	Each party shall be liable for its own taxes. The prices quoted by the Consultant in its financial proposal will be considered inclusive of all applicable taxes.
2.1.	The Effective Date is the date of signing of the Form of the Contract.
2.2.	15 days.
2.3.	24 months from the date of commencement of services.
2.4.	This Contract sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Contract. In the event of any one or more of the provisions of this Contract shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired and the invalid, illegal and unenforceable provision(s) shall be replaced by mutually acceptable provision(s), which being valid, legal and enforcement come(s) nearest to the intention of the Parties. It is acknowledged and agreed that this Contract constitutes the legal, valid and binding obligation between the Parties hereto and shall be binding upon each Party's respective, successors and assign. This Contract may not, in whole or in part, be modified or terminated on the basis of any negotiation or discussion between the Parties and no release here under shall be effective except by the means of a written instrument executed and approved by the Parties. No failure or delay by either Party in exercising any rights, power or privilege under this Contract shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of that right, power or privilege preclude any other to future exercise thereof
3.3	The Consultant and its respective affiliates and subsidiaries and the client officers/officials, consultants etc. shall keep confidential and not disclose, publish, sell, trade or disseminate in any manner to any third party any technical information, data, business or trade secrets, other proprietary information or other similar information ("Confidential Information") provided by a Party during and after the course of this agreement without written consent from other Party. The Confidential Information is the exclusive property of the Party providing the same and if possible, shall be returned to the respective party or if permitted copies exist, destroyed upon termination of this Agreement. The Confidential Information shall not be used by the consultant for its benefit during and after the course of this Agreement.
	The Client shall help the Consultant by providing: 1. Access to deployment sites as and when requested by the consultant 2. Presence of trainees on training sites as per agreed schedule 3. Sites and/or Equipment for User Acceptance Testing

	4. Information about bugs etc. on the agreed templates and as per procedures set forth during the execution of this project Approval of forms, reports, specifications, if any in a timely manner as per schedule. This will also include the Appendix C.
5.1	Payments for scanning and indexing, supervision of data entry and training of PMU (BOR) staff shall be based on actual quantity of data and unit price fixed according to payment clause 5.4.

5.2	A. The contract price:
	    Foreign Currency: N/A
	    For local currency: 523,922,786
	Pak rupees five hundred twenty three million, nine hundred twenty two thousand, seven hundred eighty six only. In case of any discrepancy in the payments, financial proposal shall prevail.

5.4.	**Advance Payment:** An amount equivalent to 20% of the total cost of the contract will be paid against the provision by the Consultant of an Advance Payment Guarantee of the same amount acceptable to the Client in the form set forth in Appendix D. The advance payment guarantee shall be valid up to expiry of this contract. The advance payment shall be adjusted proportionately from the subsequent invoices of the Consultant. Client shall issue a certificate for the release of advance payment bank guarantee proportionately as deducted by Client from the subsequent invoices of the Consultant. All other payment shall be made after the conditions listed in the table below for each payment has been met, the Consultant has submitted an invoice to the Client specifying the amount due and the Client has accepted the deliverable/work done. Mobilization advance will be deducted on each invoice equal to the percentage of invoice raised by the client. **Component:** Software Development of Land Administration and Revenue Management Information System **Total Component Value:** 103,010,386

Activity	Deliverables/ Milestone	Condition for Payment	Payment Pak RS.
Software Development	Mobilization Advance	20% of the total Software component value to be paid at the signing of the contract against Advance Payment Guarantee which would be adjusted within 6 months.	20,602,077
	Submission of the Requirements Specification Document	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid upon the submission of the Requirement Specifications Documents and the acceptance thereof by the Purchaser.	10,301,039
	Delivery of the Scanning and Indexing Software	15 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid upon delivery of Scanning and Indexing Software	15,451,558
	Delivery of the Data Entry	15 % (Mobilization Advance if Paid would be adjusted for	15,451,558

System	accordingly) of the total Software component value to be upon delivery of the Data Entry Software System
Submission of the Design Specification for the Complete System	15 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid upon submission of the Design Specification Document for the Complete System and the acceptance thereof by the Purchaser.
Delivery of the final software system as per the Schedule of Requirement in RFP	25 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid upon delivery of the Software System
At the successful operation at the first Facilitation Centre	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid at the successful operation of the first Facilitation Centre.
At the successful operation of the 6th Facilitation Centre	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Software component value to be paid at the successful operation of the 6th Facilitation Centre launched within 12 months from date of signing of contract.

