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No:PMU/R&S/BOR/ 3048 / 2017

BOARD OF REVENUE OF SINDH
REFORMS WING & SPECIAL CELL

Karachi, Dated: 05-07-2017

To,

The Director (Advertisement),
Information Department,
Government of Sindh,
Karachi.

Subject: ADVERTISEMENT OF CORRIGENDUM NOTICE FOR EXTENSION IN SUBMISSION DEADLINE OF BIDS FOR REQUEST FOR PROPOSAL FOR NO.INF/KRY-3339/17 DATED:10-07-2017 NAMEDLY "LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION IN SINDH

Enclosed please find herewith 04 (four) copies of "Corrigendum Notice" for the subject RFP published in leading newspapers on 10th July 2017 vide INF KRY No. 3339/2017 for the subject tender under the subject system of BOR. The Corrigendum notice may please be got published in three leading National Daily English, Urdu and Sindhi Newspapers at the earliest.

Please note that the publication in leading National Daily Newspapers is required under SPP Rules 2010 and violation thereof would lead to infirmities and non-compliance of law.

/
Assistant Director P/CM
Board of Revenue, Sindh

A copy is forwarded for information to:-

1. The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh, Karachi.
2. The Member R&S, Board of Revenue, Sindh
3. The Secretary Information Department, Govt. of Sindh, Karachi.
- ✓ 4. The Manager (C.B), Sindh Public Procurement Authority, Karachi, alongwith a copy of published copies of Notice Inviting Tender, Corrigendum notice with a request to publish the same on the website of SPPRA under SPP Rules 2010.
5. The Deputy Director F&A, Board of Revenue, Sindh
6. The Section Officer to the Senior Member, Board of Revenue Sindh, Karachi.
7. The Focal Person Website: www.sindharmis.gos.pk

Assistant Director P/CM
Board of Revenue, Sindh

Office address: - ST-4, Revenue House, Adjacent Dr. Ziauddin Hospital Clifton Karachi.
Ph: 021-99251367-8, Fax: 021-99251373, www.sindharmis.gos.pk



No: - -10-PMU/BOR/2017/12748
**Automation of Stamps & Registration
BOARD OF REVENUE SINDH
PROJECT MANAGEMENT UNIT**

Dated: 25-07-2017

Read NIT No. INF-KRY No.3339/17
Dated: 10-07-2017

CORRIGENDUM

The last date for submission of bids in respect of NIT vide No. INF-KRY.3339/17 dated: 10-07-2017 namely "**LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH**" FOR THE PROJECT OF **AUTOMATION OF STAMPS & REGISTRATION IN SINDH** published in the Daily newspapers is hereby extended to **Tuesday 15th August 2017 till 02:00 PM** under Rule 22 of SPP Rules 2010.

The bidding document can be obtained from the office of Project Director ASR from **Monday 31st July 2017 till 12:00 PM**.

The proposals shall be submitted on **Tuesday 15th August 2017 at 2:00 PM** and technical proposals against the submitted bids will be opened by the Consultant Selection Committee at **02:30 PM** on the same day, i.e. **Tuesday 15th August 2017** in the Committee Room of PMU ASR.

Other terms and conditions shall remain unchanged.

sd/-

**Project Director ASR
Board of Revenue Sindh**



No:-10-PMU/BOR/2017/3048

**Automation of Stamps & Registration
BOARD OF REVENUE SINDH
PROJECT MANAGEMENT UNIT**

Dated: 25-07-2017

Read NIT No. INF-KRY No.3339/17

Dated: 10-07-2017

CORRIGENDUM

The last date for submission of bids in respect of NIT Vide No. INF-KRY.3339/17 Dated: 10-07-2017 namely "LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION IN SINDH published in the Daily Newspapers is hereby extended to **Tuesday 15th August, 2017 till 02:00 PM** under Rule 22 of SPP Rules 2010.

The Bidding Document can be obtained from the office of Project Director ASR from **Monday 31st July, 2017 till 12:00 PM**.

The proposals shall be submitted by **Tuesday 15th August, 2017 at 2:00 PM** and technical proposals against the submitted bids will be opened by the Consultant Selection Committee at **02:30 PM** on the same day, i.e. **Tuesday 15th August, 2017** in the Committee Room of PMU ASR.

Other Terms and Conditions shall remain unchanged.

**Project Director ASR
Board of Revenue Sindh**

Office address: C-73, Block 2, Kehkashan Clifton, Karachi, Pakistan.
Ph: 021-99251415-6, Fax: 021-99251373, www.borsindh.gov.pk

INF/KRY/3509/17

*The review
27/7/17*

Signature
26/7/17



No:-10-PMU/BOR/2017/3048

**Automation of Stamps & Registration
BOARD OF REVENUE SINDH
PROJECT MANAGEMENT UNIT**

Dated: 25-07-2017

Read NIT No. INF-KRY No.3339/17

Dated: 10-07-2017

CORRIGENDUM

The last date for submission of bids in respect of NIT Vide No. INF-KRY.3339/17 Dated: 10-07-2017 namely "LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION IN SINDH published in the Daily Newspapers is hereby extended to Tuesday 15th August, 2017 till 02:00 PM under Rule 22 of SPP Rules 2010.

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Other Terms and Conditions shall remain unchanged.

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Board of Revenue Sindh**

Office address: C-73, Block 2, Kehkashan Clifton, Karachi, Pakistan.
Ph: 021-99251415-6, Fax: 021-99251373, www.borsindh.gov.pk

INF/KRY/3509/17



No:10-PMU/BOR/2017/5239

**BOARD OF REVENUE OF SINDH
REFORMS WING & SPECIAL CELL**

Karachi, Dated: 5-07-2017

To,

The Director (Advertisement),
Information Department,
Government of Sindh,
Karachi.

Subject: ADVERTISEMENT FOR PROCUREMENT OF SERVICES OF A FIRM FOR "LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" UNDER THE SCHEME "AUTOMATION OF STAMPS & REGISTRATION"

Enclosed please find herewith 04 (four) copies of "Notice Inviting Tender" for **"LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" FOR THE PROJECT OF AUTOMATION OF STAMPS & REGISTRATION IN ALL DISTRICTS OF SINDH** of BOR Sindh. The tender notice may please be got published specifically in three leading National Daily Newspapers in English (Dawn or The News), Urdu (Jang/Nawa-e-Waqt) & Sindhi (Kawish/Ibrat) at the earliest.

Please note that the publication in leading National Daily Newspapers is required under SPP Rules 2010 and violation thereof would lead to infirmities and non-compliance of law.

**Assistant Director P/CM
Board of Revenue, Sindh**

A copy is forwarded for information to:-

1. The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh, Karachi.
2. The Member R&S, Board of Revenue, Sindh
3. The Secretary Information Department, Govt. of Sindh, Karachi.
4. The Project Director ASR, Board of Revenue, Sindh
5. The Manager (C.B), Sindh Public Procurement Authority, Karachi, alongwith a copy of (1) Advertisement, (2) notification of Consultant Selection Committee (3) extract of revised Annual Procurement Plan & (4) RFP document with a request to publish the attached documents on the website of SPPRA as required under SPP Rules 2010 (amended till date) (5) scanned copy of all documents in CD, (6) Pay Order Rs.2000/- for Hoisting Fee and (6) copy of notification of complaint Redressal Committee
6. The Deputy Director F&A, ASR Board of Revenue, Sindh
7. The Section Officer to the Senior Member, Board of Revenue Sindh, Karachi.
8. The Focal Person Website: www.sindharmis.gos.pk & www.borsindh.gov.pk

**Assistant Director P/CM
Board of Revenue, Sindh**

Office address: - ST-4, Revenue House, Adjacent Dr. Ziauddin Hospital Clifton Karachi.
Ph: 021-99251367-8, Fax: 021-99251373, www.sindharmis.gos.pk



REFORMS WING & SPECIAL CELL BOARD OF REVENUE GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL

Reforms Wing & Special Cell Wing in the Board of Revenue Sindh intends to hire consultancy services for the assignment namely **"LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH"** through the Quality & Cost Based Selection (QCBS) method of Sindh Public Procurement Rules 2010.

Instructions:

1. Interested firms / Consortia of firms having relevant knowledge, technical expertise with proven record of undertaking the similar nature of assignments and meeting the prescribed qualifications may obtain the RFP document containing detailed specifications of required services from the office of the Project Director, Automation of Stamps & Registration (ASR), Board of Revenue Sindh located at the below mentioned address during office timings from 9.00 a.m. to 5.00 p.m. during working days on payment of document fee of Rs. 2000/- (nonrefundable) in the form of pay order / demand draft issued in favour of the Project Director ASR from **Thursday 13th July 2017 till 12:00 PM on Monday 31st July 2017**.
2. The bidding document can also be downloaded from the website of SPPRA, i.e. www.pprasindh.gov.pk or the website of BOR, i.e. www.borsindh.gov.pk, in which case document fee may be submitted along with the bid. Only the bids submitted with the document fee or sufficient evidence of deposit of the same will be considered as eligible for participation in the bidding process.
3. Tender Bids in sealed envelope as per information are required. Interested firms/consortium of firms applying for bids should submit the proposal as per procedure prescribed in SPP Rules under QCBS Method containing the technical & financial proposal along with 2% bid security of the quoted amount of the total bid in the form of Pay Order / Demand Draft in the office of the Project Director ASR, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, situated at **C-73, Block 2, Kehkashan Clifton, Karachi, Tel: +92-21-99251416-15 / Fax: +92-21-99251415**, on or before **Monday 31st July 2017 at 03:00 PM**. Further information / clarification may also be obtained from the same office.
4. The technical proposals submitted against the subject RFP will be opened by the Consultant Selection Committee **on same day, i. Monday 31st July 2017 at 03:30 PM** in the Committee room of Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, **C-73, Block 2, Kehkashan Clifton, Karachi, Tel: +92-21-99251416-15 / Fax: +92-21-99251415** in presence of all the bidders, or their representatives, who may choose to be present.
5. All bids received will be opened and evaluated in the manner prescribed in evaluation criteria of bidding document.
6. Only bids offered in the prescribed tender form provided in the RFP document shall be accepted. However, if necessary, additional sheets may be attached.
7. Conditional tender / proposal will not be entertained.
8. Reforms Wing & Special Cell, Board of Revenue Sindh may cancel the bidding process at any time prior to acceptance of the bid or proposal under Rule 25 (1) of SPP Rules 2010."
9. Procuring agency shall announce the results of bid evaluation in the form of a report, giving justification for acceptance of a bid or proposal, subject to the relevant provisions of SPPRA RULES 2010.
10. This notice can also be seen on the website of SPPRA i.e. www.pprasindh.gov.pk as well as on the website of BOR Sindh, i.e. www.borsindh.gov.pk

-sd/-

Project Director ASR
Board of Revenue Government of Sindh

Office of Project Director ASR, Board of Revenue Sindh
C-73, Block 2, Kehkashan Clifton, Karachi, Tel: +92-21-99251416-15 / Fax: +92-21-99251415



**REFORMS WING & SPECIAL
CELL, BOARD OF REVENUE,
GOVERNMENT OF SINDH**

REQUEST FOR PROPOSAL

Reforms Wing & Special Cell Wing of the Board of Revenue Sindh intends to hire consultancy services for the assignment namely "LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH" through Quality & Cost Based Selection (QCBS) Method of Sindh Public Procurement Rules 2010.

