Excise, Taxation & Narcotics Control Department
Government of Sindh
KARACHI

Part I – Selection Process Document

SELECTION OF FIRMS / BIDDERS FOR
PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED VEHICLE REGISTRATION SMART CARD

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Bidding Document / Tender Document

PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED VEHICLE REGISTRATION SMART CARD

Selection of Bidder for theProduction, Printing and Supply of security featured vehicle registration smart card.

Major Components of the Contract are as follow:-

1. Production, Printing & Supply of Security featured Smart Card and equipment

This BIDDING DOCUMENT consists of:

Part 1: Selection Process Document

This Part 1: Bid - Selection Process Document contains [●] pages.

1 ACKNOWLEDGEMENT

To be returned to the following address on receipt of this Document:

To,
Director (Admn) MVR
Excise, Taxation & Narcotics Control Department
Government of Sindh
Karachi

Bid Document Received by (Name of the Person)	
Designation	
Name of the Organisation	
Address	
Signature	
Date of Receipt	

2 DISCLAIMER

a. Though adequate care has been taken in the preparation of the BIDDING DOCUMENT, the Bidder(s) should satisfy itself/themselves that it is complete in all respects. Intimation of discrepancy, if any, should be intimated to the Excise, Taxation & Narcotics Control Department immediately, but in any case not later than the date mentioned in Section5.4of Part I of the BIDDING DOCUMENT. Non-receipt of any such intimation by the due date shall be deemed to be a confirmation that the Bidder is satisfied about the completeness of the BIDDING DOCUMENT in all respects.

b. Neither the Government of Sindh nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty, express, or implied, with respect to the information contained in the BIDDING DOCUMENT, or on which the BIDDING DOCUMENT is based, or any other information or representations supplied or made in connection with the Selection Process.

c. The BIDDING DOCUMENT does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The BIDDING DOCUMENT is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Contract. No person has been authorized by the Government of Sindh to give any information or to make any representation not contained in the BIDDING DOCUMENT.

d. Nothing in the BIDDING DOCUMENT is, or should be relied on, as a promise or representation as to the future. In furnishing the BIDDING DOCUMENT, neither the Government of Sindh, nor its employees, consultants, advisors undertake to provide the recipient with access to any additional information or to update the BIDDING DOCUMENT or to correct any inaccuracies therein which may become apparent. The Government of Sindh, its employees, consultants, and advisors reserve the right, without prior notice, to change the procedure for the identification of the Preferred `Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Contract.

e. Neither the Government of Sindh nor its employees or consultants will have any liability to any prospective Bidder or any other person under law, equity or contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the BIDDING DOCUMENT, any matter deemed to form part of the BIDDING DOCUMENT, the award of the Contract, the Contract information and any other information supplied by or on behalf of the Government of Sindh or its

employees, any consultants or otherwise arising in any way from the selection process for the Contract.

f. The prospective bidders shall be solely responsible for the costs and expenditures incurred by them in preparation of the bids and other work ancillary thereto.

g. The Government of Sindh reserves the right to change, modify, add to or alter the Bid Process including inclusion of additional evaluation criteria. Any change in the Bid Process shall be intimated to all participants before last date of submission of bids and in case of short listing all short-listed Bidders will be informed accordingly as per procedure(s).

h. The Government of Sindh reserves the right to reject any or all of the Bids submitted in response by assigning any reason thereof at any stage.

i. The Bidder shall produce a **certificate of commitment** from manufacturer, valid for the contractual period to supply approximately 100,000 Smart Cards of different categories based on the existing manufacturing facility in Pakistan, on monthly basis as per mutually agreed contractual terms and conditions. The Bidder has to provide undertaking and proof of the capacity of its manufacturing facility for the required quantity.

j. Failure to supply items as per specification(s) or within the stipulated time period will invoke penalty as specified in Schedule-A of this document.

k. The bidder should provide the turnover certificate of the company /Group/consortium, which should not be less than**Rs. 500 Million.**

3 DEFINITIONS

Ordinance	:	The Companies Ordinance, 1984
Agreement Signing Date	:	The date on which the Contract Agreements executed between the Excise, Taxation & Narcotics Control Department GoS and the Developer/Concessionaire.
Bid	:	The proposals submitted by the Bidders in response to the BIDDING DOCUMENT.
Bid Process	:	The various activities leading up to the selection of the Preferred Bidder, including without limitation, the issuance of the BIDDING DOCUMENT, submission of Bids, and scrutiny and evaluation of such Bids.
Bid Security	:	The Bid Security paid by the Bidders in the shape of Demand Draft / Bank Guarantee from any scheduled bank in Pakistan as in terms of Section 5.17.1 of this BIDDING DOCUMENT.
Bidder	:	Bidding Company, as defined below, that has submitted a Bid in response to this BIDDING DOCUMENT. JV/Consortium/Principal will be considered as bidder.
Smart Card	:	Detail Specification is as ANNEXURE – C – Technical specification of Smart Card
Bidding Consortium	:	Consortium allowed but not more than four companies.
Bid Due Date	:	Shall have the meaning given to it in Section 5.8 of Part I of the BIDDING DOCUMENT.
Capability	:	The technical and financial capability of the Bidder to be assessed in accordance with Section 5of Part I of the BIDDING DOCUMENT.
Commercial Operation Date	:	The date on which Contractcommencement certificate is issued by the Department,
Competent Authority	:	An authorized officer of the Excise ,Taxation& Narcotics Control Department Government of Sindh to exercise financial powers and approve the award of contract for the Contract.
Contract Agreement		The Agreement through which Excise, Taxation & Narcotics Control Department GoS will grant to the Bidder the rights to develop the Contract.

Corrupt and Fraudulent Practices	:	Corrupt and fraudulent practices including but not limited to such corrupt and fraudulent practices as described under the Sindh Public Procurement Rules, 2010.
Eligible Entity	:	An Eligible Entity is one, which satisfies at least one of the following: ► The entity is a Company under the Ordinance or an incorporated entity under equivalent Acts, in case of foreign entities. OR ► The entity is a Statutory Board / Authority / Corporation created under a separate Law / Act.
Evaluation Committee	:	The Committee as appointed by the Excise, Taxation & Narcotics Control Department and consisting of senior officials of the Excise, Taxation & Narcotics Control Department and other technical and financial experts responsible for evaluating the technical proposals of the Bidders.
Financial Bid		Financial Bid submitted by a Bidder as specified in Section 10 of Part I of this BIDDING DOCUMENT.
Lenders	:	The banks/financial institutions or a governmental agency or any other private institution providing finance for implementation of the Contract or any phase thereof.
Letter of acceptance of Bid	:	Letter to be issued to the Preferred Bidder inviting it to sign the Contract Agreement on fulfilment of the conditions laid out in this BIDDING DOCUMENT.
	:	
Other Preferred Bidder(s)	:	Other Preferred Bidders shall mean the Qualified Bidders ranked 2 and ranked 3 as per Section 5.24.4 of Part I of the BIDDING DOCUMENT.
Performance Security		The Bidder has to submit a Performance Security 5% of the revolving volume of six months on periodically renewal basis of the contract agreement in the form of Demand Draft or a Bank Guarantee from a scheduled bank prior to the Contract Commencement Date.
Successful Bidder	:	Successful Bidder is the Bidder ranked no. 1 as per the process set out in Section 5.22 of Part I of the BIDDING DOCUMENT.