Component: Scanning and Indexing of Manual Registers

Total Component Value: 238,650,000

Price Schedule

Requirement	Quantity	Unit Price
Scanning and Indexing of Manual Register Pages for Approximately 15 Million Pages. The payment would be made based on actual number of pages scanned and indexed @ the Unit Price quoted.	15,000,000	15.91

Payment Conditions

Activity	Deliverables/ Milestone	Condition for Payment
Scanning and Indexing	Mobilization Advance	20 % of the total scanning and indexing component to be paid at the signing of the contract.
	Scanning and Indexing	Consultant will submit monthly invoice of scanning/indexing

| | deliverable | work done, the work will delivered in the form of DVD. 15 % (Mobilization Advance if Paid would be adjusted for accordingly on every Invoice).

Project Director (PMU) BOR will be cleared the invoice within 14 days of the submission date. | record |
|---|---|---|---|

Component: Supervision of Data Entry of Land Record

Total Component Value: 151,800,000

Price Schedule

Requirement	Quantity	Unit Price	Total Price
Supervision and Management of Data Entry for Approximately 30 Million Entries. The payment would be made based on actual number of Data Entries @ the unit price quoted.	30,000,000	5.06	151,800,000

Payment Conditions

Activity	Deliverables/ Milestone	Condition for Payment	Payment Pak Rs.
Data Entry supervision and Management	Mobilization Advance	20 % of the Data Entry and Management component value to be paid 15 days prior to the scheduled start of Data Entry Supervision Work.	30,360,000
	Data Entry supervision and management	Data Entry (DE) supervision work will not start until the award of tender has been made to a DE Consultant.

Once the DE work has started the Consultant for DE supervision will invoice monthly the supervision work as a factor of the entries accomplished by the Data Entry Consultant.

20 % (Mobilization Advance if Paid would be adjusted for accordingly on every Invoice).

Project Director (PMU) BOR will be cleared the invoice within 14 days of the submission date. | As per delivered record |

Component: Training of BOR Staff

Total Component Value: 27,462,400

Activity	Deliverables/ Milestone	Condition for Payment	Payment Pak Rs.
Training	Mobilization Advance	20% of the Training of BOR Staff component value to be paid 15 days prior to the scheduled start of Training.	5,492,480
	Local Training of BOR staff	60% Payment upon the completion of local training (i.e. each district headquarters and BOR Offices at PMU Karachi and Hyderabad) required as per section 4.8 of the RFP. 20% (Mobilization Advance if Paid would be adjusted for accordingly)	16,477,440
		Consultant shall be responsible to conduct training of maximum of 2425 trainees.	
		After the completion of any batch of trainees, Consultant can submit the invoice @ Rs. 6,795 per trainee.	
		The training activity for all the batches shall be completed within 12 months after signing of Consultant.	
		Project Director (PMU) BOR will be cleared the invoice within 14 days of the submission date.	
	Foreign Based Training	40% Payment upon the completion of foreign based project management training required as per section 4.8 of the RFP 20% (Mobilization Advance if Paid would be adjusted for accordingly)	10,984,960
		Foreign based training for Project Management Staff maximum of 30	

| | | personnel as recommended by PMU BOR. |
| | | The training shall be completed within 9 months after signing of Consultant. |

Component: Design and Detailed Specifications of ICT Infrastructure of Data Centres and Facility Centres

Total Component Value: 3,000,000

Activity	Deliverables/ Milestone	Condition for Payment	Payment Pak Rs.
Design and Detailed Specifications of ICT Infrastructure of Data Centres and Facility Centres	Design and Detailed Specifications of ICT Infrastructure of Data Centres.	50% Payment upon the submission of Design and Detailed Specifications of ICT Infrastructure of Data Centres	1,500,000
	Design and Detailed Specifications Facility Centres	50% Payment upon the submission of Design and Detailed Specifications of Facility Centres	1,500,000

The Advance Payment Guarantee should be equal to 20% of the Contract Value (excluding the cost of Design and Detailed Specifications of ICT Infrastructure of Data Centres and Facility Centres) and should be issued by a Scheduled Bank in Pakistan. Consultants may opt to submit separate Advance Payment Guarantees for Software Development, Scanning and Indexing, Data Entry Supervision and Training components owing to different schedule of release of Mobilization Advance.

The Advance Payment Guarantee shall become null and void and shall be surrendered by Purchaser to the Consultant upon completion of each component of this contract.