Instructions:

1. Interested Firms / Consortia of Firms having relevant knowledge, technical expertise with proven record of undertaking the similar nature of assignments and meeting the prescribed qualifications may obtain the RFP Document containing detailed specifications of required services from the Office of Project Director, Automation of Stamps & Registration (ASR), Board of Revenue Sindh located at the address mentioned below during office timings from 9:00 a.m. to 5:00 p.m. during working days on payment of document fee of Rs. 2000/- (non-refundable) in form of a Pay Order / Demand Draft issued in favour of the Project Director ASR from **Thursday 13th July 2017 by 12:00 PM till Monday 31st July 2017.**
2. The Bidding Document can also be downloaded from the website of SPPRA, i.e. www.pprasindh.gov.pk or the website of BOR, Sindh, i.e. www.borsindh.gov.pk, in which case document fee may be submitted along with the bid. Only the bids submitted with the document fee or sufficient evidence of deposit of the same will be considered as eligible for participation in the bidding process.
3. Tender Bids in sealed envelope as per information are required. Interested firms / consortium of firms applying for bids should submit the proposal as per procedure prescribed in SPP Rules under QCBS Method containing the technical & financial proposal along with 2% bid security of the quoted amount of the total bid in form of a Pay Order / Demand Draft at the Office of the Project Director ASR, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, situated at **C-73, Block 2, Kehkashan, Clifton, Karachi, Tel: +92-21-99251416-15 / Fax: +92-21-99251415**, on or before **Monday 31st July, 2017 at 03:00 PM**. Further information / clarification may also be obtained from the same office.
4. The technical proposals submitted against the subject RFP will be opened by the Consultant Selection Committee **on the same day, i.e. Monday 31st July, 2017 at 03:30 PM** in the Committee Room of Project Management Unit, Reforms Wing & Special Cell, Board of Revenue, Government of Sindh, **C-73, Block 2, Kehkashan Clifton, Karachi, Tel: +92-21-99251416-15 / Fax: +92-21-99251415** in presence of all the bidders, or their representatives, who may choose to be present.
5. All bids received will be opened and evaluated in the manner prescribed in the evaluation criteria of bidding document.
6. Only bids offered in the prescribed tender form provided in the RFP Documents shall be accepted. However, if necessary, additional sheets may be attached.
7. Conditional tenders / proposals will not be entertained.
8. Reforms Wing & Special Cell, Board of Revenue Sindh may cancel the bidding process at any time prior to acceptance of the bid or proposal under Rule 25 (1) of SPP Rules 2010.
9. Procuring agency shall announce the results of bid evaluation in form of a report, giving justification for acceptance of a bid or proposal, subject to the relevant provision of SPPRA RULES 2010.
10. This notice can also be seen on the website of SPPRA i.e. www.pprasindh.gov.pk as well as on the website of BOR Sindh, i.e. www.borsindh.gov.pk.

The return
9/7/17

**Project Director ASR
Board of Revenue, Government of Sindh**

**Office of Project Director ASR, Board of Revenue Sindh
C-73, Block 2, Kehkashan Clifton, Karachi, Pakistan.
Tel: +92-21-99251416-15 / Fax: +92-21-99251415**



**BOARD OF REVENUE SINDH
REFORMS WING & SPECIAL CELL**

NOTIFICATION

Karachi, dated the 6th July 2017

3033(1)

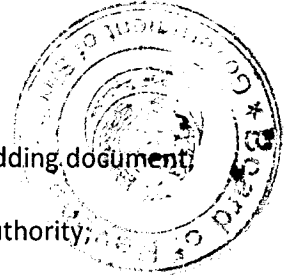
No.P.S/MBR (R&S)/BOR/ /2017. A Consultant Selection Committee is hereby notified under the Sindh Public Procurement Rules 2010 for the tender namely **“LEGAL CONSULTANCY SERVICES FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH”** under the revised PC-1 of scheme namely “Automation of Stamps & Registration in All Districts of Sindh” being executed by Project Director ASR under R&S Wing, Board of Revenue, Sindh. The composition and Terms of References of the Committee are given here as under:

a.Member (R&S), Board of Revenue, Sindh	Chairman
b.Project Director (ASR), R&S Wing, BOR	Member/Secretary
c. Representative of P&D Department, Govt. of Sindh	Member
d.Representative of Finance Deptt., Govt. of Sindh	Member
e. Representative of IS&TDeptt., Govt. of Sindh	Member

TERMS OF REFERENCES

Procurement Committee shall be responsible for;

- (1) Preparing bidding documents;
- (2) Carrying out technical as well as financial evaluation of the bids as per bidding document;
- (3) Preparing evaluation report as provided in Rule 45;
- (4) Making recommendations for the award of contract to the competent authority;
- (5) Perform any other function ancillary and incidental to the above.



**MEMBER R&S
BOARD OF REVENUE SINDH**

C.C. to:-

1. The Chief Secretary, Government of Sindh, Karachi.
2. The Additional Chief Secretary (Dev), P & D Department, Govt. of Sindh, Karachi.
3. The Secretary IS&T Department, Government of Sindh, Karachi.
4. The Secretary Finance, Government of Sindh, Karachi.
5. The Project Director ASR, Board of Revenue, Sindh
6. The Deputy Director F&A, PMU, Board of Revenue, Sindh
7. The P.S to SMBR. Board of Revenue, Sindh, Karachi.
8. The P.S to Member R&S, Board of Revenue Sindh, Karachi.

**MEMBER R&S
BOARD OF REVENUE SINDH**



BOARD OF REVENUE SINDH

NOTIFICATION

Karachi, dated the 29 December, 2011

No.01-15-10-BOR/46 : In supersession of earlier notification of the Board of Revenue Sindh issued vide No: 05/10/BOR/219/2010 dated: 13-05-2010 **Complaint Redressal Committee** with the following composition is hereby constituted under **Rule 31 of the Sindh Public Procurement Rules, 2010** to address complaints, if any, in respect of procurement processes under the Schemes of Land Administration and Revenue Management Information System (LARMIS), Geo-database Information System (GIS) and Preservation of Land Records & Revamping of Survey & Settlement Directorate projects being executed by the PMU, R&S Wing Board of Revenue Sindh:

- | | |
|--|----------|
| 1. Senior Member, Board of Revenue Sindh | Chairman |
| 2. Representative of Accountant General, Sindh | Member |
| 3. An independent Professional from relevant field
i.e. IT/ Law/ Industries | Member |

TERMS OF REFERENCES

1. To determine whether there exists any inconsistency in the procurement process with SPPR Rules, 2010 and regulations;
2. To determine whether any unauthorized act or decision made by the Consultant Selection Committee;
3. To reverse any decision of the Consultant Selection Committee or substitute its own decision for such a decision;
4. The Complaint Redressal Committee shall announce its decision within seven (07) days w.e.f. date of reference to the Committee.

SECRETARY TO GOVERNMENT OF SINDH REVENUE DEPARTMENT

C.C. to:-

- The Accountant General Sindh, with a request to nominate a representative for the Committee;
- The Member R&S, Board of Revenue, Sindh;
- ✓ The Secretary, Board of Revenue, Sindh;
- _____ (Independent professional from relevant field).


MEMBER (R&S)
BOARD OF REVENUE SINDH

Copy for information to:

- PS to Honourable Minister for Revenue & Relief, Sindh, Karachi
- PS to Senior Member, Board of Revenue Sindh, Karachi



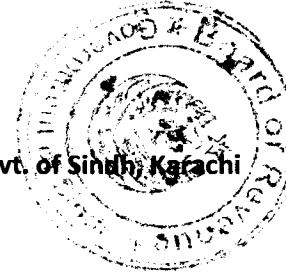
EXTRACT OF PROCUREMENT PLAN

UNDER THE ADP SCHEME NAMELY "AUTOMATION OF STAMPS & REGISTRATION, EXTENSION TO ALL DISTRICTS IN SINDH.