Contract	:	The Contract refers to "*Selection of Bidder for the* **Production, Printing and Supply of security featured vehicle registration smart card**" *and equipment required* as per the conditions of the BIDDING DOCUMENT, any subsequent detailed document provided by the Government of Sindh as part of the Bid Process, and as per the terms of the Contract Agreement between the Contractor and the Government of Sindh.
Contract Cost	:	Means the total cost of the Contract for achievement of its completion, as submitted by the Preferred Bidder as part of its Bid during the Bidding process, which has been accepted by the Excise, Taxation & Narcotics Control Department GoS pursuant to the Letter of acceptance.
Contract Commencement Date	:	Shall mean the date when the Excise, Taxation & Narcotics Control Department GoS has issued a provisional Letter of Commencement in terms of the Contract Agreement.
Quoted Bid Amount	:	Quoted Bid Amount shall mean the amount quoted by the Bidder in the Financial Bid.
Qualified Bidders	:	Bidders who are qualified / short listed as per eligibility criteria after the evaluation of the Technical Bid.
Bidding Document	:	TheBid Document refers to this document, issued in 2 parts to the interested Bidders by the Excise, Taxation & Narcotics Control Department GoS.
Selection Process	:	Same as 'Bid Process'.
Technical Bid		Technical Bid submitted by a Bidder in terms of Section 5.23 of this Contract.

4 CONTRACT CONCEPT

4.1 BACKGROUND

Sindh is the second largest province of Pakistan with an estimated population of over 42 million people. Sindh spans over an area of approximately 140, 912 km^2 and an economy of PKR 522 billion with per capita income estimated at US$ 1,038.

There are approximately **5.2**million vehicles stands registered in the province of Sindh till to date whereas approximately **1 lac** vehicles are being registered every month and standardized Registration Certificate are issued to the commercial and non-commercial vehicles.

Keeping in view the deteriorating law and order situation specially the snatching of cars and vehicle related crimes leading to terrorist activities wherein bogus/counterfeit Registration Certificate/book are often used, and to counter these events and verify the registration number of off road vehicles more efficiently, the initiative to introduce the Smart card system is a need of hour to introduce the security and tamper resistant Smart card in the province especially to bring it at par with International ISO Standard as it will help of law enforcement agencies and Home Department, Government of Sindh .

Government of Sindh has taken up several important initiatives aimed at modernizing the Vehicle Registration System. Noteworthy initiatives include:

a. Upgrading the legacy computerized systems with a modern and web enabled System.
b. Introducing a Smart Card Registration Certificate with increased security features.
c. Now Excise, Taxation & Narcotics Control Department, Government of Sindh seeks solution for a component that is integral to the aspects of security and provided by the E&TD, which is the vehicle Smart Card Registration Certificate. This component has been under active consideration by the Government of Sindh – particularly replacement of the current and all old standardized registration certificates with one that incorporates international standard security features (as described in Annex C&E).

4.2 BREIF OVERVIEW

The preliminary arrangements with the interested bidder include, but not limited to following:

a. Production, printing & Supply of security featured smart card and equipment

5 INSTRUCTIONS TO BIDDERS

5.1 GENERAL RULES

5.1.1 Eligible Criteria for Bidders

5.1.1.1 The Company / Firm must:

5.1.1.1.1 Be duly incorporated/registered under relevant laws at least 3 years.

5.1.1.1.2 Be Registered with Income Tax Department.

5.1.1.1.3 Be Registered with Sales Tax Department and SRB .

5.1.1.1.4 Be an authorized supplier of Security featured Smart Card

5.1.1.1.5 Be complying with prevalent Environment, Health and Safety laws.

5.1.1.1.6 Bidder shall be **ISO 27001** (ISMS) certified.

5.1.1.1.7 Bidder must have valid Manufacturer Authorization proof/Letter from manufacturer.

5.1.1.1.8 Bidder and their **Principal** shall not be blacklisted or barred by any Government/Authority in last three years

5.1.1.1.8.1 It should also neither be expelled from any contract or agreement based on fraudulent practice.

5.1.1.1.9 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices in terms of **Rule 30 of SPPRA 2010 local or international level**.

5.1.1.1.10 The Bidder must be having three years of Experience of Smart Card Business in Pakistan and have Smart Card assembling, Printing facility in Pakistan to ensure continuous supply for approximately 100,000 smart Cards every month from the facility in Pakistan. Proven track record and capacity needs to be proved.

5.1.1.1.11 The Bidder must demonstrate the ability of their business capacity by proving the supply of minimum 2 Million Smart Cards in Pakistan in last three years.

5.1.1.1.12 The bidder will be required to establish minimum three credible performance certificates in Pakistan for the **Smart Card** supplied based on total solution i.e. production, Printing and supply of security featured smart card.

5.1.1.1.13 Biddershould have experience in production of Smart Cards (Minimum 3 Years) as define in ANNEXURE – C – Technical specification of

5.1.1.1.14 Bidder should submit the List of clients (national or international level).

5.1.1.1.15 The bidder shall allow a team of Excise, Taxation & Narcotics Control Department, Govt. of Sindh visiting their facility in order to inspect their production capability / quality at companies' expense.

5.1.1.1.16 The Principal / Manufacturer qualifying the criteria prescribed in Bid Document may authorize multiple partners to bid by representing them. However, respective Bidder's must gets and signed all documents / MOU's and submit with the bid. The manufacturer/Principal will be responsible for the project delivery and will undertake the same with the qualified lowest bidder in contract either as Principal or JV.

5.1.1.1.17 Bids submitted by a bidder with any international principal shall comply with the following requirements:

5.1.1.1.17.1 The Principal must be an Original Equipment Manufacturer of Smart Cards

5.1.1.1.17.2 The Principal must have project implemented smart card solutions in minimum 3 countries

5.1.1.1.17.3 The bidder must be having experience of handling large contracts as System Integrator (local or international).

5.1.1.1.17.4 The Lead bidder shall have credibility and shall provide references in financial strengths showing Min PKR 500 Million or approx. USD $ 5 million average Annual Turnover for last three years.

5.1.1.1.17.5 Lead biddershall be qualified in accordance to **ISO 9001**. Certification

5.1.1.1.17.6 Bidder must be having at-least 200 hundred employees under their company or group of companies or as directors of the company in last three years. Documentary evidence or audited report mentioning the same is required to submit with technical bid

5.1.1.1.17.7 The bidder must provide State-wide infrastructure support in the form of direct servicecenters in Sindh. The bidders must enclose details of their plan to build infrastructure with reference to locations and E&T Departmental manpower contact details.All documents must be submitted in English

5.1.1.1.17.9 Any information given and found incorrect shall lead to disqualification of the Applicant. The Company/Firm 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 qualification exercise.

5.1.1.1.17.10 The company / Bidder shall observe the highest standard of ethics during whole process of qualification and shall not indulge in fraudulent, corrupt, coercive, collusive and obstructive behavior detrimental to the interest of the Sindh Government.

5.1.1.1.17.11 Applicants to kindly note that submission of Bid Documents does not amount to any contractual obligation on the part of E&T Department, and that E&T Department is not obliged to invite bid/quotation from any or all who express interest by responding to this technical & financial qualification process.

5.1.1.1.17.12 Where insufficient space has been provided on the Application Forms, additional answers may be provided as supplementary on separate sheets mentioning as "Supplementary Information".

5.1.1.1.17.13 The original documents shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be initialed by the person(s) who sign(s) the Document

5.1.1.1.17.14 The completed documents shall be signed off and initialed by Director of the organization and rubber stamped on each page and signed on the last page in the space provided.

5.1.1.1.17.15 Applicants will meet all cost associated with preparation and submission of their applications.

5.1.1.1.17.16 Canvassing will lead to automatic disqualification of the applicant.

5.1.1.1.17.17 Submission is as per instruction given in the Advertisement notice.

5.1.1.1.17.18 Late submission will not be acceptable. Any application(s) received after the date, time and manner of closure will not be considered.

5.1.1.1.17.19 Scope of Work should be same at the time of bidding.

5.1.1.1.17.20 Preference may be given to the reputable International brands at the time of evaluation based on the given criteria and documentary evidence.

5.1.1.1.17.21 All Procurements shall be made under **Sindh Procurement Rules 2010**.

5.1.1.1.17.22 Pass percentage in **qualification criteria are 70%** which is subject to change at the discretion of ET&NC Department.