7.2.	All disputes arising between the Parties hereto as to any matter or thing arising from or in any manner connected with this Contract shall be referred to arbitration in Karachi in accordance with the Arbitration Act 1940 or any amendment or re-enactment thereof, to be conducted by sole Arbitrator to be appointment by the mutual consent of the Parties hereto. The Arbitrators' decision shall be final and binding on all the Parties.
9.1.	Third party software (e.g. DBMS, Operating Systems, System Drivers) shall not be covered by this warranty.
9.	Warranty period shall be valid from the date of contract signing to two (2) years.
	Government of Sindh has full rights to use LARMIS software in any number of users and anywhere but limited within the Province of Sindh. Consultant shall not re-distribute the LARMIS software to any other entity.
11.1(b)(v)	After the completion of support period for LARMIS, the consultant will provide the complete up to date source code to the client.
11.2	After the completion of data entry and fully functional component of LARMIS. Client will verify the software delivery through audit from third party software evaluator.

APPENDIX A – DESCRIPTION OF SERVICES

1. DEFINITIONS

When used in this Agreement and in each Appendix issued hereunder, the capitalized terms listed below shall have the following meanings:

"SOFTWARE APPLICATION" means the Land Record Management Information System (LARMIS) application developed by the consultant and delivered to the client under this contract.

"CODE" means computer programming code. If not otherwise specified, Code shall include Source Code (defined herein below). Code shall include any Maintenance Modifications or Basic Enhancements thereto created by the Consultant from time to time.

"OBJECT CODE" means the machine-readable form of the Code.

"SOURCE CODE" means the human-readable form of the Code and related system documentation.

"CUSTOM SOFTWARE AND CUSTOM MATERIALS" means the all the Deliverables mentioned in Appendix B and any other materials produced for development of "SOFTWARE APPLICATION' and delivery of services under this contract including Software Requirement Specification, Design Documents, Installation Manual and User Manual.

"DELIVERABLES" means all Source Code, Documentation, developed for or delivered to The Client by The Consultant under this Agreement and under any Work Statement issued hereunder.

"DOCUMENTATION" means Requirements Specifications, Installation Guide and user Manual.

"ERROR" means any failure of the Program(s) to conform on any material respect to its or their published specifications.

"ERROR CORRECTION" means either a modification or addition that, when made or added to the Program(s), brings the program(s) into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the program(s), avoids the practical adverse effect of such nonconformity.

"RELEASES" means new versions of the Program(s), which may include Error Corrections and/or Enhancements.

"SERVICES" means the consulting services for Land Record Management and Information System (LARMIS) and includes the activities, commitments, responsibilities and obligations of the Consultant mentioned in this Appendix.

"IN WRITING" means through letter or fax.

Any term not defined herein shall have the same meaning as is normal and standard in the software development an information technology industry.

2. SCOPE OF WORK

2.1 LARMIS Software Development

The Consultant shall develop the software at its own place and deliver the following Software for the LARMIS Application to the Purchaser:

1. LARMIS Software Component of Rural Property for data entry of :
   a. Village Form I
   b. Village Form II
   c. Village Form VI
   d. Village Form VII-A
   e. Village Form VII-B
2. LARMIS Software Component of Urban Property for data entry of :
   a. City Survey Property Sheets
   b. City Survey Property Registers
   c. City Survey Property Rules Cards
   d. City Survey property Plain Cards
3. LARMIS software component for facilitation center for live transactions and report generation
4. Software Component for automation of Stamps & Registration of Deeds as per current processes and integration with LARMIS software
5. GIS Component for linkage between already developed GIS database and LARMIS software
6. An interactive multilingual (Urdu, Sindhi and English) Web Portal for BOR personnel and restricted public access for online land titles viewing

For and in consideration of this Agreement, and subject to the fulfillment by the Purchaser of all of its obligations set forth in this Agreement, the Consultant hereby grants to the Purchaser a non-exclusive, non-transferable, and non-assignable license to use the Software. The Purchaser may not sell, lease, license or otherwise transfer any of the rights of the Software, nor otherwise use the Software except as expressly set forth above. The Purchaser would be licensed to utilize the Software for the purposes of the Board of Revenue Sindh ("BOR") administration in any manner, for any numbers of Purchaser's stations and by any number of users therein. However, Consultant shall provide any third party applications required for creating the environment for LARMIS application for 27 facilitation centers (Appendix – E). Licenses for one Data Centre and one DR Facility shall provide according to Design and Detailed Specifications of ICT Infrastructure of Data Center & DR Facility of Sindh.