FOR THE FINANCIAL YEAR 2017-2018

S. No.	Description of Procurement	Quantity (Where applicable)	Estimated Unit Cost (Where applicable) (Millions)	Funds allocated (Million)	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurements				Remarks
							1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
01	<u>LEGAL CONSULTANCY FOR IMPLEMENTATION OF 'Automated Registration & E-Stamps System in Sindh'</u>			Above 1 million	ADP	Quality and Cost Based Selection Method (QCBS)	✓				Rule 72(3)

-/Sd
Member R&S
Board of Revenue, Sindh



CC:-

- The Sindh Public Procurement Regulatory Authority, Govt. of Sindh, Karachi

REQUEST FOR PROPOSALS



**PROJECT MANAGEMENT UNIT
BOARD OF REVENUE
GOVERNMENT OF SINDH**

**LEGAL CONSULTANCY FOR
IMPLEMENTATION OF ‘Automated Registration &
E-Stamps System in Sindh’**

TENDER ID: PMU/ASR/2017/

JULY 2017

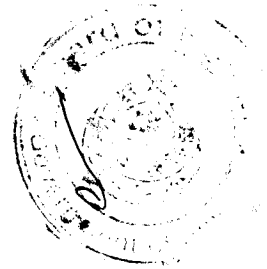
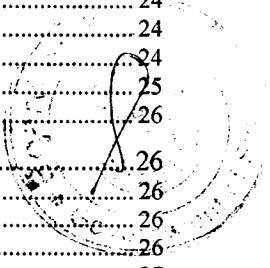




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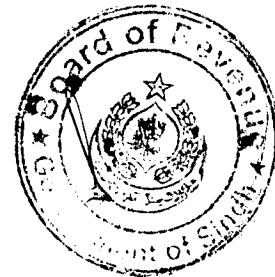
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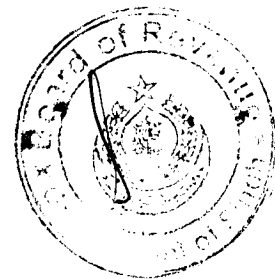
1 REQUEST FOR PROPOSALS (RFP)

- 1.1 This Request for Proposal (RFP) is being issued for the project, "LEGAL CONSULTANCY FOR IMPLEMENTATION OF 'Automated Registration & E-Stamps System in Sindh'" to be implemented across the province of Sindh.
- 1.2 Bidding documents (and additional copies) may be purchased at the address given at the bottom of this page and upon payment of a non-refundable fee of Pak Rupees 2,000/- in the form of Pay Order.
- 1.3 Bids shall be valid for a period of 90 days after Bid closing and must be accompanied by security of 2% of the total quoted bid price, and shall be delivered to the address given at the bottom of the page on or before Thursday 25th May 2017 at 3:00 PM and the bids would be opened on the same day at 3:30 PM in the presence of the bidders who wish to attend. Late bids would be rejected.
- 1.4 The RFP is issued in strict compliance with Sindh Public Procurement Rules 2010 and bids would be accepted under the recommended Single Stage – Two Envelope bid procedure.
- 1.5 Bidders may obtain further information from the Purchaser during normal working hours at the address given below and submit queries via letter or fax to the Point of Contact listed in para. 1.7.
- 1.6 All bids must be accompanied by a bid bond, in the form of a Bank Guarantee (from a Scheduled Bank in Pakistan), Demand Draft/Pay Order, of not less than two per cent (2%) of the bid price. Company/Personal Cheques or Insurance Guarantee are NOT acceptable forms of bid bond. The bid bonds must be valid for 28 days beyond the Bid Validity period.
- 1.7 The point of Contact for all correspondence is:
Project Director
Project Management Unit
Automation of Stamps & Registration,
Board of Revenue
Government of Sindh
C-73, Block 2, Kehkashan Clifton, Karachi
Phone: +92 21 99251416-15
Fax: +92 21 99251415



2 RFP TERMINOLOGY

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





3 RFP GUIDELINES

3.1. General

The Project Management Unit (PMU) ASR, under Reforms Wing and Special Cell, Board of Revenue, Sindh, intends to hire legal consultancy services of a reputed firm, through National competitive bidding, under Sindh Public Procurement Rules, 2010, for IMPLEMENTATION OF Automated Registration and E-Stamps System in Sindh’.

Board of Revenue, Government of Sindh is entrusted with Enforcement and administration of Land Laws. Its functions include;

- Assessment and collection of Land Revenue, development cess, surcharges, water rate and any other levy assigned by the Government.
- Maintenance of Record of Rights, tenure, tenancy and restrictions on title of properties.
- Conducting land surveys for land utilization.
- Registration of deeds, documents and collection of registration fee.
- Management of judicial and non-judicial stamps.
- Collection of court fee and stamp fee.

The Project management Unit, Board of Revenue, Government of Sindh through its already approved PC-1 is in the process of automation of the functions of the Board of Revenue. The project is aimed at establishing the ‘Automated Registration & Electronic Stamps System in Sindh which involves:

- Transformation of the existing manual system of Registration & Stamps of BOR into modern automated system through business process re-engineering and use of ICTs.
- Registration of property transaction documents through automated system of e-Registration to make it simple, transparent and hassle free.
- Preservation of the official records of registered documents in digital format in the centralized database of BOR to make them secure, accessible and easily searchable.
- Introduction of e-Stamps for payment of Stamp Duty through online system and a modern mechanism for stamp duty audits and verification.
- Automation of the functions of Board of Revenue Sindh through development of customized software.
- Establishment of better administrative controls, transparency and promotion of the culture of facilitation in public service.
- Generation of reports and information for effective public policy and optimization of revenue collection.

Under the project, customized software is being developed. Before making the software fully functional, the services of a legal consultancy firms are required to suggest appropriate amendments in the relevant laws and rules to bring them in conformity with the computerization process.



3.1.1 E-Registration & E-Stamps Background

Government of Sindh is pursuing wide ranging e-governance reforms to bring about effective and good governance. As a part of its multi-pronged reform approach, the Board of Revenue Sindh has initiated the project for automation of Registration and Stamps in Sindh to facilitate common man, prevent process related fraudulent practices and leakage of government revenues.

In the present system, the process of registration of properties, deeds and documents requiring compulsory or optional registration as specified in Section 17 & Section 18 of the Registration Act, 1908 is carried out through manual system of record keeping. The process is lengthy, arcane and time consuming requiring multiple visits and verification of titles and payments of fees, duties and taxes. Moreover, the process is extremely hectic, lacks transparency and people try to save their time and to avoid hassle through the use of various middle men which results in increase in the cost of transaction. In addition to being time consuming, some of the other major issues in the existing system included security threats despite the security paper and possible revenue leakage due to under valuation of the transactional costs. In the current system, there is high administration cost.

Traditionally, stamp duty is collected by the Government through the sale of Stamp Papers and adhesive stamps having different denominations under the Stamp Act 1899. In Karachi, Stamp papers are issued by Stamps Office situated in City Courts Karachi as well as by the licensed Stamp Vendors. In rest of the province, the District Treasury Offices and Stamps Vendors issue the stamps depending upon pecuniary limit of the transaction. These papers are available either through licensed stamp vendors or through the district treasury offices depending upon the nature and type of the transaction being executed. There are two types of stamp papers; Judicial and Non-Judicial. Judicial stamp paper is used in relation to the administration of justice in courts whereas non-judicial stamp paper is used on documents related to the transfer of property, commercial and financial agreements etc. The non-judicial stamp papers and adhesive stamps worth Rs 1,000 or more are referred to as high-value stamp papers and are only issued by the Treasury Offices of the District in all Sindh except Karachi where the Treasury does not issues the stamps and these Stamp Papers are issued by the Stamps Office at City Courts Karachi. Almost 95% of revenue under stamp duty is collected from these high value Non-Judicial stamp papers. These papers are widely used in recording the statements of agreement / deeds or the statements deeds related to property sale / purchase. The statements recorded on these papers are used as a proof of transactions and has a historic and cultural value for the citizen. Section 3 of the Stamp Act, 1899 defines the instruments chargeable with stamp duty. All the instruments chargeable with stamp duty are contained in Schedule 1 of the Stamp Act and are chargeable with the duty of the amount indicated in the schedule as the proper duty thereof respectively.

In current system of issuance of stamp papers, the procedure of high value non-judicial stamp papers begins with entering particulars of transaction under head of account on a prescribed Challan Form. The amount of the stamp duty to be paid depends upon the total value of transaction being executed between two or more



parties. The treasury officer keeping in view the transaction details enters the relevant Bank Account No, verifies the calculation and hands over the Challan Form to the citizen. The citizen deposits the stamp fee either in the State Bank or National Bank. The original Challan after submission of payment is handed over to treasury officials. Scroll/ Payment Information are received by the Treasury Office in 24 to 48 hours. The buyer or his agent receives the stamp paper after two to three days from the treasury office.

The denomination of the high value stamp papers available now-a-days is from Rs 1,000 to Rs 25,000 and adhesive stamps upto Rs. 10,000 only. In the current system, there is no process available for the verification of the stamp paper being genuine or fake; even the stamp paper is a security paper and has many security features along with a unique number but in the absence of central database; can't be verified. Moreover, the process is extremely hectic and time consuming; people try to save their time and to avoid hassle through the use of various middle men which results in increase in the cost of transaction besides excess stamp duty payment due to denomination constraints. In addition to being time consuming, some of the other major issues in the existing system included security threats despite the security paper and possible revenue leakage due to under valuation of the transactional costs and fake stamp papers. In the current system there is high administration and inventory cost including printing, stocking, security, safekeeping, distribution and difficulties of accounting/ reconciliation in a manual system.

The Government of Sindh intends to bring transparency, efficiency and improvement in public service delivery through the use of modern technology interventions and e-Governance. Project of Automation of stamps & registration in Sindh is accordingly approved and included in the current year ADP which is designed to serve the following core objectives:

- To simplify the registration procedures through re-engineering of the processes to optimize public facility through minimal visits and less waiting times.
- To reduce revenue leakage through introduction of electronic issuance of stamps by an automated system having robust security features to replace adhesive stamps and secure stamp paper which will certainly curb forgery & counterfeiting malpractices.
- To give legal sanctity to the re-engineered procedures of stamps and registration through amendments in the existing laws and rules in consultation with the legal consultant.
- To create awareness among the users/public about the automated system of registration and stamps through media consultancy.
- To provide mechanism for registration of documents in one single day through introduction of electronic stamping and registration of documents at one place to enhance both public facility and to minimize discretionary powers and to eliminate corruption through malpractices.
- To avoid undue delays in service delivery through re-engineering of existing processes.
- To enhance the existing IT capacity of all sub-registrar, Stamp/Treasury offices, Microfilming units to bring these offices in conformity with the modern state of the art technology as well as in compatibility with the LARMIS (Central



Land Record Management Information System) & ASR (Automated Registration & Stamps System)

- To centralize record keeping of the entire registered record of the province through establishment of a disaster recovery center (back up data Center) as well as enhancement of the existing data center equipped with modern technology.
- Replacement of microfilming (obsolete) technology with cutting edge digital technology of scanning/scanners for preservation of official copy of records duly indexed for easy and quick retrieval.
- Conversion of microfilmed historical data into digitization with proper index.
- Adopting international best practices, the goals have been set to bring value proposition to the stakeholders and have been succinctly articulated as under:
 - Public to get easy access to relevant records, get their grievances redressed effectively, and get their property registered;
 - Registration and Stamp department to ensure proactive and effective compliance of relevant laws and corporate governance i.e. enablement of employees to deliver best services.