5.1.1.1.17.23 The Company/Firm shall fill out the relevant part of the Data Sheet in accordance with the certified information provided in the Application Form and strictly as per Evaluation Criteria.

5.1.1.1.17.24 Details and addresses of all the production facilities/sites be mentioned. (disaster recovery plan shall be submitted)

5.1.1.1.17.25 Bidder should submit the **sample of Security Featured Smart Cards** including technical Specification according to **ISO 7816 along-with the bid**

5.1.1.2 The bidder is required to qualify the mandatory requirement mentioned in BIDDING DOCUMENT and qualify as per clausesto be eligible to qualify for evaluation.

5.1.1.3 Any entity, which has been barred by the Excise, Taxation & Narcotics Control Department GoS from participating in contracts in Pakistan and if the bar is subsisting as on the Bid Due Date, would not be eligible to submit the Bid, either singly or in Consortium.

5.1.2 Number of Bids

Each Bidder shall submit only**(1)Bid, in duplicate (one original and one copy)**, in response to this BIDDING DOCUMENT. Any Bidder submits or participates in more than one Bid will be disqualified.

5.1.3 Bid Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in this selection process, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collating material, information and data, whether included in the information or not, or on securing the services of advisors and / or consultant, etc. Excise, Taxation & Narcotics Control Department GoS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of this selection process.

5.1.4 Bid Warranty and Excise, Taxation & Narcotics Control Department GoS

(1) It would be deemed that by submitting the Bid, the Bidder warrants that it has:

(a) Made a complete and careful examination of the BIDDING DOCUMENT
(b) Received all relevant information requested from the Excise, Taxation & Narcotics Control Department GoS; and
(c) Independently verified all Information received from the Excise, Taxation & Narcotics Control Department GoS.

(2) It shall be further deemed that by submitting the Bid to the **Excise, Taxation & Narcotics Control Department GoS** is entitled to presume the existence of and rely on the afore-stated Bidder warranty.

(3) **Excise, Taxation & Narcotics Control Department GoS** shall not be liable for any wrongful presumption, mistake or error on the part of the Bidder in respect of the above or in respect of the selection process or Contract generally.

5.1.5 Right to Accept Any Bid and to Reject Any or All Bids

(1) Notwithstanding anything contained in this BIDDING DOCUMENT, the ET&NC Department GoS reserves the right to accept or not to accept any Bid and to cancel the Selection Process and/or reject all Bids at any time without any liability or any obligation for such acceptance, non-acceptance, rejection or cancellation. The E&T Department GoS shall announce itsdecision(s) with respect to the acceptance or non-acceptance of any Bid, rejection of all Bids or cancellation of the Selection Process in accordance with the applicable law and shall also return the Bid Security to the Bidders.

(2) The Excise, Taxation & Narcotics Control Department GoS reserves the right to reject any Bid, if at any time a misrepresentation is made or uncovered or any of the covenants, undertakings or assurances made by a Bidder in the Bidding Documents submitted to the Excise, Taxation & Narcotics Control Department GoS are found to be untrue, incorrect or misleading. This would lead to the disqualification of the Bidder. If such disqualification and / or rejection occurs after the Financial Bids have been opened and the Preferred Bidder gets disqualified and / or rejected, then the Excise, Taxation & Narcotics Control Department GoSmay take any measure as provided in SPPRA rules 2010 (amended 2017).

5.2 Documents

5.2.1 Clarifications

(1) A prospective Bidder requiring any clarification in respect of the BIDDING DOCUMENT may notify the Excise, Taxation & Narcotics Control Department GoS .

(2) The Excise, Taxation & Narcotics Control Department GoS may respond to any request for clarification received up to 1700 hours by __ [month], 2017 as requested by bidders for clarification for contents of bidding documents in writing and Excise, Taxation & Narcotics Control Departmentshall respond to such queries in writing within 03 calendar days provided that they are receive 05 calendar days prior to the opening of bid and any clarification in respond to a query shall be communicated to all the parties who have obtained bidding documents as provided in SPPRA rules 2010.

5.2.2 Amendment and Re-Issuance of BIDDING DOCUMENT

(1) At any time prior to the Bid Due Date, Excise, Taxation & Narcotics Control Department GoS may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify or amend the BIDDING DOCUMENT by the issuance of addenda ("**Addenda"** or **"Addendum"**, as the case may be). Any Addendum thus issued will be sent in writing to all the Bidders. In order to afford the Bidder, a reasonable time in which to take an Addendum into account, or for any other reason, the Excise, Taxation & Narcotics Control Department GoS may, at its discretion, extend the Bid Due Date.

(2) The Excise, Taxation & Narcotics Control Department GoS may re-issue the notice inviting tender and the BIDDING DOCUMENT if it is convinced that there is a material infirmity or ambiguity in the BIDDING DOCUMENT, which cannot be addressed without modifying the contents of BIDDING DOCUMENT.

(3) The Excise, Taxation & Narcotics Control Department GoS may re-issue the notice inviting tender and the BIDDING DOCUMENT in case of cancellation of the Bid Process, if any one of the following conditions exists:

(a) Such an infirmity in the BIDDING DOCUMENT has surfaced that the Excise, Taxation & Narcotics Control Department GoS recommends to the Competent Authority that Bids have to be invited afresh;

(b) A case has been declared of mis-procurement under the **Sindh Public Procurement Rules, 2010**.

While re-issuing the notice inviting tender and the BIDDING DOCUMENT, the Excise, Taxation & Narcotics Control Department GoS may change the specifications and other contents thereof, as it deems appropriate.

5.2.3 Declaration from the Bidders

The Bidders should along with their Bid also furnish to the Excise, Taxation & Narcotics Control Department GoS a declaration in the form of an affidavit specifying therein the following particulars, if applicable namely:

(1) Details of any conviction of the Bidder or where applicable, of its sister concerns, by a Court of Law under applicable law, or any indictment/adverse order by a regulatory authority;

(2) Details of any conviction of the Bidder or its sister concerns with regard to any offence with regard to the security and integrity of the country;

(3) Details of any proceedings/investigations pending in respect of (i) and/or (ii) above along with the names of the persons against whom such proceedings/investigations have been instituted/commenced;

(4) Details of any convictions/adverse orders as stated in (i) and (ii) above which may have been passed against the Director/Principal/Manager/Employee of the Bidder; and

(5) Details of any Corrupt and Fraudulent Practices that the Bidder (in case of Bidding with Principal) and/or its Director/Principal /Manager/Employee or any of its Affiliate.

(6) Details of any litigation/Arbitration/breach that the Bidder and/or its Director/Principal/Manager/Employee or any of its Affiliate.

Excise, Taxation & Narcotics Control Department GoS reserves the right to reject any Bidder based on the declaration provided above. The declaration should be a part of the Technical Bid.

5.2 PREPARATION AND SUBMISSION OF BIDS

5.3.1 Language

The Bid and all related correspondence and documents should be written in English language. Supporting documents and printed literature furnished by Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

Note: Technical Bids must be accompanied by at least 03 sample design and drawings in color depicting the cultural colour effects of Sindh in accordance with the given specifications consonant with ISO 7816 of proposed Smart Cards including data encode in the chip and a reader.

Later on Bidders should include real Smart Cards with the Financial Bid

5.3.2 Currency

For elevation purpose Bids quoted in different currencies, price shall be converted into PKR and for such purpose the rate of exchange for conversion of the Bid currency into PKR shall be the selling rate prevailing, as specified by the State Bank of Pakistan, seven (07) days before the Bid Due Date. The prices in respective currencies will remain valid for the period of the contract.