The Consultant shall also provide the system required to maintain and enable the real-time transactions performed on the data at facilitation center. Since the BOR system in Sindh manages various types of properties i.e. agriculture land, non-agriculture land, urban property managed under BOR, properties managed by the registrar's office, the Consultant shall ensure that the system required from it will be compatible for the integration/linkage with different systems. The Consultant shall also integrate the already developed GIS system with the proposed LARMIS system. The work involved in this component shall comply with the following:

1. Provision of Software Requirement Specification document
2. Development of data entry software as per approved SRS document
3. Development of Indexing Software
4. User Manuals
5. Development of fully functional software as per approved SRS document

Scanning and Indexing

1. The Consultant will carry out all the scanning operations at District level. The obligation and responsibilities of the Purchaser are specified in Schedule B. It is expressly agreed between the Parties that the obligation of the Consultant to complete the scanning will depend upon the timely fulfillment of the obligations by the Purchaser as specified in Schedule B.

The scanning component will include scanning and indexing of following forms, registers,

i. VF-I (register of Lands including "Abstract of Village Areas", "Ghat-Wadh Forms", Survey Field Book including Falni (if any);

ii. VF-II (Non-Agricultural Lands)

iii. VF-VI (Number Shumari)

iv. VII-A (Record of Rights – Agricultural Lands)

v. VII-B (Record of Rights Agricultural Lands)

vi. City Survey Property Sheets

vii. City Survey Property Registers

viii. City Survey Property Rules Cards

ix. City Survey property Plain Cards

3. These above said revenue records are bound registers. The Consultant will not be allowed to open the binding of these registers. The scanning will have to be done in the bound form with appropriate technology.

4. The Consultant will also be responsible for the indexing of the scanned pages. This activity can be performed at any place arranged by the Consultant.

5. The Consultant will also be responsible to provide printout of all the scanned images.

6. The scanned pages of land records will be used by the data entry vendor for entering the data in the database and therefore should provide adequate legibility of the text contained therein, so that the data entry vendors can perform their tasks efficiently and speedily without any hindrances. A minimum scan resolution of 200 dpi shall be used for the scanning of land records pages (except survey sheets).

7. Colored scanning of record is mandatory. All scanned pages must capture the paper sheets as whole without losing any part of the sheet containing data or effecting paper legibility of text.

2.3 Data Entry Supervision and Management

1. The Consultant will provide the Standard Operating Procedures for data entry operations. All data entry operation will complete according to those procedures.

2. The progress of data entry work will be monitored by the Consultant. In case, the data entry vendor is behind schedule, intimation will be made to the data entry vendor and PMU BOR for corrective action to ensure the provision of deliverables in time.

3. The Consultant will provide progress reports to the Purchaser as per agreed schedule.

4. The Consultant will monitor the quality of data entry and will intimate the data entry vendor and the Purchaser in case the quality of data entry is not up to the required mark.

5. During the data entry phase, the Consultant will monitor the data entry progress. For this purpose the Consultant will:

   a. Conduct electronic monitoring

   b. Collect and compile general regular reports from data entry vendor.

   c. Indicate any variations from the agreed SOP processes

   d. Obtain bug reports from data entry vendor and resolve issues.

2.4 Training of Revenue Officials

The Consultant will be responsible to undertake a comprehensive User's Orientation and Training for concerned officers / officials relevant to the Software Solution so that a sense of understanding and ownership is created and the system can be operated and maintained efficiently. The User's Training will be imparted at each district headquarters and BOR Offices at PMU Karachi and Hyderabad to the following Purchaser's personnel:

Commissioners	5
Additional Commissioners	10
DCs	27
ADCs	54
ACs	121

i. VF-I (register of Lands including "Abstract of Village Areas", "Ghat-Wadh Forms", Survey Field Book including Falni (if any);

ii. VF-II (Non-Agricultural Lands)

iii. VF-VI (Number Shumari)

iv. VII-A (Record of Rights – Agricultural Lands)

v. VII-B (Record of Rights Agricultural Lands)

vi. City Survey Property Sheets

vii. City Survey Property Registers

viii. City Survey Property Rules Cards

ix. City Survey property Plain Cards

3. These above said revenue records are bound registers. The Consultant will not be allowed to open the binding of these registers. The scanning will have to be done in the bound form with appropriate technology.

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   a. Conduct electronic monitoring

   b. Collect and compile general regular reports from data entry vendor;

   c. Indicate any variations from the agreed SOP processes

   d. Obtain bug reports from data entry vendor and resolve issues.