In addition to the objectives already defined above, following objectives and benefits of the system are envisaged:

- To provide user-friendly, efficient and transparent system
- To provide honest evaluation for the system
- To enhance the speed, reliability and consistency of the system
- To automate the back office functions
- To create a system that would enable setting quality and timelines for all registration services
- To smooth the citizen-government interface

3.1.1.1 Planned e-Governance Interventions

In the proposed system, there will also be no more multiple visits of the citizens to Sub-Registrar Offices and no more additional fees of agents. The system of registration will be simple and maximum of the processes will be automated. The web based system would provide necessary templates of all nature and type of instruments and would also provide facility of online calculation of fees and taxes payable for registration thereof. The credentials will be verified online from NADRA database (in real time) of the all parties under transaction along with person's biometric. The system integrated with centralized database of Land Records established under LARMIS and other land governing agencies will provide online verification of titles. A secure system of payment of registration fee, CVT and other taxes would be established for which the financial model of the system would provide necessary integration with allied financial institutions to avoid leakages. The message alert tracking system will keep the parties aware about the status of their transactions.

The proposed system of e-stamping system is proposed to prevent paper and process related fraudulent practices, leakage of government revenues, and store information in electronic form and build a central database to make ease of the verification process. There will be no more multiple visits of the citizen to pay the stamp duty; in new system the electronic stamp papers will be issued through online



or through any designated branch of a schedule bank or any authorized agent. The value of stamp duty will be calculated on the basis of data provided by the buyer and DC valuation tables built into the system. The credentials verified online from NADRA database (in real time) of the all parties under transaction and person by whom stamps papers are being purchased will be fed into the system along with their person's biometric. The system would provide security features such as bar codes and unique I.D's to the system generated certificate of E-Stamps for keeping track thereof and ease out its verification through the system enabled features.

To meet the above targets, Services of M/s. NADRA have been engaged which has domain knowledge, understanding and proven record in system design of an efficient Revenue Generating business model and its deployment both at national and international level and catering to internationally recognized IT standards under the Project of Automation of Stamps and Registration in Sindh for business process reengineering study and implementation support for the project of Automation of Stamps & Registration in Sindh.

3.1.2. OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is:

- To suggest and draft amendments in relevant laws for smooth transformation of the manual processes of the registration of property transactions and stamping processes to the IT enabled environment/automation.
- To provide legal cover to the new system of e-Registration and e-Stamps to be implemented in Sindh Province.
- To simplify laws, rules and procedures to ensure transparency, accountability and better service delivery.
- To introduce amendments in laws and rules to optimize Stamps and Registration related revenue collection and switch loopholes & plug revenue leakages.
- To propose legal amendments in applicable laws for payment of various fees, duties and taxes on registration of property transactions and payment of stamp duty through proposed online payment options.
- To suggest measures to improve enforcement of Stamps and Registration law.
- To introduce mandatory filing of statements for generation of different reports for policy inputs and audit.
- To prepare standard digital templates of the deeds for registration of various property transactions.
- Smooth integration of e-Registration and e-Stamps system with computerized land records, Digitized Deh maps and other electronic systems.
- To eliminate provisions of law and rules that have become obsolete and introduce amendments, rules and SOPs to support the new system.
- To represent the PMU Reforms Wing in various litigations if resulted from the new system in all courts of law and to provide legal assistance requested by the Purchaser in relations to the ASR project.

3.1.3. SCOPE OF SERVICES

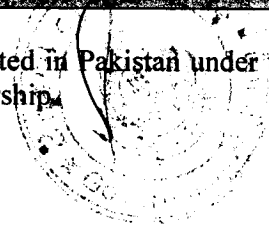
To achieve the overall objectives of the projects, the services of the legal consultant would involve the following.



- Review of existing legal framework of Stamps and Registration including Stamps and Registration Laws, Rules, Codes, judicial decisions and case law etc., in order to identify legal changes required in the relevant laws for smooth implementation & maintenance of the new system and simplification of laws, rules and procedures to ensure transparency, accountability and better service delivery through legal amendments.
- Study, analysis and assessment of models of e-Stamps and e-Registration proposed by the e-Governance Consultant NADRA for examining their legal aspects in order to make the new systems fully compatible with the laws.
- Identify potential legal vulnerabilities of the proposed systems and recommend best solutions to address them.
- Propose and draft amendments in all relevant laws particularly for selected I.T, Administrative, Regulatory and Financial models of stamps and Registration.
- Frame clear drafts of rules and policies to govern statutory roles, responsibilities and powers of officers/officials under the proposed system in the light of relevant laws and proposed changes.
- Propose changes in old rules and frame new draft rules to regulate various processes and activities under the proposed new system of Stamps and Registration.
- Prepare standard customizable digital templates of various types of documents of which registration is compulsory under Section 17 of the Registration Act 1908.
- To standardize statutory/legal notices, memos and communications under relevant laws and proposed amendments to be used by different layers of authority.
- Suggesting and drafting changes in applicable laws for proposed mechanism of on-line payment in respect of fees, duties and taxes on registration of property transactions and payment of stamp duty through banks and other modes of payment to avoid fraud and future litigations.
- Suggesting and drafting amendments for optimization of revenue collection, filing of periodic statements / returns (online or offline) in respect of the instruments chargeable with stamp duty for audit purpose.(Stamp duty returns)
- Suggesting Training methodology of staff and officers on the changes brought through amendments in law by virtue of ASR.
- Act as legal advisor in respect of above stated project. (Litigation and solicitation).
- The assignment shall cover all legal aspects of the project scope including but not limited to those of administrative, financial and technical models of the proposed system to make it fool proof, efficient and transparent.
- The legal consultant shall provide all legal support in defending the amendments, rules, policies etc. proposed in the deliverables at every stage of the implementation of the new system.

3.1.4 Mode of Bidding

- 3.1.4.1 The firm or company (Bidder) must be an entity incorporated in Pakistan under the Companies Ordinance 1984 or must be a Registered Partnership.





- 3.1.4.2 A Bidder must submit an original proposal substantially responsive to the Technical Specifications included in the Bidding Documents.
- 3.1.4.3 Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the affected Bidder(s), by promptly intimating all bidders and returning the bid security of all bidders and if requested communicating the grounds of cancellation to the requesting bidding without an obligation to justify such grounds.
- 3.1.4.4 Purchaser reserves the right at the time of award of Contract after design review in consultation with the successful bidder to increase or decrease the scope of services specified in the RFP in accordance with Sindh Public Procurement Rules 2010.

3.1.5 Procurement Schedule

The procurement schedule for this project is as follows:

Procurement Milestone	Date
Release RFP to Bidders	31 st July 2017
Deadline for Pre-bid Meeting Questions and Clarifications (if any) submitted by prospective Bidders	9 th August 2017
Pre-Bid Meeting (2:00 PM) at PMU, Karachi	10 th August 2017
Deadline to issue any Addenda to the RFP	11 th August 2017
Proposal Submission Deadline at 3:00 PM	15 th August 2017
Technical Bid opening at 3:30 PM	15 th August 2017

Table 1: Procurement Schedule

Note: The Purchaser reserves the right to adjust this schedule as necessary.

3.1.6 Eligible Bidders to Bidders

- 3.1.6.1 The Bidders must comply with the following mandatory requirements;
1. The Bidder must be registered with SECP under the Companies Ordinance 1984 or a Registered partnership;
 2. The Bidders must be registered with FBR for Income Tax and Sales Tax and must be on FBR's Active Taxpayers List. The bidder must also be registered with Sindh Sales Tax and be on SRB's Active Taxpayers List
 3. The Bidders must have domain knowledge and understanding of the Registration & Stamps, Land Revenue and Ownership system prevailing in Pakistan.
 4. The Bidders must be able to demonstrate that they have legal expertise in performing the tasks required by the Purchaser.



- 3.1.6.2 Bidders may submit bids as a Joint Venture but in such case one bidder shall be appointed as a lead bidder who shall be solely responsible for end to end delivery of the entire project.
- 3.1.6.3 Bidders NOT complying with any of the above eligibility would be disqualified. All documentary evidence must be submitted along with the bids; no document will be acceptable after bid submission.

3.1.7 Cost of Bidding

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

3.2 The Bidding Documents

3.2.1 Content of Bidding Documents

- 3.2.1.1 The contents of the Bidding Documents should be read in conjunction with any addenda issued.
- 3.2.1.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP. Failure to furnish all information required by the RFP or to submit a bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 3.2.1.3 The Request for Proposals does not form an official part of this RFP and is included for reference only. In case of inconsistencies, the latter shall prevail.

3.2.2 Clarification of RFP and Pre-bid Meeting

- 3.2.2.1 A prospective Bidder requiring any clarification of the RFP may notify the Project Director Automation of Stamps & Registration, Board of Revenue, Sindh in writing or by electronic mail or facsimile at the Purchaser's address provided in this RFP. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable such an issue should be raised as soon as possible. The Project Director will respond in writing to any request for clarification or modification of the RFP that it receives no later than the deadline prescribed in the procurement schedule at section 3.1.7. All requests for clarification of the RFP must be notified by a prospective Bidder to the Purchaser no later than the deadline for submission prescribed in the procurement schedule at section 3.1.7. Copies of the Project Director response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that have received the RFP.
- 3.2.2.2 A pre-bid meeting will be held as prescribed by the Purchaser in the procurement schedule included in this RFP. The pre-bid meeting will be held at the premises of the Purchaser in Karachi, to answer any queries that potential bidders may have. All queries relating to RFP should be faxed or mailed to Project Director by the deadline specified in the schedule at section 3.1.7. The subject RFP may change after the pre-



bid meeting. Any updates to the RFP will be sent to all prospective Bidders in writing by the Project Director.

- 3.2.2.3 As mentioned in above point, the Purchaser will organize and Bidders may attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested, as far as possible, to submit any questions in writing or by electronic mail or facsimile, to reach the Project Director not later than the specified date in the schedule at section 3.1.7. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those who purchased the RFP. Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively by issuing an Addendum to this RFP and not through the minutes of the pre-bid meeting.