The bidder is required to qualify mandatory criteria as per clause 5.1.1 by submitting all the required documentary evidence, once mandatory requirements are met, the qualified bidder will be eligible for evaluation as per clause 5.23

5.3 Procedure of biddingSingle stage Two Envelop procedure (RULE 46(2) oF SPPR 2010)

a. bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and thetechnical proposal;

b. envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoidconfusion;

c. initially, only the envelope marked “TECHNICAL PROPOSAL” shallbe opened;

d. envelope marked as “FINANCIAL PROPOSAL” shall be retained inthe custody of the procuring agency without being opened;

e. procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject anyproposal which does not conform to the specified requirements;

f. no amendments in the technical proposal shall be permitted during thetechnical evaluation;

g. financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to thebidders in advance;

h. financial proposal of bids found technically non-responsive shall bereturned un-opened to the respective bidders; and

i. bid found to be the lowest evaluated or best evaluated bid shall beaccepted.

5.4 VALIDITY OF BIDS

Bidders, by submitting the Bid, agree that the Bid shall be valid for a period of Ninety days (90) days from the Bid Due Date (the **"Bid Validity Period"**).

5.5 EXTENSION OF VALIDITY OF BIDS

In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Excise, Taxation & Narcotics Control Department GoS may, subject to approval of the Competent Authority, request Bidders to extend the Bid Validity Period for a specified additional period. Any such extension shall be in accordance with all applicable laws.

5.6 FORMAT AND SIGNING OF BIDS

The Bidder would provide all the information as per this BIDDING DOCUMENT. Excise, Taxation & Narcotics Control Department GoS would evaluate only those Bids that are received in the required format and complete in all respects in terms of the BIDDING DOCUMENT. The Bidder shall prepare one original set of the documents comprising the Bid and clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the Bid, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail. The Bid and its copy shall be typed or written in indelible ink and each page shall be initialled by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person (s) signing the Bid.

5.7 SEALING AND MARKING OF TECHNICAL BIDS

a. The Bidder shall seal the original and each copy of the Technical Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

   i. Each envelope shall contain:
   ii. Covering letter stating clearly the validity of the Bid;
   iii. Bid in the prescribed formats along with supporting documents;

b. The envelopes shall clearly bear the following identification - "*Technical Bid: Production, Printing and Supply of Smart Card*".

c. The Bidder shall seal the original and each copy of the Financial Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

d. The envelopes shall clearly bear the following identification - ""*Financial Bid: Production, Printing and Supply of Smart Card*".

e. Both the sealed Envelopes for Technical and Commercial Bids shall be placed in another envelope and sealed. This envelope shall clearly bear the following identification - "*Bid: Production, Printing and Supply of Smart Card*"

f. The envelope shall be addressed to:

Director (Admn/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

g. If the envelope is not sealed and marked as instructed above, Excise, Taxation & Narcotics Control Department GoS assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

h. Further, copy of Bid must be submitted in a bound form (spiral bound or any bound form) with all pages numbered serially, along with an index of submissions. In the event, any of the instructions mentioned herein have not been adhered to Excise, Taxation & Narcotics Control Department GoS may reject the Bid.

5.8 BID DUE DATE

The Bids should be submitted no later than 1700 hours PST on ……., at the address provided in clause f in the manner and form as detailed in this BIDDING DOCUMENT. Bids submitted by either e-mail, facsimile transmission or telex would not be acceptable. Bids submitted after the time stated above will not be entertained for evaluation.

5.9 EXTENSION OF TIME PERIOD FOR SUBMISSION OF BIDS

Excise, Taxation & Narcotics Control Department GoS, at its discretion may extend the deadline for submission of Bids by issuing an addendum to the BIDDING DOCUMENT, if one or all of the following conditions exist;

(1) Fewer than two Bids have been submitted and Excise, Taxation & Narcotics Control Department GoS is of the view that wider competition can be ensured by extending the deadline. In such case, the Bids submitted shall be returned to the Bidders un-opened;

(2) If Excise, Taxation & Narcotics Control Department GoS is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended;

5.10 LATE SUBMISSIONS

Excise, Taxation & Narcotics Control Department GoS will not accept for evaluation any Bid received by it after the Bid Due Date for any reason whatsoever.

5.11 CLARIFICATION OF THE BID

5.12.1 No Bidder shall be allowed to alter or modify his Bid(s) after the expiry of deadline for the receipt of the Bids;

Provided that Excise, Taxation & Narcotics Control Department GoS may ask the Bidders for clarifications needed to evaluate the Bids but shall not permit any Bidder to change the substance or price of the Bid;

5.12.2 Any request for clarification in the Bid, made by Excise, Taxation & Narcotics Control Department GoS shall invariably be in writing. The response to such request shall also be in writing.

5.12 EVALUATION OF BID

5.13.1 Opening of Bids

(1) The Technical Bids shall be opened within one hour of the deadline for submission of Bids in terms of this BIDDING DOCUMENT;

(2) All Technical Bids shall be opened publicly in the presence of all the Bidders, or their representatives, who may choose to be present in person, at the time and place specified in this BIDDING DOCUMENT.

(3) Excise, Taxation & Narcotics Control Department GoS shall evaluate all Technical Bids in the manner specified in this BIDDING DOCUMENT, without reference to the Financial Bids and reject any Technical Bid which does not conform to the requirements specified in this BIDDING DOCUMENT.

(4) The Financial Bids of Bidders (other than Qualified Bidders) shall be returned un-opened to such Bidders.

(5) All Financial Bids of the Qualified Bidders shall be opened publicly in the presence of all the Qualified Bidders, or their representatives, who may choose to be present in person, at the time and place specified in this BIDDING DOCUMENT;

(7) Excise, Taxation & Narcotics Control Department GoS shall read aloud the name of the Qualified Bidder and total amount of each Financial Bid shall be read aloud and recorded when opened;

(8) All Qualified Bidders in attendance shall sign an attendance sheet;

(9) All Bids submitted after the time prescribed as well as those not opened and read out at Bid opening, due to any procedural flaw, shall not be considered, and shall be returned without being opened;

(10) Excise, Taxation & Narcotics Control Department GoS and the Evaluation Committee shall encircle the rates and shall sign each and every page of the Financial Bids;

(11) Excise, Taxation & Narcotics Control Department GoS and the Evaluation Committee shall issue the minutes of the opening of the Bids in accordance with applicable law.

5.13.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation in relation to the Bidders shall not be disclosed to any person not officially concerned with the process. Excise, Taxation & Narcotics Control Department GoS will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. Excise, Taxation & Narcotics Control Department GoS will not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure. Excise, Taxation & Narcotics Control Department GoS however reserves the right to make public disclosure of the names of the Bidders.

5.13.3 Tests of responsiveness

(1) Prior to evaluation of Bids, Excise, Taxation & Narcotics Control Department GoS will determine whether each Bid is responsive to the requirements of the BIDDING DOCUMENT. A Bid shall be considered responsive if it:

(a) Is received /deemed to be received by the Bid Due Date including any extension thereof pursuant to Clauses 5.8 and 5.9;
(b) Is signed, sealed and marked as stipulated in Clauses 5.8;
(c) Is accompanied by the Power of Attorney as specified in section 13;
(d) Contains all the information as requested in the BIDDING DOCUMENT;
(e) Contains information in formats same as those specified in this BIDDING DOCUMENT;
(f) Mentions the validity period as set out in Clause 5.4;
(g) Is accompanied by a copy of the receipt of purchase of the BIDDING DOCUMENT.

(2) Excise, Taxation & Narcotics Control Department GoS reserves the right not to accept for evaluation any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Excise, Taxation & Narcotics Control Department GoS in respect of such Bids.

5.13 CLARIFICATIONS

To facilitate evaluation of Bids, GoS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.14 SELECTION / QUALIFIED BIDDERS AND NOTIFICATION

5.15.1 After the evaluation of the Technical Bids, Excise, Taxation & Narcotics Control Department GoS would announce a list of the Qualified Bidders. To the extent possible, the Qualified Bidders will be notified in writing by Excise, Taxation & Narcotics Control Department GoS not later than _____. At the same time, Excise, Taxation & Narcotics Control Department GoS would notify the other Bidders that their Bids have been unsuccessful.

5.15.2 Excise, Taxation & Narcotics Control Department GoS shall announce the results of the Bids evaluation in accordance with the applicable laws.