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Commissioners	5
Additional Commissioners	10
All DCs	27
All ADCs	54
ACs	121

i. VF-I (register of Lands including "Abstract of Village Areas", "Ghat-Wadh Forms", Survey Field Book including Falni (if any);

ii. VF-II (Non-Agricultural Lands)

iii. VF-VI (Number Shumari)

iv. VII-A (Record of Rights – Agricultural Lands)

v. VII-B (Record of Rights Agricultural Lands)

vi. City Survey Property Sheets

vii. City Survey Property Registers

viii. City Survey Property Rules Cards

ix. City Survey property Plain Cards

3. These above said revenue records are bound registers. The Consultant will not be allowed to open the binding of these registers. The scanning will have to be done in the bound form with appropriate technology.

4. The Consultant will also be responsible for the indexing of the scanned pages. This activity can be performed at any place arranged by the Consultant.

5. The Consultant will also be responsible to provide printout of all the scanned images.

6. The scanned pages of land records will be used by the data entry vendor for entering the data in the database and therefore should provide adequate legibility of the text contained therein, so that the data entry vendors can perform their tasks efficiently and speedily without any hindrances. A minimum scan resolution of 200 dpi shall be used for the scanning of land records pages (except survey sheets).

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2. The progress of data entry work will be monitored by the Consultant. In case, the data entry vendor is behind schedule, intimation will be made to the data entry vendor and PMU BOR for corrective action to ensure the provision of deliverables in time.

3. The Consultant will provide progress reports to the Purchaser as per agreed schedule.

4. The Consultant will monitor the quality of data entry and will intimate the data entry vendor and the Purchaser in case the quality of data entry is not up to the required mark.

5. During the data entry phase, the Consultant will monitor the data entry progress. For this purpose the Consultant will:

   a. Conduct electronic monitoring

   b. Collect and compile general regular reports from data entry vendor.

   c. Indicate any variations from the agreed SOP processes

   d. Obtain bug reports from data entry vendor and resolve issues.

2.4 Training of Revenue Officials

The Consultant will be responsible to undertake a comprehensive User's Orientation and Training for all concerned officers / officials relevant to the Software Solution so that a sense of understanding and ownership is created and the system can be operated and maintained efficiently. The User's training will be imparted at each district headquarters and BOR Offices at PMU Karachi and Hyderabad to the following Purchaser's personnel:

Commissioners	5
Additional Commissioners	10
DCs	27
ADCs	54
ACs	121

All Mukhtiarkars,	175
All Supervisory Tapedars,	300
All Tapedars,	1,600
Project Management Staff	23
IG Registration	1
AIG Registration	1
District Registrar	27
Sub-Registrars	81

The Consultant would also provide foreign based training with mutual consensus acceptable to the Client. This training will conduct for Purchaser's Project Management Staff of maximum of 30 personnel in one batch to help develop the "Human Resource Development" in Project Management Activities.

The Consultant will arrange all the training material and necessary hardware to conduct the training.

2.5 Design and Detailed Specifications of ICT Infrastructure of Data Centers and Facility Centers

1. The Consultant will provide the Design and Detailed Specifications of ICT Infrastructure of Data Centers to build a Tier III datacenter facility in Karachi for LARMIS project according to the Schedule A.

2. The Consultant will also provide Design and Detailed Specifications for 27 Facilitation Centers which shall include number of workstations, specification of hardware and network layout plan according to the Schedule A.

2.6 Documentation

The Consultant shall submit all the following documentation:

1. Software Requirement Specification Document
2. Application User Manual
3. Installation Manual
4. Troubleshooting Manual

The Consultant shall submit License Keys and Activation Codes for third party software to the Purchaser and the same shall be issued by the Consultant/vendor in the name of Government.

2.7 User Acceptance Testing

The Purchaser will be responsible to conduct a software user acceptance testing. The Purchaser will provide the detailed test plan and test cases to the Consultant for this activity.

The Consultant will remove/fix all the issues raised during every testing phase cycle within 12 working days and provide latest version of the Software to the Purchaser.

At the completion of the software testing phase, the Purchaser will issue NOC to the Consultant. If the Purchaser does not issue the NOC within seven days of the completion of software testing phase then it would be deemed that the NOC has been issued and the Purchaser has been satisfied with the Software and has accepted the same.

2.8 Support and Maintenance

The Consultant shall provide online software support and maintenance for a period of two (02) years which shall include software enhancements identified during the data entry phase of initial 24 months. The Purchaser shall ensure the availability of online access from data entry vendors.

In case of any software related issue, the Consultant shall make sure the resolution of reported error within 5 working days. However, in case of software change or enhancement a mutually agreed timeline will decide between purchaser and Consultant.