3.2.3.1 At any time prior to the deadline for issuance of Addenda specified in section 3.1.7, the Purchaser may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the RFP.

3.2.3.2 Amendments will be provided in the form of Addenda to the RFP and will be sent in writing, cable, facsimile, or electronic mail to all prospective Bidders that have received the RFP and will be binding on them. Bidders are required to immediately acknowledge receipt of any such Addenda, and it will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

3.2.3.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, in which case, the Purchaser will notify all Bidders by cable, facsimile, or electronic mail in writing of the extended deadline.

3.3 Preparation of Bid

3.3.1 Language of Bid

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

3.3.2 Documents to be Submitted

3.3.2.1 The bid submitted by the Bidder shall comprise the following:

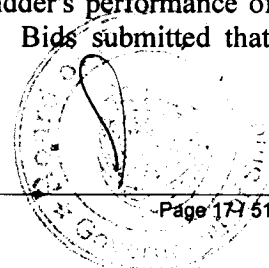
1. Eligibility Criteria forms duly filled out with all the relevant details along with the requirements mentioned in section 3.1.4;



2. Financial information of the bidders
 3. Documents establishing firms eligibility and qualification, such as year of incorporation/registration, list of partners/directors, statement of experience, satisfactory completion certificates, contract agreements, work orders, CVs and certifications and credential documents of key personnel, details of relevant projects with substantiable proofs, technical team with certifications, etc.;
 4. Response to the technical requirements as described in the RFP;
 5. a Bid Form duly completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
 6. all Price Schedules duly completed in accordance with this RFP and signed by a person or persons duly authorized to bind the Bidder to the Contract;
 7. bid bond in the form of a Bank Guarantee or Bank Draft/Pay Order should be submitted;
 8. a duly notarized, written power of attorney;
 9. a list of all deviations and justifications for the deviation to the required technical features specified in the Technical Requirements;
 10. an undertaking that the Bidder, or in case of a joint bid, any of the partners, has not been blacklisted by any government or public sector organization – as per the specimen supplied in this rfp document;
 11. a duly notarized Integrity Pact on Rs. 100/- stamp paper – as per the specimen supplied at website of SPPRA at www.pprasindh.gov.pk; and
- 3.3.2.2 Bidders are reminded that their bids may be considered as non-responsive if material deviations are taken.

3.3.3 Bid Prices

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





3.3.3.4 All bids should be submitted to include prices of equipment and material on DDP – Delivered Duty Paid basis (“DDP” to be understood as defined in “Incoterms 2010 – ICC Official Rules for the Interpretation of Trade Terms”).

3.3.3.5 Bid Price shall include stamp duty charges @ 0.35% of the total value of Contract.

3.3.4 Bid Conditions

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

3.3.5 Documents to be submitted by the Bidder to the Purchaser to Bidding Documents

3.3.5.1 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the proposed methodology that the Bidder proposes to implement under the Contract.

3.3.5.2 The documentary evidence of conformity of the proposed solution to the Bidding Documents shall be in the form of written descriptions, literature, certifications, and client references, including:

1. a Preliminary Project Plan as required by the Purchaser and stated in the RFP; and,
2. an Execution Plan for the performance of services as required by the Purchaser and stated in the RFP. The Execution Plan must be at a level of details to demonstrate the understanding of the Bidder with respect to the scope of services of the project.

3.3.5.3 Bids submitted without a satisfactory Project Plan and Execution Plan may be rejected.





3.3.6 Bid Validity and Security

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

3.3.7 Format and Signing of Bid

- 3.3.7.1 In accordance with Quality and Cost Based Method prescribed under SPP Rules 2010, Separate technical and financial bids shall be submitted on the schedule bidding deadline.
- 3.3.7.2 The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "TECHNICAL BID - ORIGINAL", "FINANCIAL BID - ORIGINAL", "TECHNICAL BID - COPY," " FINANCIAL BID - COPY," etc., as appropriate. In the event of any discrepancy between them, the original shall govern. The bidder shall also provide one soft copy (and one back up copy) of TECHNICAL BID and one soft copy (and one back up copy) of FINANCIAL BID on a CD.
- 3.3.7.3 The original and copy of the bid shall be typed or written in indelible ink and shall be signed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- 3.3.7.4 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.



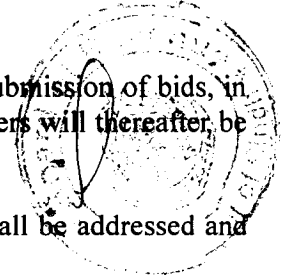
3.4 Submission of Bids

3.4.1 Sealing and Marking of Bids

- 3.4.1.1 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "TECHNIAL BID – ORIGINAL" and "TECHNICAL BID - COPY" etc. Similarly the original and copy of the financial bids shall be enclosed in separate envelopes and duly marked. The respective soft copies on CD shall be enclosed in the envelope containing ORIGINAL bids. The envelopes shall then be sealed separately in outer envelopes clearly marked "TECHNICAL BID" and "FINANCAIL BID".
- 3.4.1.2 The inner and outer envelopes shall be addressed to the Purchaser at the address given in the RFP, bear the Contract/Project name and the statement "DO NOT OPEN BEFORE 15th August 2017.
- 3.4.1.3 The outer envelopes may not have any marking to indicate the identity of the Bidder.
- 3.4.1.4 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."
- 3.4.1.5 The Technical proposal should not contain any financial data or information as this may be construed as an attempt to influence the technical evaluation process and the bid would be rejected.
- 3.4.1.6 The Bid Bond should be submitted with the Financial Proposal. A certificate certifying that appropriate Bid Bond has been submitted with the Financial Proposal should be included with the Technical Proposal without mentioning the value of the Bid Bond.

3.4.2 Deadline for Submission of Bids

- 3.4.2.1 Bids must be received by the Purchaser at the address specified in the RFP no later than 3:00 PM on 15th August 2017.
- 3.4.2.2 The Purchaser may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.
- 3.4.2.3 The TECHNICAL and FINANCIAL bids, separately sealed shall be addressed and delivered to the Purchaser.





3.4.3 Late Bids

- 3.4.3.1 Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

3.4.4 Modification and Withdrawal of Bid

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

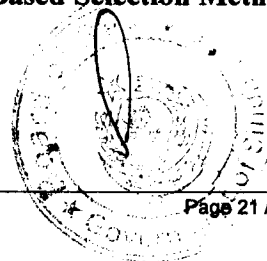
3.5 Bid Opening and Evaluation

3.5.1 Opening of Technical Bids by Purchaser

- 3.5.1.1 The Purchaser will open all technical bids of Bidders who have submitted a bid, in public, in the presence of Bidder's representatives who chose to attend, at **3:30 PM**, on the date and at the place prescribed in this RFP as the Deadline of Submission of Bids. Bidder's representatives shall sign a register/attendance sheet as proof of their attendance.
- 3.5.1.2 Bids shall be opened one at a time, reading out: the name of Bidder and any other such details as the Purchaser may consider appropriate.
- 3.5.1.3 Bids that are received late shall not be accepted and opened, irrespective of the circumstances.

3.5.2 Evaluation of Technical Bids by Purchaser

- 3.5.2.1 The evaluation would be based on **"Quality and Cost Based Selection Method"** as defined in Sindh Public Procurement Rules, 2010.





- 3.5.2.2 Detailed technical evaluation will be conducted for Bidders who qualify the preliminary evaluation, assessing the relative competence of each company in provision of legal consultancy services.
- 3.5.2.3 The Purchaser may invite the Bidders to present their overall solution to the **Consultant Selection Committee** after submission of the bids.
- 3.5.2.4 The technical evaluation would comprise assessment of the capabilities of the Bidder and the submitted bids in the following categories:
- Domain Understanding
 - Legal Experience
 - Revenue Experience
 - IT Experience
 - Financial Capability
 - Proposed Methodology and Quality Management
- 3.5.2.5 The Purchaser's detailed technical evaluation of the responsive bid will take into account technical factors. The following criteria will be used in the technical evaluation of bids:

TECHNICAL PROPOSAL EVALUATION CRITERIA			
<p>Technical Bids must score at least 70% marks overall would be considered a responsive bid. Financial Bid for non responsive bids will be returned un opened.</p> <p>Purchaser will require from participating companies any document/papers that he may require in order to verify the claims of the participating companies with regard to technical competence. Companies are encouraged to provide maximum documentation as part of the technical proposal. This may include Client recommendations, System/Resource accreditations etc...</p>			
S#	Sections	Points	Criteria
A	Organizational Capability (300)		
A1	Years in Legal Consultancy	100	Number of years in the field of Legal Consultancy (10 point for each year, no marks will be awarded for less than 2 years, max. marks 100) Attach certificate of incorporation
A2	Full time professional staff	100	Bidder having following number of full time professional staff on its payroll for at least 1 year holding following qualifications: a) LLM Degree holder (Domain experts in Tax, Revenue and Corporate Law): 2 = 30 marks b) LLB holders (Domain experts in Stamps and Registration): 3 = 45 marks c) LLB holder (Experience in Land Revenue Laws): 2 = 25 marks (Marks will be awarded proportionately to the max. of marks mentioned against each category) Attach CVs and certifications of individuals
A3	Annual Turnover in Legal Consultancy Projects during last 3 years	100	Bidder having average annual turnover in legal consultancy projects during immediate last 3 years (a) Rs. 30 Million or more - 100 Marks (b) Rs. 20 Million to 29 Million- 50 Marks



TECHNICAL PROPOSAL EVALUATION CRITERIA

Technical Bids must score at least 70% marks overall would be considered a responsive bid.
Financial Bid for non responsive bids will be returned un opened.

Purchaser will require from participating companies any document/papers that he may require in order to verify the claims of the participating companies with regard to technical competence. Companies are encouraged to provide maximum documentation as part of the technical proposal.
This may include Client recommendations, System/Resource accreditations etc...