5.16 GENERAL COMPLIANCE CRITERIA

5.16.1 The Bidder should be Eligible Entities;

5.16.2 In case of a Bidding Consortium,

(1) Jv/Consortium is allowed to bid;

5.16.3 The Bidder shall notify all changes in the shareholding structure of the Bidder Company prior to contract award in respect of the Contract in terms of this BIDDING DOCUMENT. Such changes may be approved by Excise, Taxation & Narcotics Control Department GoS provided the same are carried out in conformity with the terms and conditions of the BIDDING DOCUMENT and do not jeopardize the Bidder's qualification in terms of the BIDDING DOCUMENT.

5.17 BID SECURITY TO BE PAID BY THE BIDDERS

5.17.1 Bid Security

Bidders are required to submit a Demand Draft, payorder or Bank guarantee from any scheduled bank in Pakistan favouring "**Excise & Taxation & Narcotics Control Department**" payable at Karachi for 5% of estimated bid amount or **PKR 150 Million** whichever is minimum along with their Bids as Bid Security. The Bids which are not accompanied by the Bid Security shall be rejected by Excise & Taxation Department GoS as "Non-Responsive".

Excise, Taxation & Narcotics Control Department GoS shall forfeit the Bid Security in full (together with any profit / interest accrued thereon) under the following circumstances:

(1) If the Bidder revokes his Bid at any time during the stipulated Bid Validity Period as per Section 5.5 of Part I of the BIDDING DOCUMENT (or during the extended Bid Validity Period as per Section 5.6 of this BIDDING DOCUMENT);

(2) If the Bidder, during the Bid Validity Period:

(a) is disqualified in terms of Section 5.23 of this BIDDING DOCUMENT; and/or

(b) fails or refuses to execute the Letter of Intent (in the event of the award of the Contract to them).

The Bid Security of the Bidders (other than Technically Qualified Bidders) shall be returned without any interest or profit within two weeks of announcement of the Bid evaluation.

The Bid Security of Technically Qualified Bidders (other than the Preferred Bidder) shall be returned on the date on which Excise, Taxation & Narcotics Control Department GoS signs the Contract Agreement with the Preferred Bidder.

In case the Bid Process is cancelled, or all Bids are rejected by Excise, Taxation & Narcotics Control Department GoS, the Bid Security of all the Bidders will be released/ refunded within one week from the date on which Excise, Taxation & Narcotics Control Department GoS cancels the Bid Process or rejects all Bids without any interest or profit.

The Bid Security of the Preferred Bidder shall be valid until the Contract Commencement Date and shall also be encashable for failure to achieve Contract Commencement Date by the Preferred Bidder.

5.17.2 Performance Securities

The Bidder has to submit a Performance Security of 5% of annual contract price renewable every year in the form of Demand Draft, Payorder or a Bank Guarantee from a scheduled bank prior to the work Commencement Date, as provided in the Contract Agreement.

5.18 REGULATORY PERMISSION

With respect to any regulatory permissions/approval that may be required from a regulator/entity (including foreign regulators/entity), if any, as a consequence of the transaction contemplated in this BIDDING DOCUMENT, the same shall be the responsibility of the Preferred Bidder and neither Excise, Taxation & Narcotics Control Department GoS nor the Transaction Advisors shall provide any assurance in this regard. The Preferred Bidder must comply with the requirements of all applicable laws in order to undertake the Contract.

5.19 NON PAYMENT OF PROFIT OR MARK-UP

For the avoidance of doubt, if for whatsoeverreason, Excise, Taxation & Narcotics Control Department GoS is required to return the amounts paid by a Bidder (including the Bid Security), Excise, Taxation & Narcotics Control Department GoS shall return the same without any profit or mark-up, etc., thereon. All remittance charges applicable on return/refund of amounts shall be for the account of the Bidder concerned and any such charges which are or shall be incurred by Excise, Taxation & Narcotics Control Department GoS may be deducted by Excise, Taxation & Narcotics Control Department GoS from any amounts to be repaid to any Bidder.

5.20 STAMP/TRANSFER DUTIES/TAXES

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

5.21 GOVERNING LAW & JURISDICTION

The BIDDING DOCUMENT shall be governed by and construed in accordance with the laws of Pakistan until execution of the Concession Agreement. The Courts of Pakistan will have exclusive jurisdiction in relation to any claim, dispute or difference concerning them and any matter arising there from.

5.22 SELECTION PROCESS

The selection of the Bidder will be done on the basis of qualification in both Technical and financial bid as follows:

- **Technical Bid – Evaluation of Technical Proposal.**
- **Financial Bid – Evaluation of Financial Bid.**

5.23 TECHNICAL BID

5.24.1 Evaluation of Technical Proposal

The capability and strategy of the Bidder and the quality of concept plan and designs, shall be assessed at this stage. This evaluation shall consist of assessment of the following:

1. Bidders' Capability and Experience
2. Qualifying Eligibility Criteria as per clause 5 is mandatory.
3. Supply chain and manufacturing
2. Business Plan Evaluation for the Contract
    a. Concept Plan
    b. Communication Plan
    c. Design and Specification
    d. Supply Chain
    e. Manufacturing facility

5.24.2 Consideration for Evaluation

The Bidder or their Affiliate to be considered for any of the Capability criteria as per the following conditions:

5.24.2.1 For a Bidding Company

For evaluation under the various capability criteria, either the strength of the Bidding Company or if it so prefers, the strength of any one Affiliate of the Bidding Company shall be considered as representing that of the Bidding Company. The Affiliate would also be required to be designated as per the formats.

5.24.2.2 **Qualification through Affiliates**

Bidders may satisfy the Financial Capability and the Technical capability through the net worth or through the technical experience (as applicable) of one or more Affiliates. In either case, the ownership relationship between the Bidder and the Affiliate(s) must be explained.

5.24.2.3 Disqualification

Even if the Bidders meet the above criteria, they are subject to be disqualified if the Bidders, have:

a. Made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally; or Been debarred by Excise, Taxation & Narcotics Control Department.

b. Not meeting the eligibility criteria

5.24.3 EVALUATION

The companies successfully meet the Mandatory clauses as mentioned in BIDDING DOCUMENT will be considered for second stage of Technical evaluation, Second stage of Technical qualification is comprising of Evaluation Criteria as mentioned in below table. Bidder qualifying Mandatory clauses and achieving 70% score in Eligibility Criteria will qualify for financial evaluation. The following scoring pattern will be adopted for evaluation of the Technical Proposal:

1. **Technical (Quality, Human Resource, Professional, Backup Support)**

(Max Points 60)

Description	Points	
	Total No of full time employees (Max Points 5)	
(Mandatory)	Up to 200	1 Points
	201-250	2 Points
	251-350	3 Points
	351-450	4 Points
	451-500	5 Points
	Total No. of fulltime Technical employees with technical education background (Max Points 5)	
	1-10	1 Points
	11-20	2 Points
	21-30	3 Points
	31-40	4 Points
	41-50	5 Points
	Total No. of Contract Managers with PMP Certification (Max Points 5)	
	1	2 Points
	2	5 Points
	Engineers (Max Points 5)	
	1-2	2 Points
	3-5	5 Points
	Technical Skilled Staff having certification related to Smart Cards (Max Points 5)	
	1-2	2 Points
	3-5	5 Points
	Total No. of Employees having IT related Qualification (Max Points 5)	

	01 Points for each 01 (Max 5)
No. of Employees with IT related Qualification dedicated to this Contract (Max Points 5)	
	01 Points for each (Max 5)
(**mandatory**)	**Sample of Smart Cards**as per specifications of Bid Document and subject to satisfactory testing report from PSQCA. (**(Max 15)**
Projects of similar nature (mandatory) (Max 10)	

2. Financial

(Maximum 20 marks)

Description	Points	
Annual Turnover (Total Assets – Total Liabilities) (Max Points 10)		
(Mandatory)	500-550 million	2 Points
	551-600 million	4 Points
	601-650 million	6 Points
	651-700 million	8 Points
700& Above	**10 points**	

Total Contracts with Public Sector s (worth 5 million & above)(Max Points 10)		
	1-2 contracts	2 Points
	3-4 contracts	4 Points
	5-6 contracts	6 Points
	7-8 contracts	8 Points
	9 & more contracts	10 points

3. Presentation by Bidders to the Evaluation Committee (20 points)

After the Technical Bids are opened, the Bidders will be required to make a presentation before the Honourable Minister for Excise & Taxation. The presentation should cover the following aspects:

- Key strengths of the Bidder
- Financial, technical and O&M capability of the Bidder
- Concept plans and designs
- Overview of the preliminary Contract Implementation Plan
- Development time frame for implementation of the Contract
- Strategy to be adopted for development and O&M of the Contract
- Modality of the delivering the Smart Card Registration Certificate to the motorists.
- Orientation of the basic design of the website and its various features.