The support period will start after delivery of data entry software.

If the services are required beyond 24 months (i.e. the Data Entry takes longer) additional work order will be negotiated between the Consultant and the Purchaser.

2.9 Software Implementation Services:

After completion of first "Tapo's" data entry, the Consultant shall deploy the system in first facilitation center for general public. The Purchaser shall be responsible to launch all 6 facilitation centers within 18 months of contract signing.

If the Purchaser shall not be able to establish first facilitation center before completion of first "Tapo's" data entry then the Purchaser shall issue NOC for release of current milestone payment within 7 days. The Consultant shall be bound to deploy facilitation center software as and when required by the Purchaser for first site. In case the Purchaser is unable to launch all the 6 facilitation centers within 18 months of the contract signing then the Purchaser shall be bound to release NOC for current milestone payment within 7 days after completion of 18 months, however, the Consultant shall be bound to deploy all the 6 facilitation centers as and when required before expiry of the contract.

Implementation services required by the Purchaser for additional facilitation centers would be negotiated separately with the Consultant as a separate contract.

2.9.1 Error correction mechanism.

2.9.1.1 Errors can be identified by the following entities:

   a. By the Client during Operations, Data Entry or at Any Time throughout the life of contract.
   b. By the Data Entry Vendor during Data Entry.

2.9.1.2 The Consultant will rectify / remove the error within the timeframe as specified in 2.3.1.1 and 2.3.1.2 as per the following mechanism.

   a. Error is reported to the Consultant by any of the entities stated above in written and/or electronic form.
   b. The Module / Functionality of Application will be tested to check for removed Error by the Client.
   c. The Error free / fixed version as approved by the Client will be deployed by the Consultant on all Data Entry Sites as well as Service Centres

2.10 Testing And Acceptance Testing

2.10.1 The Client shall report any bugs, discrepancies, additions or change requirements to the Consultant.

2.10.2 The Consultant shall ensure that the Software delivered is complete to enable the testing and training to proceed without interruption.

2.10.3 The Consultant will make all attempts to incorporate the reported corrections, additions and changes in the next release.

2.10.4 The Consultant will perform in house QA and testing before submission of each successive release and will inform the Client about the completion of the testing process.

2.10.5 Any errors discovered during the testing will be fixed by the Consultant according to the schedule.

2.10.6 The inspections and tests may be conducted on the premises of the Consultant or the Client.

2.10.7 Should any inspected or tested Software fail to conform to the requirements, the Client may reject them, and the Consultant shall either replace the rejected Software or make all alterations necessary to meet the requirements of the Specifications free of cost to the Client.

3 - Work Plan

Task #	Milestone	Start	Max Duration (Working Days)	Responsibility
1	Submission of Requirement Specifications Document	On contract signing	30	Consultant
2	Approval of SRS	After submission of SRS	10	Client
3	Incorporation of changes in proposed SRS	1 day after Task 2	5	Consultant
4	Submission of Design and Detailed Specifications of ICT Infrastructure of Data Centres and Facility Centres	On contract signing	30	Consultant
5	Approval of ICT, data center and Facility center design specification	After task 4	10	Client
6	Delivery of the Scanning and Indexing system	On contract signing	40	Consultant
7	Delivery of Schedule for district record.	On contract signing	15	Consultant
8	Availability of space and revenue records at district record room	On completion of task 7	15	Client
9	Delivery of the Data Entry system	On completion of task 3	30	Consultant
10	Delivery of UAT Test cases for data entry component	On completion of task 3	30	Client
11	Acceptance of data entry system	On completion of task 10	25	Client
12	Incorporation of changes/fixes in data entry system	On completion of task 11	15	Consultant
13	Start of the Data Entry Supervision/Management	50 days from the contract signing or signing of first Data Entry Contract with the 3rd Party whichever comes later	2 years	Consultant
14	Completion of Scanning and Indexing work	On completion of task 7	150	Consultant
15	Delivery of fully functional Operational Software as per RFP requirements	On completion of task 3	150	Consultant
16	Delivery of UAT Test cases for fully functional software	On completion of task 11	50	Client
17	Acceptance of fully functional software	On completion of task 16	25	Client
18	Incorporation of changes/fixes in fully functional software	On completion of task 17	15	Consultant
19	Provision of space for local training	After task 12		Client

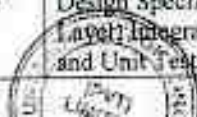| Task #	Milestone	Start	Max Duration (Working Days)	Responsibility
20	Training for revenue staff	After task 19	90	Consultant
21	Foreign based training	After task 8	8	Consultant