S#	Sections	Points	Criteria
			(c) Rs. 10 Million to 19 Million- 25 Marks (No marks will be awarded for less than 10 Million, max. marks 100) Attach authenticated audited financial statements
B Relevant Experience (400)			
B1	Experience of the bidder in Legal Consultancy Services	200	Experience of the bidder in providing Legal Consultancy Services (50 marks for each project to the max. of 200) Attach completion certificates/Contract Agreement
B2	Experience of the bidder in e-Governance Solutions	100	Experience of the bidder in providing Legal Consultancy of end to end e-Governance Solutions (25 marks for each project to the max. of 50) Attach completion certificates/Contract Agreement
B3	Experience of the Bidders in Solution integration with Government/Semi Govt. departments	100	Experience of the bidder in providing legal consultancy services for integration of the automated public registration services with Governmental/Semi-Governmental departments and Financial Institutions. (25 marks for each project to the max. of 100) Attach completion certificates/Contract Agreement
C Understanding of Assignment (300)			
C1	Relevant Laws	60	To demonstrate knowledge of relevant laws (Attach experience letter/documentary proof)
C2	Industry standards / best practices in Legal Consultancy for e-Governance Solutions.	60	To demonstrate knowledge of Industry standards / best practices in Legal Consultancy for e-Governance Solutions. (Attach experience letter/documentary proof)
C3	Regulatory/legal changes applicable to process involved in registration of deeds & documents.	60	To demonstrate knowledge of Regulatory/legal changes in registration of deeds & documents (Attach experience letter/documentary proof)
C4	Regulatory/Legal changes applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899	60	To demonstrate knowledge of regulatory changes applicable to levy & collection of stamp duty over instruments specified in the Stamps Act 1899 (Attach experience letter/documentary proof)
C5	Knowledge of e-stamping and e-registration systems and relevant laws.	60	To demonstrate knowledge of e-stamping and e-registration models implemented in various countries and laws regulating them. (Attach experience letter/documentary proof)

Table 2: Technical Evaluation Criteria



3.5.3 Opening of Financial Bids in Public

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

3.5.4 Clarification of Bids

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

3.5.5 Preliminary Evaluation of Financial Bids

- 3.5.5.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 3.5.5.2 Arithmetical errors shall be subject to rectification by the Purchaser. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 3.5.5.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 3.5.5.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications without material deviations, exceptions, objections, conditions, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:
1. that limits in any substantial way the scope, quality, or performance of the proposed solution; or



2. that limits, in any substantial way that is inconsistent with the RFP, the Purchaser's rights or the successful Bidder's obligations under the Contract; and
3. that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

3.5.5.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

3.5.6 Evaluation and Comparison of Financial Bids

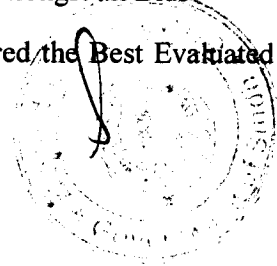
- 3.5.6.1 Bidders who have been technically qualified on the basis of the technical evaluation shall be eligible for a detailed evaluation.
- 3.5.6.2 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive.
- 3.5.6.3 Technical Bid Score will get a weightage of 70% and Financial Bid Score will get a weightage of 30% in Award Decision.
- 3.5.6.4 The total bid score would be determined as follows:

$$Score_i = \left(\frac{Cost_{lowest}}{Cost_i} \right) \times 30\% + \left(\frac{Technical_Score_i}{Technical_Score_{highest}} \right) \times 70\%$$

where:

Score _i	=	Evaluated Score of Bidder i
Cost _i	=	Evaluated Bid Price of Bidder i
Cost _{lowest}	=	Lowest Evaluated Bid Price amongst all Responsive Bids
Technical_Score _i	=	Technical Score of Bidder i
Technical_Score _{highest}	=	Highest Technical Score amongst all Bids

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





3.5.7 Post-Evaluation and Award Decision

3.5.7.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing to the Point of Contact mentioned in clause 1.7

3.5.7.2 If a Bidder tries to directly influence the Purchaser or interfere in the bid evaluation process or influence the Contract Award Decision, its bid will be rejected and the Bidder may be blacklisted and barred from participating in future Government of Sindh tenders.

3.6 Post-Evaluation and Award Decision

3.6.1 Post-Evaluation

3.6.1.1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily.

3.6.1.2 The Purchaser will evaluate the Bidder's capabilities and an examination of the documentary evidence of the Bidder's qualifications, as well as other information the Purchaser deems necessary and appropriate. This may include visits or interviews with the Bidder's clients referenced in its bids, site inspections, and any other measures.

3.6.1.3 An affirmative post-evaluated determination will be a prerequisite for award of the Contract to the evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next Lowest Evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.6.2 Award Criteria

3.6.2.1 The Purchaser will evaluate and award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Best Evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

3.6.3 Purchaser's Right to Reject Any Bid and to Reject Any or All Bids





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

3.6.4 Notification of Award

3.6.4.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter that its bid has been accepted.

3.6.4.2 The notification of award will constitute the formation of the Contract.

3.6.4.3 Upon the successful Bidder's furnishing of the signed Contract Form and a performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

3.6.5 Signing of Contract

3.6.5.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form, incorporating all agreements between the parties.

3.6.5.2 As soon as practically possible, but no more than fifteen (15) calendar days or the time mentioned in the acceptance letter following receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

3.6.5.3 The Purchaser and successful Bidder may also agree to meet to finalize the Contract Agreement.

3.6.6 Performance Security

3.6.6.1 Within fifteen (15) calendar days or the time prescribed in the letter of acceptance of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish a performance security in the amount of five per cent (5%) of total contract price in the form of Pay Order or Demand Draft or Bank Guarantee in favour of the Purchaser as per format of the Performance Security Form. Insurance Guarantee or Personal/Company Cheques would NOT be acceptable.

3.6.6.2 The Bank Guarantee for performance security shall be issued by a scheduled bank in Pakistan acceptable to the Purchaser.

3.6.6.3 Failure of the successful bidder to comply with the requirement of 3.6.6.1 and 3.6.6.2 shall constitute sufficient grounds for the annulment of the award of contract to the successful Bidder and forfeiture of the Bid Security. In this event, Purchaser may make the award to next Lowest Evaluated Bidder.

4 TERMS AND CONDITIONS

4.1 Payment Terms

4.1.1.1 The payment terms shall be as follows:



S.No.	Description of Services	Payment Terms
1	Mobilization Advance	10% of the total value of contract to be paid at the signing of the contract against Advance Payment Guarantee which would be adjusted within 8 months
2	Submission of Report on review of the existing legal framework of Stamps and Registration.	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contact value to be paid upon the submission of the "Existing Legal Framework" Document and the acceptance thereof by the Purchaser.
3	Submission of Assessment report on legal review of the proposed models.	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contact value to be paid upon the submission of the "Assessment Report" Document and the acceptance thereof by the Purchaser.
4	Submission of Proposal for legal changes with draft rules and amendments based on review of existing legal framework and proposed models.	30 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total contract value to be paid upon delivery of "Draft Amendments" and acceptance thereof by the Purchaser
5	Submission of standard customizable Digital templates of all types of documents.	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contract Value upon submission of "Customizable Digital Templates of Documents".
6	Manual of standard digital templates of notices, memos and communications.	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contract Value upon submission of "Manual of Communications"
7	Presentation of all proposed drafts, amendments and templates in a conference to the stakeholders	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contract Value after the Presentation at the One Day Conference to be arranged by the Purchaser.



8	Training of staff and officers on legal changes.	10 % (Mobilization Advance if Paid would be adjusted for accordingly) of the total Contract Value upon submission of Training of staff and officers and acceptance thereof by the Purchaser
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* Payment for representation of the Purchaser in Litigation Matters in all court of law would be made on a per case basis based on the rate quoted and agreed upon for various kinds on court cases.

4.1.1.2 The Advance Payment Guarantee shall be valid till the expiry of the Contract and would be released upon complete adjustment.

The Advance Payment Guarantee should be equal to 10% of the Contract Value and should be issued by a Scheduled Bank in Pakistan.

4.1.1.3 The Advance Payment Guarantee may be reduced proportionately on monthly progress reports. The Advance Payment Guarantee shall become null and void and shall be surrendered by Purchaser to the Bidder/Contractor upon issuance of Acceptance Certificate.

4.1.1.4 The payments shall be processed upon presentation of the following documents by the Bidder/Contractor:

a) Commercial invoice issued by the Bidder/Contractor

4.1.1.5 Payments shall be made promptly by Purchaser within thirty (30) days of submission of an invoice/claim by the Contractor supported with necessary documents.

4.1.1.6 All payment will be made in Pakistan Rupees.

4.1.1.7 The type, method and conditions of payment to be made to the Contractor under his Contract shall be specific in the Contract. The Contractor's request's for payment shall be made to Purchaser in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, duly verified by the Project Director of Purchaser or his designated representative(s) and fulfilment of other obligations stipulated in the Contract. Purchaser or any other designated office shall pay the invoice.

4.1.1.8 The total amount to be paid to the successful Contractor shall be the Contract price adjusted to give effect to such additions there to and deductions there from as are provided under the conditions of Contract.

4.2 Ownership



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

4.3 Governing Law

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

4.4 Contractor Negligence

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

4.5 Delay in Performance

4.5.1.1 Delivery of the goods shall be made by the Contractor in accordance with the time schedule specified in the Contract.

4.5.1.2 Delay by the Contractor in performance of its delivery/project completion obligations shall render the Contractor liable to any or all of the penalties including but not limited to liquidated damages, the Contractor shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Contractor's notice, Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

4.6 Contractor Default

4.6.1.1 If the Contractor neglects to perform the Contract with due diligence and expedition or refuses/or neglects to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the Contract or shall contravene the provision of the Contract, Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of.

4.6.1.2 Should the Contractor fail to comply with the said notice, within a reasonable time from the date of service thereof, it shall be lawful for Purchaser by notice in writing to the Contractor.

4.6.1.3 If the Contractor fails to complete any of his obligations within the time granted by Purchaser under "FORCE MAJEURE" and Purchaser shall have suffered any loss from such failure, Purchaser may be entitled to deduct from the Contract price at the



rate of (0.5%) of that portion of functionality which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Agreement (except as aforesaid) and the actual date of completion, subject to a maximum deduction of 10% of the value of the Contract.