- Manner in which the Bidder would add value to the overall concept of the contract

Other unique features of the Contract that the Bidder would like to highlight

5.24.4 QUALIFICATION CRITERIA

Companies passed through the eligibility and mandatory clauses will be considered for technical evaluation.

The maximum score that can be received in the technical capability criteria is 100. Bidders having total score of 70 points and above would qualify for the Financial Bid evaluation stage.

5.24 FINANCIAL BID

The Financial Bid would be required to be submitted in a sealed cover and in the format as given in this BIDDING DOCUMENT. The Financial Bid of only the Technically Qualified Bidders shall be opened and the Financial Bid of the Bidders who have not been short listed shall be returned un-opened.

5.25.1 EVALUATION OF FINANCIAL BID

The Financial Bid of only the Qualified Bidders shall be opened and the Financial Bid of the Bidders who have not been short listed shall be returned un-opened.

The Bidder quoting the lowest bid shall be the “Preferred Bidder”. Bidder’s quoting the 2nd highest and 3rd lowest bid shall be the “Other Preferred Bidders”.

5.25.2 OBJECTIVE OF FINANCIAL BID EVALUATION

The Financial Bid evaluation criterion seeks to identify the entity offering the Bid.

5.25.3 FINANCIAL BID: EVALUATION CRITERIA

The Financial Bid considered for evaluation shall be ranked in the order of Quoted Bid Amount offered to Excise, Taxation & Narcotics Control Department GoS. The Qualified Bidder offering the lowest bid as part of its Financial Bid shall be declared the Preferred Bidder. In case the Contract Agreement is not concluded with the Preferred Bidder, the Other Preferred Bidders would be considered and Excise, Taxation & Narcotics Control Department GoS shall be entitled to invite the Other Preferred Bidders to match the highest Financial Bid, on the same terms and conditions as were settled with the earlier Bidder. Excise, Taxation & Narcotics Control Department GoS will retain the right within the above broad framework to make modifications and apply uniformly to all Bidders.

In case the Financial Bids of two or more Bidders are found to be equal, the Bidders shall be ranked in the order of their technical capability criteria scores, i.e. the Bidder with the higher technical capability criteria score shall be ranked higher than the Bidder with the lower technical capability criteria score.

5.25.4 FORMAT OF FINANCIAL BID

The Financial Bid is to be submitted strictly in the formats provided in Section 10 of Part I of the BIDDING DOCUMENT,

PROCEDURES TO BE FOLLOWED

5.25 Enquiries& Clarifications

Enquiries, if any, should be addressed to:

Director (Admn/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
Excise, Taxation & Narcotics Control Department GoS shall aggregate all requests for clarifications received from Bidders by the due date stated in Section 5.8 without specifying the source of such request(s), and shall prepare a consolidated response as appropriate, which shall be distributed to all Qualified Bidders.

5.26 Checklist

Bidders are required to arrange their documents forming part of their Bid in the following order.

Technical Bid	Covering Letter as per the format specified in Section6 of Part I of the BIDDING DOCUMENT, along with a duly stamped original Power of Attorney authorising the authorised representative and signatory to act on behalf of the Bidder.
	Description of the Bidder as per the format specified in Section 9 of Part I of the BIDDING DOCUMENT.
	Affidavit as described in Clause no. 5.2.3
	Letter of Acceptance as per the format specified in Section7 of Part I of the BIDDING DOCUMENT, from each of the Members (bidder).

	Letters of Commitment as per the format specified in Section8 of Part I of the BIDDING DOCUMENT, from each of the entities (which may be an Affiliate of the Bidding Company), the strengths of which are desired to be considered for the purpose of evaluation.
	Earnest Money Deposit to be paid by the Bidder as per Clause 5.17.1 of Part I of the BIDDING DOCUMENT
	Bidders' Capability and Experience as per the format specified in Section 12 of Part I of the BIDDING DOCUMENT.
	• Business Plan • Communication Plan. • Concept Plan & Design. • Compliances of all Mandatory Clauses

The Bidder can submit the Bid by registered post / courier/hand delivery, so as to reach the under mentioned address by the time and date stipulated in the BIDDING DOCUMENT. Bids received after the due date and time shall not be accepted.

Director (Admn/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

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 90 days from the last date for submission of the Bid as indicated in the BIDDING DOCUMENT. Non-adherence to this requirement may be a ground for declaring the Bid as "Non-responsive". However, Excise, Taxation & Narcotics Control Department GoS may solicit the Bidder's consent for extension of the period of validity. The request and response shall be in writing. A Bidder accepting Excise, Taxation & Narcotics Control Department GoS's request for extension of validity shall not be permitted to modify his Bid in any other respect.

6 FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder on appropriate company letterhead)

Date:
Place:

Director (Admn/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
Dear Sir,

Sub: Selection of Bidder for the Production, Printing and Supply Of Security Featured Vehicle Registration Smart Card

Please find enclosed one (1) original + one (1) copies of our Technical Bid in respect of the **Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card,**in response to the *Bid* ("BIDDING DOCUMENT") issued by Excise, Taxation & Narcotics Control Department GoS dated _____.

We hereby confirm the following:

1. The Bidis being submitted by*(name of the Bidding Company* who is the Bidder),in accordance with the conditions stipulated in the BIDDING DOCUMENT. Our Bid includes the Letter(s) of Acceptance in the format specified in the BIDDING DOCUMENT, and the MoU (as per the principles stated in the BIDDING DOCUMENT) between, _____ *(mention names of the entities that are the principal)*, who are the manufacturer as per the conditions stipulated in the BIDDING DOCUMENT.

2. We have examined in detail and have understood the terms and conditions stipulated in the BIDDING DOCUMENT issued by Excise, Taxation & Narcotics Control Department GoS and in any subsequent communication sent by Excise, Taxation & Narcotics Control Department GoS. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the BIDDING DOCUMENT or in any of the subsequent communications from Excise, Taxation & Narcotics Control Department GoS.

3. We desire / do not desire (*Please strike out whichever is not applicable*) to get credited for the financial strength of our Affiliate.

4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the BIDDING DOCUMENT, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

5 We as the Bidding Company (Please strike out whichever is not applicable), designate Mr./Ms. _____ *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorised Representative and Signatory who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Contract.

6. A Power of Attorney from the Bidding Company authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Contract is included as a part of the Proposal.

7. Our Bid is a firm and irrevocable offer and shall remain valid until _____. We agree to reasonably consider any request from Excise, Taxation & Narcotics Control Department GoS to extend further the validity period beyond this date.

For and on behalf of :
Signature :
(Authorised Representative and Signatory)

Name of the Person :
Designation :

List of Enclosures :

7 FORMAT OF LETTER OF ACCEPTANCE

(The Letter of Acceptance is to be submitted by Bidding company and Principal on appropriate company letterhead)

Date:
Place:

Director (Admn/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

Dear Sir,

Sub: Selection of Bidder for the Production, Printing and Supply Of Security Featured Vehicle Registration Smart Card Contract

This has reference to the Technical Bidbeing submitted by _____*(mention the* Bid*ding Compay)*, in respect of the **Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card** in response to the *Bid* ("BIDDING DOCUMENT") issued by Excise, Taxation & Narcotics Control Department GoS dated _____.