APPENDIX B - KEY PERSONNEL

The minimum staffing requirements for the duration of contract are:

Name of Staff	Area of Expertise	Position Assigned	Task Assigned
Ayaaz Muhammad Khan	Management	Director IT	Managing the project, building the team, Project Monitoring and Control
Shozeb Sharif	Management	Project Manager	Project Schedule, Risk Management Plan, Configuration Management Plan, Project Development Plan, Communication Plan, QA Plan Review, Support and Maintenance Review
Shahid Riaz Bhatti	Management	Associate Project Manager	Communication with the development team and BOR personnel, Development of LARMIS application framework, development of different layers being used in LARMIS, Package deployment, Maintenance and Support
Ahmed Hassan	Analysis	Business Analyst	Analysis, Propose Enterprise Architecture Review, Business Process Reengineering, Review Design, Meeting with BOR official for Clarification and Input, Development Monitoring and Support
Amanat Ali	Analysis	Domain Expert	Analysis the current business process and communicate to the team
Zafar Iqbal	Database	Database Architect	Analysis, Propose Enterprise Architecture, Data and Information Flow, Data Model, Defect Fixing, Package Preparation, Site Visit
Kamran Saeed	Database	Database Developer	Development of database script, development and maintaining the data dictionary, backup and restoration of database
Munir Ahmed	Software Engineering	Senior Software Engineer	Web Portal Analysis and development, Services Integration with third party applications, Unit Test, Integration Testing and Defect Fixing
Syed Fareed	Software Engineering	Senior Software Engineer	Design Specification, Business Layer, Integration of Module and Unit Test, Integration Testing
Adeel Umar Usmani	Software Engineering	Senior Software Engineer	Design Specification, Business Layer, Integration of Module and Unit Test, Integration Testing
Omer Farooq	Software Engineering	Senior Software Engineer	Design Specification, Business Layer, Integration of Module and Unit Test, Integration

			Testing
Farrukh Shahid	Software Engineering	Software Engineer	Data Access Layer, Service Layer, Integration of Modules and Unit Test, Biometrics, Integration Testing, Site Visit, Installation at Client site,
Muhammad Imran Idrees	Software Engineering	Software Engineer	Data Access Layer, Service Layer, Integration of Modules and Unit Test, Biometrics, Integration Testing, Site Visit, Installation at Client site,
Saba Ahmed	Quality Assurance	Quality Assurance Manager	QA Plan, Review Design, Test Plan, Test Scenario Identification, Test Case Review, Functional Testing, Test Report Generation
Muhammad Naeem	Quality Assurance	Quality Assurance Lead	Functional Testing, Test Report Generation
Muhammad Shahbaz	Quality Assurance	Quality Assurance Engineer	Functional Testing, Test Report Generation
Muhammad Usman	Quality Assurance	Quality Assurance Engineer	Functional Testing, Test Report Generation
Muhammad Asif Bhatti	Quality Assurance	Quality Assurance Engineer	Functional Testing, Test Report Generation
Adnan Shafique	Training	Training Manager	Post training surveys, Compilation of training materials, Training schedules, coordination conduct training

APPENDIX C- SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Roles and Responsibilities

PMU Board of Revenue, Sindh

1. PMU BOR will ensure that all Revenue Record will be available in the District Record Room for scanning according to the schedule of scanning. District Revenue Administration will timely shift all land records from Taluka to District which need to be scanned at District Lab.

2. PMU BOR will liaise with the District Revenue Administration to ensure that all Revenue Record should be available in the District Record Room for scanning according to the schedule of scanning.

3. PMU BOR ensures that District Revenue Administration will provide office space within the District Revenue Office preferably within the record room for carrying out the scanning operations. The place will have provision of electricity but no provision for backup in case of load shedding. This will be the responsibility of the Consultant. The District Revenue Administration will ensure that socket requirements for plugging in the equipment are fulfilled.

4. PMU BOR will coordinate with the District Administration to ensure that a representative of the Revenue Administration is present with the Consultant during the whole scanning operation. Scanning task will carry out in daily 2 shifts, so representative should be available in both shifts.

5. PMU BOR will liaise with the District Revenue Administration to ensure that access to land records is provided to the Consultant for carrying out the scanning work.