4.7 Termination of Contract

4.7.1 Termination of Contract for Default

4.7.1.1 Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part;

1. If the Contractor fails to deliver any or all of the goods and services within the time period's specified in the Contract or any extension thereof granted by Purchaser;
2. If the Contractor fails to perform any other obligation under the Contract; or
3. If there is evidence that the Contractor has supplied goods or Services evading Sales Tax, due Customs Duties and any other levies; or
4. If the Contractor, in either of the above circumstances, does not cure its failure within a period of 60 days (or such long period as Purchaser may authorize in writing) after receipt of the default notice from Purchaser.

4.7.1.2 In the event Purchaser terminates the Contract in whole or in part, Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those un-delivered, and the Contractor shall be liable to Purchaser for any excess costs for such similar goods and services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

4.7.2 Termination for Insolvency

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

4.8 Liquidated Damages

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



may consider Termination of Contract keeping in view the legal rights of the contractor under the Law of Pakistan.

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

4.9 Amicable Settlement

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

4.10 Force Majeure

- 4.10.1.1 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to



overcome. The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

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

5 CONDITIONS OF CONTRACT

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

5.1 Applicable Law

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

5.2 Taxes and Duties

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

5.3 Stamp Duty

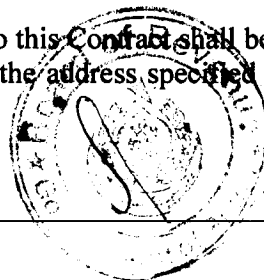
The Contractor would be responsible for paying the Stamp Duty in the amount of 0.35% of the Total Value of the Contract at the time of signing the Contract.

5.4 Contract Language

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

5.5 Notices

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





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

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

5.7. Patent Rights

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

5.8. Official or Employee of Purchaser

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

5.9. Modification and Amendment of Contract

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

5.10. Standards

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

5.11. Confidentiality of Information

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

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



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

5.12 Quality

The materials and workmanship of the supplies (software and hardware) provided under the Contract must be of the highest quality and free from any defects, which remains the responsibility of vendor/supplier.

5.13 Obligations of the Contractor

The Contractor shall conform in all respects with the provisions of all Federal Provincial and Local Laws, Regulations and any other Laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Contract and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as "state laws") and shall give all notices and pay all fines required to be given or paid thereby and shall keep Purchaser indemnified against all penalties of every kind for breach of any of the same. For the term of the Contract, as far as reasonably practicable and without liability on its part, Purchaser shall provide such information as may be required by the Contractor.

5.14 Assignment

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

5.15 Change of Order

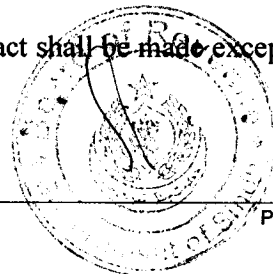
Purchaser may at any time, by a written order given to the Contractor with mutual consent, make change within the general scope of the Contract in the following:-

1. Addition or Deletion or Change in Scope of Work.

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

5.16 Contract Amendments

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





5.17 Execution of Contract

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

6 SCHEDULE OF REQUIREMENTS

The Schedule of Requirements includes the description of the services required.

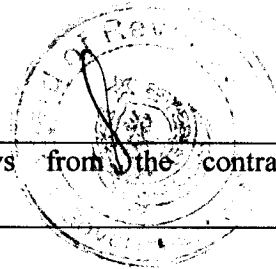
S.No	Requirement
1	Review of existing legal framework of Stamps and Registration including Stamps and Registration Laws, Rules, Codes, judicial decisions and case law etc., in order to identify legal changes required in the relevant laws for smooth implementation & maintenance of the new system and simplification of laws, rules and procedures to ensure transparency, accountability and better service delivery through legal amendments.
2	Study, analysis and assessment of models of e-Stamps and e-Registration proposed by the e-Governance Consultant NADRA for examining their legal aspects in order to make the new systems fully compatible with the laws.
3	Identify potential legal vulnerabilities of the proposed systems and recommend best solutions to address them.
4	Propose and draft amendments in all relevant laws particularly for selected I.T, Administrative, Regulatory and Financial models of stamps and Registration.
5	Frame clear drafts of rules and policies to govern statutory roles, responsibilities and powers of officers/officials under the proposed system in the light of relevant laws and proposed changes.
6	Propose changes in old rules and frame new draft rules to regulate various processes and activities under the proposed new system of Stamps and Registration.
7	Prepare standard customizable digital templates of various types of documents of which registration is compulsory under Section 17 of the Registration Act 1908.
8	To standardize statutory/legal notices, memos and communications under relevant laws and proposed amendments to be used by different layers of authority.
11	Suggesting and drafting changes in applicable laws for proposed mechanism of on-line payment in respect of fees, duties and taxes on registration of property transactions and payment of stamp duty through banks and other modes of payment to avoid fraud and future litigations.
12	Suggesting and drafting amendments for optimization of revenue collection, filing of periodic statements / returns (online or offline) in respect of the instruments chargeable with stamp duty for audit purpose.(Stamp duty returns)
13	Suggesting training methodology and conducting training of staff and officers on the changes brought through amendments in law by virtue of ASR.
14	The assignment shall cover all legal aspects of the project scope including but not limited to those of administrative, financial and technical models of the proposed system to make it fool proof, efficient and transparent.
15	The legal consultant shall provide legal support and guidance in defending the



amendments, rules, policies etc. proposed in the deliverables at every stage of the implementation of the new system, represent the PMU Reforms Wing in various litigations in the relevant courts of law and provide legal assistance as requested by the purchaser in relation to ASR project.

6.1.1 Implementation Schedule

S. No.	Milestone	Timeline
1	Report on review of the existing legal framework of Stamps and Registration suggesting legal changes in relevant laws and rules to suit IT enabled environment and ensure transparency, accountability, revenue optimization, better service delivery and simplification.	30 days from the contract signing
2	Assessment report on legal review of proposed models of e-Stamps and e-Registration with specific recommendations for extending complete legality to the new systems.	60 days from the contract signing
3	Proposal for legal changes with draft amendments based on review of existing legal framework and proposed models of e-Stamps and e-Registration, covering the above scope, to regulate and govern the new system.	90 days from the contract signing
4	Drafts of standard customizable digital templates of all types of documents of which registration is compulsory under Section 17 of the Registration Act.	180 days from the contract signing
5	Manual of standard templates of notices, memos and communications under relevant laws with SOPs to cater the needs of the new system of e-Stamps and e-Registration.	210 days from the contract signing
6	Training methodology for staff and officers on the changes brought	240 days from the contract signing





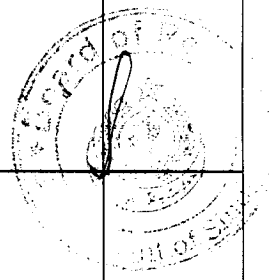
S.No.	Requirement	Timeline
	through amendments in law by virtue of ASR and conduct training on the proposed lines.	
7	To represent the PMU Reforms Wing in various litigations in all courts of law and to provide legal assistance requested by the Purchaser (BOR) in relations to the ASR project.	To provide coverage for the entire period of 18 months from the date of signing of Contract Agreement

Table 3: Implementation Schedule

6.1.2 Price Schedule

Bid Price for Services Included in the Total Bid Price to be provided as per the following template:

S.No.	Requirement	Quantity	Unit Price	Total Price
1	Report on review of the existing legal framework of Stamps and Registration suggesting legal changes in relevant laws and rules to suit IT enabled environment and ensure transparency, accountability, revenue optimization, better service delivery and simplification.	1 Job		
2	Report on legal review of proposed models of e-Stamps and e-Registration with specific recommendations for extending complete legality to every aspect of the new systems.	1 Job		
3	Proposal for legal changes with draft rules and amendments based on review of existing legal framework and proposed models of e-Stamps and e-Registration, covering the objectives and scope of the project, to regulate and govern the new system.	1 Job		
4	Drafts of standard customizable digital templates of all types of documents of which registration is compulsory under Section 17 of the Registration Act.	1 Job		
5	Manual of standard templates of notices, memos and communications under relevant laws with SOPs to cater the needs	1 Job		





	of the new system of e-Stamps and e-Registration.			
6	Plan containing training methodology of staff and officers on the changes brought through amendments in law by virtue of ASR and their training on the proposed lines.	1 Job		
7a	Per case fee to represent the Purchaser in litigation in the Lower Courts for a period of 18 months from the date of signing of the contract. The fee quoted should not be included in the total bid price.	Per Case		
7b	Per case fee to represent the Purchaser in litigation in the High Court for a period of 18 months from the date of signing of the contract. The fee quoted should not be included in the total bid price.	Per Case		
7c	Per case fee to represent the Purchaser in litigation in the Supreme Court for a period of 18 months from the date of signing of the contract. The fee quoted should not be included in the total bid price.	Per Case		

7 BID RESPONSE FORMS

This section provides the instructions, guidelines and the relevant forms/formats for the preparation of proposals for the project, “LEGAL CONSULTANCY FOR IMPLEMENTATION OF ‘Automated Registration & E-Stamps in Sindh’ Bidders are recommended to adhere to these instructions, guidelines and forms/formats for preparing their proposals. All other instructions with respect to “Preparation of Bids” are contained in the RFP and should be adhered to accordingly.

7.1 Technical Proposal

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

- a. Cover Letter
- b. Affidavit
- c. Integrity Pact
- d. Table of Contents
- e. Executive Summary
- f. Bidder Information
- g. Proposed Project Team
- h. Execution Plan





- i. Project Plan
- j. Proposed Solution
- k. Essentially Required Attachments

7.1.1 Cover Letter

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

1. "Proposal and cost schedule shall be valid and binding for 90 days following proposal due date and will become part of the contract that is negotiated."
2. Company name, address, and telephone number of the firm submitting the proposal.
3. Name, title, address, and telephone number of the person, or persons, to contact who are authorized to represent the firm and to whom correspondence should be directed.
4. Proposals must state the bidder's National Taxpayer Numbers & General Sales Tax.
5. We have completed and attached the following documents as per the specimen provided:
 - a. Affidavit
 - b. Integrity Pact
6. Please list all addenda received, including date received.

7.1.2 Cover Letter Specimen

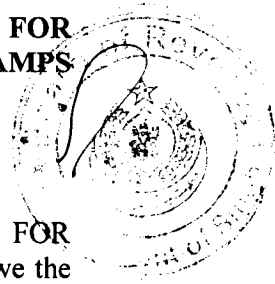
To:

Project Director ASR
Project Management Unit
Board of Revenue
Government of Sindh
C-73, Block 2, Kehkashan Clifton, Karachi

Subject: Technical Proposal for "LEGAL CONSULTANCY FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH"

Dear Sir,

Having examined the Bidding Documents for the "LEGAL CONSULTANCY FOR IMPLEMENTATION OF ASR," the receipt of which is hereby duly acknowledged, we the





undersigned, offer our services for the said project in conformity with the said Bidding Documents, for the price submitted in our Financial Bid.

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

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

We hereby certify that we have submitted a Bid Bond in the amount of at least 2% of our bid price along with our Financial Proposal that is valid for 28 days beyond the bid validity period.

We hereby appoint the following individual/s as point of contact who is duly authorized to represent our firm:

Name: _____
Title: _____
Address: _____
Phone: _____
E-Mail: _____

Our NTN Number is _____ and our Sales Tax Registration Number is _____.

We have completed and attached the following documents along with our bid as per the specimen provided:

- a. Affidavit
- b. Integrity Pact

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

- a. That unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding Contract between us as if the Contract has been executed.
- b. To execute the Contract for the services completing the obligations under the Contract in accordance with the terms of the Contract form and conditions. The Contract may be altered or added to in such a manner as you require for the purpose of adopting it to the circumstances of this tender.
- c. We will provide an Advance Payment Guarantee and a Performance Security in the form and in the amounts, as agreed in pursuance of this Contract.
- d. We understand that you are not bound to accept the lowest bid or any Bid that you may receive.



Dated this _____ day of _____ 2017.

(_____)

Signatures

(_____)

In the capacity of

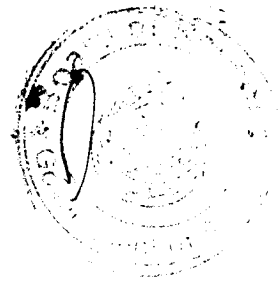
Duly authorized to sign bid for and on behalf of (_____)

(COMPANY SEAL)

(_____)

(Signature of Witness)

Witness Address: _____





7.1.3 Specimen of Affidavit

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

From: _____

To:
Project Director ASR
Project Management Unit
Board of Revenue
Government of Sindh
C-73, Block 2, Kehkashan Clifton, Karachi

Subject: **AFFIDAVIT IN RESPECT OF TENDERING PROCESS FOR “LEGAL CONSULTANCY FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH”**

..

We, M/S _____ having our office at _____ hereby undertake that as a result of contract between us and your organization for the “**LEGAL CONSULTANCY FOR IMPLEMENTATION OF ‘AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH,’**” if any conflict / dispute arises regarding the execution of work, we shall not resort to any court of law. The dispute / difference, if any, shall be settled as per relevant clauses of the tender document.

We, M/S _____ further undertake that we are not involved in any litigation and have never been black listed by any organization in Pakistan.

Authorized Signature
M/S _____

Dated _____
(Company’s

Seal)





7.1.4 Specimen of Integrity Pact

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

INTEGRITY PACT FOR

**Project Name: "LEGAL CONSULTANCY FOR IMPLEMENTATION OF
AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH"**

Bid Date: _____

{Name of Bidders} hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh(GOS) or any administrative sub division or agency thereof or any other entity owned or controlled by GOS through any corrupt business practice.

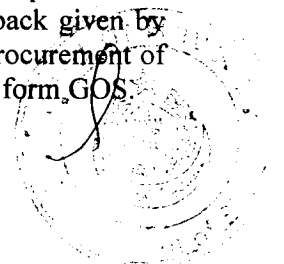
Without limiting the generality of the foregoing {Name of Bidders} represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to anyone within or outside Pakistan either associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege, or other obligation or benefit in whatsoever form from Government of Sindh (GoS) that has been expressly declared pursuant hereto.

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

{Name of Bidders} accepts full responsibility and strict liability for making any false declaration, not making full 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, other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOS under any law, contract or other instrument, be void ab initio at the option of GOS.

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

Stamp & Signatures





7.1.5 Table of Contents

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

7.1.6 Executive Summary

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

7.1.7 Bidder Information

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

Name of company	
Length of time in business	
Length of time in business of proposed systems	
Gross revenue for the prior three (3) fiscal years (in PKR)	
Percentage of gross revenue generated by business of proposed systems	
Total number of similar projects	
Number of full time personnel in: <ul style="list-style-type: none"> • Legal • IT • Revenue • Other Relevant Areas 	

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





8. If the bidder has not received the certificate of completion during the past five years, all such incidents must be disclosed.

Termination for default is defined as termination of a contract due to the bidder's non-performance or poor performance. It includes cases which are (a) not litigated, or (b) litigated and non-litigation settlements. The bidder must disclose:

Submit full details of all terminations for default experienced by the bidder during the past five years, including the contract name, contract address, contract number. Present the bidder's position on the matter. The purchaser will, at its sole discretion, accept the bidder's position. The purchaser will not be bound by the completion of a contract resulting from the termination of a contract by the bidder.

If no such incidents have occurred, the bidder must state so in writing.

A bidder's position includes all the requested information will only be provided if and when the bidder is selected. The purchaser's position will only be provided if and when the bidder is selected.

Restricting the bidder's response to incidents with litigation resulting from terminations for default is not acceptable.

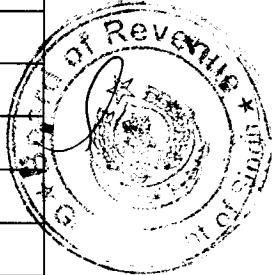
Your response must be a true and correct answer to fully answer the question.

7. If the bidder has not received the certificate of completion during the past five years, all such incidents must be disclosed.

6. If the bidder has not received the certificate of completion during the past five years, all such incidents must be disclosed.

5. Disclose the following details of all experience provided during the past five years including sub-contractors who will be used on the project.

Staff Member Name	Title	Project Position





--	--	--

3. Using the format below, create project profiles for each of the key members of staff members.

Bidder name	
Staff member name	
Staff member E-Mail address	
Staff member Mobile Phone Number	
Position in the company	
Education & Certifications	
Project position and responsibilities	
Relevant previous work experience	
Technical skills and qualifications for the project position	

Please submit detailed CV/resume' of the staff member. Staff member should sign the CV/resume.





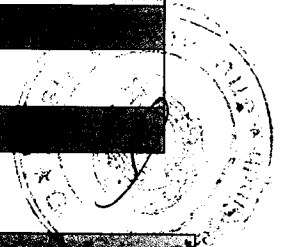
7.1.1. Execution Plan

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

- Implementation team organization chart
- Implementation team size, roles and responsibilities of each member
- Implementation Planning and Methodology

7.1.2. Implementation Plan

<p>Provide a detailed description of the implementation plan, including the following:</p>
<p>GANTT CHART</p>
<p>TASK DESCRIPTIONS</p>
<p>DEPENDENCIES</p>
<p>PREDECESSOR</p>
<p>DELIVERABLES</p>
<p>COMMISSIONING PLAN</p>



7.1.3. Essentiality & Impact Assessment



The following attachments are to be included with the proposal.

DESCRIPTION OF ATTACHMENTS
1. Audited reports of last three (3) years of the primary bidder and all sub-contractors/consortium partners. Bank Statement or other documentary evidence of Liquid Assets.
2. Company Registration Documents.
3. Income Tax & Sales Tax Registration Certificates.
4. All required documents as reflected in the RFP or any other documents that the Bidder may deem necessary to establish its capability to execute the Project

7.1.12. Proposed Solution

Please provide a detailed write-up of the proposed solution and how you would undertake the consultancy assignment.

7.2. Commercial Proposal

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

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

7.2.1 Bid Form Specimen

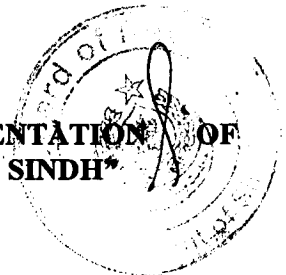
All commercial proposals must include a bid form signed by an individual legally authorized to bind the bidder to both its technical proposal and commercial proposal. Any exceptions to the Terms and Conditions stated in the Bidding Documents should be attached as an attachment to the Bid Form.

To:

Project Director ASR
Project Management Unit
Board of Revenue
Government of Sindh
C-73, Block 2, Kehkashan Clifton, Karachi

Subject: **“LEGAL CONSULTANCY FOR IMPLEMENTATION OF AUTOMATED REGISTRATION & E-STAMPS SYSTEM IN SINDH”**

Dear Sir,





Having examined the Bidding Documents for the "LEGAL CONSULTANCY FOR IMPLEMENTATION OF 'Automated Registration & E-Stamps System', the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide consultancy services in conformity with the said Bidding Documents, including Addenda Nos. (Insert Numbers), for the sum of (Total Bid Amount in words and figures). And any other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to provide consultancy services of all the items as specified in the Contract within (Number) weeks calculated from the signing date of Contract in accordance with the Contract Execution Schedule provided in the Conditions of Contract.

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

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

- a. That unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding Contract between us as if the Contract has been executed.
- b. To execute the Contract for the supply, installation, implementation, commissioning and completing the obligations under the Contract in accordance with the terms of the Contract form and conditions. The Contract may be altered or added to in such a manner as you require for the purpose of adopting it to the circumstances of this tender.
- c. We will provide an Advance Payment Guarantee and a Performance Security in the form and in the amounts, as agreed in pursuance of this Contract.
- d. We understand that you are not bound to accept the lowest bid or any Bid that you may receive.

Dated this _____ day of _____ 2017.

(_____)

Signatures

(_____)

In the capacity of

Duly authorized to sign bid for and on behalf of (_____)

(COMPANY SEAL)

(_____)

(Signature of Witness)

Witness Address: _____



7.2.2 Bid Security

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

8 ADDENDA

1. Addenda to the RFP would be issued via e-mail when some discrepancy is noted or correction is intended in the RFP or when bidders' queries are answered. In case of a conflict with the RFP or earlier Addenda, the latest Addendum would prevail.
2. All Addenda issued would form an integral part of the RFP.