We hereby confirm the following:

1. We _____*(name of the bidder furnishing the Letter of Acceptance)*,have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following :

   - The BIDDING DOCUMENT issued by Excise, Taxation & Narcotics Control Department GoS;
   - All subsequent communications between Excise, Taxation & Narcotics Control Department GoS and the Bidder, represented by _____*(Mention name of the bidder name)*;
   - The principles of the MoU to be signed between / among _____*(names of the Bidder)*, as manufacturer of the Bidding; and
   - The Bidbeing submitted by _____*(name of the bidder)*.

2. We authorise _____ *(name of the bidder)*, as the bidder and authorise the same to perform all tasks including, but not limited to providing information, responding to enquiries on behalf of the principal, in respect of this Contract.

For and on behalf of :
Signature :
(Authorised Representative and Signatory)

Name of the Person :
Designation :

8 FORMAT OF THE LETTER OF COMMITMENT

(The Letter of Commitment is to be submitted by Bidding Company /Manufacturer of the Bidding whose strengths are desired to be considered for purpose of the evaluation of the Minimum Eligibility Criteria of the BIDDING DOCUMENT, on appropriate company letterhead)

Date:
Place:

Director (Admn/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
Dear Sir,

Sub: Selection of Bidder For The Production, Printing and Supply Of Security Featured Vehicle Registration Smart Card

This has reference to the Technical Bidbeing submitted by _____*(mention the* Bid*der)*, in respect of the **Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card** in response to the *Bid* ("BIDDING DOCUMENT") issued by Excise, Taxation & Narcotics Control Department GoS dated _____.

We hereby confirm the following:

1. We _____*(name of Bidder)*, have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following :

   - The Bidding Document issued by Excise, Taxation & Narcotics Control Department GoS;
   - All subsequent communications between Excise, Taxation & Narcotics Control Department GoS and the Bidder, represented by _____(name of the Bidding Company
   - The Bidbeing submitted by _____*(name of the Bidding Company*

2 We therefore request Excise, Taxation & Narcotics Control Department GoS to consider our strengths, our experience, and our track record as specified in the BIDDING

DOCUMENTpursuant to the conditions specified in the BIDDING DOCUMENT, for the purposes of evaluation.

For and on behalf of :
Signature :
(Authorised Signatory of respective Affiliate)

Name of the Person :
Designation :

9 DESCRIPTION OF THE BIDDER

9.1 FOR A BIDDING COMPANY

Name of Bidding Company	
Nature of Bidding Company	(Whether the bidding company is corporation, partnership, trust etc)

10 FORMAT OF FINANCIAL BID

(***On appropriate company letterhead)***

Date:

Place:

Director (Admn/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

Dear Sir,

Sub: SELECTION OF BIDDER FOR THE PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED VEHICLE REGISTRATION SMART CARD

Please find enclosed our Commercial Offer in respect of the**Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card** in response to the *Bid* ("BIDDING DOCUMENT") issued by Excise, Taxation & Narcotics Control Department GoS dated _____.

Description	Cost per unit	Contract Cost Per Annum
1. Production. Printing & Supply of Security featured smart cards per specifications provided in the bid documents per unit at the designated stores prescribed by ET&NC Department.	Rs. _____ per unit	Rs. _____
2. Supply of Smart Card reader /Writer as per the specification provided in bid document with complete solution including installation and software (quantity **250 units** One time supply)	Rs. _____ per unit	

Note:

1. Approximate quantity of smart card **1 million units** per annum.
2. All the prescribed federal and provisional levies shall be borne by the bidder/supplier
3. The contract agreement shall be for 05 years as defined in scope of work of this bid document.

We hereby confirm the following payment mechanism for the above Quoted Bid Amount:

2. We understand that this offer of Quoted Bid Amount will be incorporated in the Contract Agreement to be signed between Excise, Taxation & Narcotics Control Department GoS and the bidder.

3. We also understand that the final selection is solely based on the Quoted Bid Amount and as such our offer shall be incorporated without any changes whatsoever in the Contract Agreement to be signed between Excise, Taxation & Narcotics Control Department GoS and the bidder.

4. We also understand that our offer for Quoted Bid Amount and other considerations to be made to Excise, Taxation & Narcotics Control Department GoS are key obligations under the Contract Agreement.

For and on behalf of :
Signature :

(Authorised Representative and Signatory)

Name of the Person :
Designation :

11 FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

From:
[Name of the Bank, and its Branch Address]

Director (Admn/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. ……(the "Company") has Bid for the **Selection of Bidder or the <u>Production, Printing and Supply of security featured vehicle registration smart card</u>** (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. …….. dated …….. ("the LoI") issued by Excise, Taxation & Narcotics Control Department GoS.

B. …… 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. …… only (Pakistani Rupees …….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.

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

Guarantee

1. We, [Name of Bank] (the "Guarantor") with its registered office at [Address of the Bank], 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. …….. only (Pakistani Rupees …… 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 ……and shall remain in full force and effect for …….months thereafter. This Guarantee shall be valid and effective upto [Date of validity of the Bank Guarantee] 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.

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 authorised to execute this Guarantee pursuant to the power granted under _____.

Seal of the Guarantor:

Name of the Guarantor:

Signature:

Name:

Title:

Date:

12 FORMATS FOR ASSESSING BIDDERS CAPABILITY

FORM 13A

Details of Applicant

1. (a) Name
   (b) Country of incorporation
   (c) Address of the corporate headquarters and its branch office(s), if any, in Pakistan
   (d) Date of incorporation and/or commencement of business

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Contract.

3. Details of individual (s) who will serve as the point of contact / communication within the Company:

   (a) Name :
   (b) Designation :
   (c) Company :
   (d) Address :
   (e) Telephone Number :
   (f) E-Mail Address :
   (g) Fax Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:

   (a) Name :
   (b) Designation :
   (c) Address :
   (d) Phone No. :
   (e) Fax No. :
   (f) E-mail :

5. Organisation chart and details of key personnel in the organisation including in-house engineers, architects, etc

FORM 13B

Technical and Managerial Capability and Relevant Past Experience ("Technical Capability")

To,

Director (Admn/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

Dear Sir,

Sub: Selection Of Bidder For The Production, Printing and Supply Of Security Featured Vehicle Registration Smart Card .

We meet the Technical and Managerial Capability and Relevant Past Experience ("Technical Capability") requirements as per the BIDDING DOCUMENT on account of the following contract(s):

Annex-A to Form-III

Experience of Similar* Supply and Installation

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	

Signature of Company Secretary
(Please also affix company seal)

Date;
Note: Please specify details of whether and how the above criteria are being met through Affiliates. The above response sheet should be signed and certified as true by the Company Secretary of the Applicant

FORM 13-C - DETAILS OF ALL COMPLETED CONTRACTS

Name of Contract & Location	Name of Client	Scope of Contract	Annual Cost of Contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address, Telephone, Mobile No. of officer to Whom reference may be made	place of registration	Remarks

(Signature of the Bidder)

FORM 13 D - DETAILS OF SIMILAR CONTRACTS

Name of Contract & Location	Name of Client	Scope of Contract	Annual Cost of Contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address, Telephone, Mobile No. of officer to Whom reference may be made	place of their registration	Remarks

(Signature of the Bidder)

FORM 13-E - DETAILS OF ALL CONTRACTS IN PUBLIC SECTOR

Name of Contract & Location	Name of Client	Scope of Contract	Annual Cost of Contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address, Telephone, Mobile No. of officer to Whom reference may be made	place of their registration	Remarks

(Signature of the Bidder)

FORM 13-F - DETAILS ABOUT THE ORGANISATION OF THE COMPANY

	Detail	
1	Name and address of Bidder	
2	Telephone, Mobile No., Fax No. and e-mail address	
3	Legal status: (Attach copies of original document defining the legal status) a) A Firm in partnership b) A limited company, corporation	
4	Particulars of registration: a) Of the Firm under any prevailing law b) Sale Tax, Income Tax . SRB and Professional Tax etc. attach attested photocopies detailing: i) Registration Number ii) Organization/Place iii) Other relevant details	
5	Name and title of Director(s) and officer(s) with designation and contact details who will be directly concerned with this work.	
6	Have you or your constituent Principal been debarred/black Listed from tendering in any organization at any time? If so, give details.	
7	Any other information considered necessary but not included above.	