6. PMU BOR will provide full support to Consultant for Analysis of any component of the LARMIS project. This includes but not limited access to land records, provide copy of manual record, arrange meetings with BOR officials;

7. PMU BOR will provide remote access of their servers to Consultant for timely deployments and maintenance of project.

APPENDIX D- PERFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENT

To:

PROJECT MANAGEMENT UNIT, BOARD OF REVENUE, GOVERNMENT OF SINDH, PAKISTAN

In accordance with the provisions of the Conditions of Contract "Consultancy for Customized Software Development of Land Administration And Revenue Management Information System, Scanning And Indexing of Manual Registers and Supervision of Data Entry of Land Record", Project Management Unit, Board of Revenue, Government of Sindh, contract Clause -- ------ ("Terms and Conditions of Payment") of the above-mentioned Contract, Accountancy Outsourcing Services (Pvt.) Ltd. (hereinafter called "the Service Provider") shall deposit with Project Management Unit, Board of Revenue, Government of Sindh a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of Pak Rupees /- (Pak Rs. only).

We, the Bank------------------------------------, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Project Management Unit, Board of Revenue, Government of Sindh on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding Pak Rupees ---------------------- only)

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between Project Management Unit, Board of Revenue, Government of Sindh and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract directly to the Bank Account -------------- of the service provider maintained at the NAME of BANK and BRANCH by you until Project Management Unit, Board of Revenue, Government of Sindh receives full repayment of the same amount from the Service Provider or till the date ------------ whichever is earlier.

This guarantee shall expire on ------------------------------

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: --------------------

Address: _____

Date: _____

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APPENDIX E- THIRD PARTY LICENSES FOR FACILITATION CENTERS

Sr.	Description	CALs	No. of Licenses
1	Microsoft Windows Server 2008	-	01
2	Microsoft Windows 7 Professional	-	08
3	Microsoft SQL Server 2012	7 CALs	01
4	Verifinger Fingerprint License	-	07
5	Anti Virus	-	09

Note: The Consultant shall be provide third party licenses on launching of each facilitation center (i.e. 27 facilitation centers in total). Licenses for one Data Centre and one DR Facility shall provide according to Design and Detailed Specifications of ICT Infrastructure of Data Center & DR Facility of Sindh.

APPENDIX F- REPORTING REQUIREMENT

Sr. No.	Description	No. of days
1	Inception Reports	Within 30 days after commencement of services
2	Monthly Progress Report	5th of every month
3	Mid Term Report	Half of the project life
4	Final Report	At the end of project

Note: Consultant shall deliver any other report as and when required by the Client.
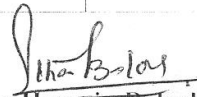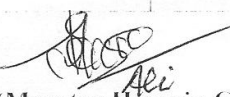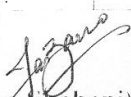
Bid Evaluation Report

1. **Name of Procuring Agency:** Project Management Unit, Land Administration and Revenue Management Information System (LARMIS) Board of Revenue Sindh.
2. **Tender Reference No:** 13-05-10-PMU/BOR/2011/593
3. **Tender Description/Name of work/item:** Consultancy for Customized Software Development of Land Administration and Revenue Management Information System, Scanning and Indexing of Manual Registers and Supervision of Data Entry of Land Record.
4. **Method of Procurement:** Quality and Cost Based System Method (QCBS)
5. **Tender Published:** Daily Dawn dated 30th December, 2011 and Daily Kawish dated 29th December, 2011
6. **Total Bid documents Sold;** 02 (Two)
7. **Total Bids Received:** 01 (One)
8. **Technical Bid Opening date:** 09-03-2012
9. **No. of Bid technically qualified:** 01 (One)
10. **Bid(s) Rejected:** N/A
1. **Financial Bid Opening date:** 19-03-2012
12. **Bid Evaluation Report:**

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Accountancy Outsourcing Services (Pvt.) Ltd.	Rs 523.922.786 inclusive of Rs 238.650 million for scanning & indexing of about 15 million register pages i.e. Rs 15.91 per page And Rs 151.800 million for supervision of data entry of about 30 million data entries @ 5.06 per entry.	1st	Lower	The Consultant Selection Committee (CSC) evaluated technical and financial bid in accordance with RFP and found the quoted rates in compatible with market as defined in rule 48 of SPPRA 2010.	Bid has been accepted by the Consultant Selection Committee in its meeting dated 28-3-2012 for award of contract.

(Athar Hussain Baloch)
Member
Representative of IT Deptt

(Mumtaz Hussain Gopang)
Member
Representative of Finance Deptt:

(Ms Farzana Shahani)
Member
Representative of P&D Deptt

(Zulfiqar Ali Nizamani)
Member/Project Director-PMU
Board of Revenue Sindh

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