(Signature of the Bidder)

FORM 13-G – DETAIL OF STAFF

DETAILS OF STAFF AND ADMINISTRATIVE PERSONNEL

ON THE role OF THE COMPANY

	Name &Contact details	Designation	Qualification	Job Description	Employee type: Regular/ Casual	Working since	Professional experience	Remarks

1. Total Number of full time employees who have been in the company for at least 1 year.
2. Total Number of full time Employees at Managerial Positions.
3. Total Number of full time Contract Managers.
4. List out Contract Managers / Engineers to be dedicated for the Contract.
5. Total Number of Technical Staff which can be spared for the Contract

(Signature of the Bidder)

FORM 13-H – QUALITY ASSURANCE

Industry Certification of Quality Assurance, Management and Technical Excellence

SN	Requirement	Detail	Document to be attached/ Annex
1	ISO 7816	General Quality Assurance regarding Smart Cards (Latest)	
2	ISO 9001 / Business Management.	IT Specific Quality Assurance (Latest)	
3	OHSAS 18001 - 2007	Business Solution Provider	

(Signature of the Bidder)

FORM 13-J - FINANCIAL INFORMATION

1	Financial Analysis details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for last 3 (Three) years (copies to be attached) :			
	Detail	**1st Year**	**2nd Year**	**3rd Year**
I	Gross annual turnover			
Ii	Profit / Loss			
Iii	Financial Position:			
	a) Cash			
	b) Current assets			
	c) Current liabilities			
	d) Working capital (b-c)			
	e) Current ratio:			
	f) Current Assets/Current Liabilities (b/c)			

2 Up-to-date Income Tax Clearance Certificate.
3 Certificate of Financial Soundness from bankers of Bidder.
4 Financial arrangements for carrying out the proposed works.
5 Detail(s) of bank account(s) of the Firm in Pakistan and abroad.

(Signature of the Bidder)

13 FORMAT FOR AUTHORITY LETTER FOR SIGNING OF APPLICATION

Power of Attorney

Know all men by these presents, We…….(bidder name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms……(name and residential address) who is presently employed with us and holding the position of ……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the contract envisaging **Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card** ("The Contract"), including signing and submission of all documents, including the Bidding Documents (as defined in the Bid Document dated [ ]), and providing information / responses to Excise, Taxation & Narcotics Control Department GoS, representing us in all matters before Excise, Taxation & Narcotics Control Department GoS, and generally dealing with Excise, Taxation & Narcotics Control Department GoS in all matters in connection with our Bid for the said Contract in terms of the Bid Document dated [ ].

For _____

Accepted

(Signature)

(Name, Title and Address of the Signatory)

14 FORMAT FOR PRINCIPAL'S AUTHORIZATION LETTER

To

<bidder name>
<Bidder Complete Address, City, Country>

Subject: **SELECTION OF BIDDER FOR THE PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED SMART CARD.**

Dear Sirs,

<Principal> Authorized Distributer (Tier-1)

We hereby certify and authorize_____(type the Name and Address of the Bidder) to submit the Bid and sign contract with the Excise and Taxation Department against the Bid Ref.: **Advertisement _____name, date** for the **Selection of Bidder for the Production, Printing and Supply of security featured vehicle registration smart card**. We hereby extend our full guarantee and warranty for the goods offered for supply and services by the above company against these Bid Documents.

Yours truly,

<Principal Name, Address, City & Country>

15 PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE BIDDER AND PRINCIPAL (SMART CARD MANUFACTURER)

(To be executed on appropriate value of Non-Judicial Stamp paper as per Stamp Act prevailing in the province of Sindh)

The principles based on which the Memorandum of Understanding (MoU) shall be executed between/among the bidder and Principal, are stated below;

1. The MoU should clearly specify the roles and responsibilities of bidder and principal, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Members.

2. The MoU should clearly designate bidder. The bidder shall necessarily make the 100% equity contribution in the Contract Company, which shall not be diluted for at least three years from the date of start of commercial operations.

3. The principal assessed for technical Capability shall not make equity contribution in the Contract Company, which shall not be diluted till the completion of the construction period.

4. The bidder shall be responsible for;

    a. Tying up finances for the Contract:

        i. ensuring the equity contribution by bidder & Principal, and in the event of a default, make good such contribution, subject to the condition that the both should still be able to attain the minimum technical & financial criteria, as laid down in the BIDDING DOCUMENT without considering the defaulting bidder.

        ii. Undertaking primary responsibility for lassoing with the lending institutions and mobilising debt resources for the Contract.

    b. Ensuring the individual and collective commitment of bidder & Principal in honouring the Contract Company's obligations. The bidder would be overall responsible for the execution of the Contract. Thebidder/principal shall be jointly and severally liable for the same.

5. The MoU should be duly signed by bidder and Principal.

6. **The MoU should be executed on an appropriate stamp paper.**

7. **The MoU should be specific to this Contract.**

8. The MoU should be valid for a minimum**sixty months** from the last date for submission of the Request for Proposal. The validity period of the MoU should be extendible on the original terms, if required by Excise, Taxation & Narcotics Control Department GoS.

16 ANNEXURE - A - SCOPE OF WORK

SCOPE OF WORK

1. The proposal for Production, Printing and Supply of security featured vehicle registration smart card on longer term rolling plan for a period of 05 (Five years) as per specification given in the bid document.
2. A contract agreement will be signed between ET&NC Department and successful bidder for period of5 years to replace and issue smart cards for all old and new registrations and all registered vehicles in Government of Sindh. Delivery stores, schedule and payment plan will be the part of the contract.
3. Random check of selected supplied Smart Cards will be done by ET&NC Dept. If any deviation from ISO Standard 7816 and specification laid down in this BIDDING DOCUMENT, the proper proceedings as envisaged in the Contract Agreement shall be initiated.
4. The E T&NC Department will be responsible for the issuance of Smart Card using their existing offices and will provide secure premises, electricity, and other facilities to bidder to store, work, data feeding and print if required at E&T offices
5. The E T&NC department will be responsible for the verification and provision of Data in soft form to the contractor.

6 The ET&NC Department will be responsible for the quarterly payment of the supplied stock on submission of bills / invoices by the contractor.

ANNEXURE – C – 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 192 bits
- Public key crypto co-processing block
- Common Criteria EAL 5+ certified for user data protection
- Low power RNG complaint to AIS-31 / FIPS 140-2
- 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 ISO 7816-1

ISO 7816 UART Supporting T=0 & T=1 with very high baud rate of upto 512 kbit/sec

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: FIPS 201
- Card Acceptor: Friction OR Landing
- Card – Reader Communication: up to 500 Kbit/sec
- Protocol: ISO 7816 T=0 & T=1, EMV optional
- Operating Voltage: ISO 7816 Class A, B & C
- Safety and Environment: FCC Class B, CE & RoHS

1) Software

- Provision of (SDK) for Integration, development platform
-

-

INTEGRITY PACT

Integrity Pact

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

[the Consultants/Supplier/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 Consultants /Supplier/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 Consultants /Supplier/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 Consultants /Supplier/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 Consultants /Supplier/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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Consultants /Supplier/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.

(The Consultants/Transaction Advisor) Name:

Authorized Representative:
Title / Position:
Company Name:
Telephone No:
Email:
Signature:
Date: