EXCISE, TAXATION AND NARCOTICS CONTROL DEPARTMENT GOVERNMENT OF SINDH

TENDER INQUIRY NO. DVR/MR(43)/PROCUREMENT/NP-TTS-U/2022-23

STANDARD BIDDING DOCUMENT

PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD

SECURITY FEATURED MVR SMART CARD

Last Day, Date & Time for Collection of SBD:	**Monday, 27th March 2023 till 02:00 P.M**
Tender Submission Day, Date & Time:	**Tuesday, 28th March 2023 till 10:30 A.M**
Tender Opening Day, Date & Time:	**Tuesday 28th March 2023 till 11:30 A.M**
Cost of Documents:	**PKR 5,000/-**

Address: **Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi Barrack 11, Block No 4-A, Sindh Secretariat Karachi**
Phone No: (021) 99203671-2

<u>RECEIPT</u>

Issued to M/S.____

<u>Rs. 5,000/- *(Rupees: Five Thousand Only)*</u> (Non-Refundable Non-Transferable)

Pay Order / Demand Draft No: _______________Date: ______________,

Drawn from____,

Branch____,

Director (Admn/MVR)
Excise, Taxation & Narcotics Control Karachi

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c.

NOTICE INVITING TENDER

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

Tenders are invited on **"Single Stage - Two Envelope Procedure"** (both sealed) for Supply of **"SECURITY FEATURED MVR SMART CARDS".**

Schedule	Date & Time	Venue
Receiving application & issuance of Tender Document	From date of publication of NIT To 27th of March, 2023. Till 02:00 PM	Directorate of Excise, Taxation & Narcotics Control (ADMN/MVR), Karachi Barrack No. 11, Block 4/A Sindh Secretariat, Court Road, Karachi
Dropping of Tender Document	Tuesday, 28th of March, 2023. Till 10:30 AM	
Opening of Tender	Tuesday, 28th of March, 2023. Till 11:30 AM	

S. No.	Description	Specification
01.	**Production, Printing & Supply of Security Featured MVR Smart Cards**	As per Bidding Document

Tender documents can be obtained during office hours on payment of Tender Document Cost **Rs. 5,000/-** (Non-Returnable & Non-Transferable), in shape of Pay Order in favour of Director (Admn), Excise Taxation & Taxation Narcotics Control, Karachi from the office of the Director (Admn), Excise Taxation & Taxation Narcotics Control, Karachi or can be downloaded from the website of Excise & Taxation Narcotics Control Department (www.excise.gos.pk) / Sindh Public Procurement Regulatory Authority / Public Procurement Management System (www.pprasindh.gos.pk).

a. The tender shall be opened by the Procurement Committee in the presence of the bidders or their authorized representative who wish to be present.
b. In case of holiday or any incident, tenders will be opened on the next working day as per given schedule.
c. All required documents i.e. GST/SST/NTN Certificates, Professional Tax Certificate etc. must be attached along with **Technical Proposal** for Tender.
d. All prescribed taxes applicable under Federal/Provincial/Local Government shall be borne by Bidder/Supplier.
e. **Single Stage-Two Envelope** procedure shall be adopted for the procurement as per SPPRA Rules (Amended up-to date). Bid shall comprise a single package containing Two (02) separate envelopes, the Technical Proposal & Financial Proposal. The name of the bidder be clearly marked on all the envelopes.
f. First envelope should contain **Technical Proposal** (in duplicate), whereas second should contain **Financial Proposal**.
g. **Technical Proposal & Financial Proposal** marked in **Bold** and **legible letters** should be kept in separate envelopes duly sealed and placed in the third envelope.
h. **Bid Security** in shape of **Pay Order / Demand Draft / Bank Guarantee in favour of** Director (Admn), Excise Taxation & Taxation Narcotics Control, Karachi, **equivalent to** 05% (Five) percent of the total bidding value offered for 03 (Three) Years i.e. 2.7 Millions Security Featured MVR Smart Cards as referred in BOQ (Schedule of Requirements).
i. At first, the **Technical Proposal** will be opened on the day of the opening of tenders, whereas, the **Financial Proposal** will be retained in sealed envelopes by the department till the **evaluation of the Technical Proposal**.

j. If the bid found technically non-acceptable, the **Financial Proposal** shall be returned to the respective bidder(s) unopened/sealed.
k. The Firm/Bidder must enclose affidavit on Judicial Stamp Paper of Rs. 100/- that the Firm/Bidder has not been blacklisted, nor is it in any kind of litigation and Fraudulent Practiced from any of the Government/Authority.
l. Procurement Committee may reject all or any bid subject to relevant provisions of SPPRA Rules, 2010 (Amended up-to date). All terms and condition of SPPRA shall be applicable.

DIRECTOR (ADMN/MVR)
EXCISE, TAXATION & NARCOTICS CONTROL
SINDH

IMPORTANT NOTE:

Bidder(s) must ensure that they submit all the required documents indicated in the Standard Bidding Document (SBD) without fail. Bids received without, Undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Standard Bidding Document (SBD) are liable to be rejected at the initial stage itself. The Data Sheets, valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder(s) for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Standard Bidding Document (SBD) at the later stages during Tender process. The Bidder(s) shall quote their prices inclusive of all applicable duties and taxes /Transportation etc., and all other expenses on free delivery to consignee's end at the Excise, Taxation and Narcotics Control Department Office.

All documents should be submitted duly paginated/flagged and the detailed of the documents should also be mentioned in front of the Index.

APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED-UPTO DATE):

This Bidding Process will be governed under Sindh Public Procurement Rules-2010 (Amended Upto Date), as amended from time to time.

OVER-VIEW:

The Government of Sindh, Excise, Taxation and Narcotics Control Department is situated in the premises of Sindh Secretariat located in Building No.02 at Kamal-Atta-turk Road Karachi, wherein various offices are working which dealt with the Administration of Public Revenue, The Excise & Taxation Department is the main revenue collecting agency of the Government of Sindh which plays a paramount role in resource mobilization. The Department has been entrusted with two functions i.e. Online Tax collection and Narcotics suppression. It has the exclusive authority of issuance & administering the intoxicating liquor and other intoxicating licenses. In the province of Sindh following Taxes are being levied and collected through Excise and Taxation Department and the taxpayers in these categories are more than 5 million.

i) Property Tax.

ii) Professional Tax.

iii) Infra-Cess Tax.

iv) Motor Registration Fee and Motor Vehicle Tax.

v) Excise Duty.

vi) Cotton Fee.

vii) Entertainment Duty.

GOVERNMENT OF SINDH
EXCISE, TAXATION AND NARCOTICS
CONTROL DEPARTMENT

1. INVITATION TO BID

1.1 SPPRA Rules to be followed:

Sindh Public Procurement Rules-2010 (Amended-Upto Date) will be strictly followed, these may be obtained from SPPRA's website:

https://pprasindh.gov.pk

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules-2010 (Amended-Upto Date).

1.2 Mode of Advertisement (s):

As per Rule-18, substituted vide SGA&CD Notification No. SORI (SGA&CD) 2-30/2010, dated 08th October 2013, this tender is being placed online at **SPPRA's website, as well as being advertised in Three (03) Leading News Papers**.

As per Rule-17, Sub-Rule (4), this tender has also been placed online at the website of Excise, Taxation and Narcotics Control Department. The Standard Bidding Document (SBD) carrying all details can also be seen from Excise, Taxation and Narcotics Control Department website http://www.excise.gos.pk and from SPPRA's website https://pprasindh.gov.pk

1.3 Types of Open Competitive Bidding:

Following procedure will be followed by Excise, Taxation and Narcotics Control Department for open competitive bidding. As per Rule 46 (02), Single Stage-Two Envelope Procedure would be followed, this is as follows:

1.3.1 The Bid(s) will be comprising a single package containing two separate envelopes. Each envelope will contain separately the Financial Proposal and the Technical Proposal.

1.3.2 The envelopes shall be marked as **"FINANCIAL PROPOSAL"** and **"TECHNICAL PROPOSAL"** in bold and legible letters to avoid confusion.

1.3.3 Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened.

1.3.4 Envelope marked as **"FINANCIAL PROPOSAL"** will be retained in the custody of the procuring agency without being opened.

1.3.5 Procuring agency will evaluate the Technical Proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.

1.3.6 No amendments in the Technical Proposal(s) will be permitted during technical evaluation.

1.3.7 Financial proposal(s) of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidder(s) in advance.

1.3.8 Financial proposal(s) of bid(s) found technically non-responsive will be returned un-opened to the respective bidder(s).

1.3.9 All the Bids shall be evaluated / examined as per Rule-2 (x), 2010, (Amended UptoDate), i.e. most advantageous bid. .

In accordance with these rules, interested companies (hereinafter referred to as ***"Bidder(s*)" applying for bids should submit a single package containing two separate ***Envelopes for Technical Proposal*** and ***Financial Proposal***.

2. INSTRUCTION TO BIDDERS:

2.1 The Excise, Taxation and Narcotics Control Department, Government of Sindh inviting bids for **STANDARD BIDDING DOCUMENTS FOR PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD** bearing Tender Enquiry No: DVR/MR(43)/PROCUREMENT/NP-TTS-U/2022-23

2.2 All Bids must be accompanied by Bid Security in shape of pay order / Demand Draft / Bank Guarantee equal to 05% (Five) percent of the total bidding value offered for 03 (Three) Years i.e. 2.7 Millions Security Featured MVR Smart Cards as referred in BOQ (Schedule of Requirements) in favor of ***"Director (Admn/MVR), Excise, Taxation & Narcotics Control Karachi"***. The bids along with an Bid Security, Tender Forms, Affidavits and all required Documents as mentioned in Standard Bidding Document (SBD) must be delivered at **Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi Barrack 11, Block No 4-A, Sindh Secretariat Karachi** on or before **10:30 A.M by 28-03-2023**. The Technical Bids will be publicly opened in the office of **Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi Barrack 11, Block No 4-A, Sindh Secretariat Karachi**, at **11:30 A.M** on the same day.

2.3 Queries of the Bidder(s) (if any) for seeking clarifications regarding the specifications of the item(s)/store(s) must be received in writing to the Primary Contact no later than Five (05) Calendar days prior to the deadline for the submission of Bids. Any Query received after Five (05) Calendar days would not entertained. All queries shall be responded to within due time.

2.4 The bidder(s) must submit bid(s) on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder (s). The bidder(s) shall submit bid(s) which comply with the Standard Bidding Document (SBD). Alternative bid(s) will not be considered. The attention of bidder(s) is drawn to the provisions of clause on ***"Determination of Responsiveness of Bid"*** regarding the rejection of bid(s), which are not substantially responsive to the requirement of the Standard Bidding Document (SBD).

2.5 Conditional Tender(s) against the Government Rules/Policy will be not considered / entertained / accepted.

2.6 The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

PRIMARY CONTACT:
Director (Admn/MVR), Excise, Taxation & Narcotics Control Karachi.
Phone: +92-21-99203671-2
Address: Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi Barrack 11, Block No 4-A, Sindh Secretariat Karachi.

SECONDARY CONTACT:

Deputy Director (P&C), Directorate General Office
Excise, Taxation & Narcotics Control Sindh
Phone: +92-21-99003003
Address: Ground Floor, Directorate General Office, Excise, Taxation and Narcotics Control Sindh, Karachi, I.I Chudrigar Road, Karachi, Pakistan

2.6.1 Bidder(s) should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder(s) may alternatively direct their enquiries through the Secondary Contact.

2.6.2 Bidder(s) are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.6.3 The Excise, Taxation and Narcotics Control Department, Government of Sindh will not be responsible for any costs or expenses incurred by bidder(s) in connection with the preparation or delivery of bid(s).

2.6.4 As Authority competent to accept the Tender, the Excise, Taxation and Narcotics Control Department reserves the right to cancel the Tender, accept or reject one or all Bid(s) without assigning any reason thereof.

2.6.5 Failure to start supply of required Security Featured MVR Smart Cards within the specified time period (as mentioned in Scope of Work at para 3.) which will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited.

TERMS & CONDITIONS OF THE TENDER:

3. DEFINITIONS:

3.1 In this document, unless there is anything repugnant in the subject or context:
3.2 "Confirmation" means confirmation in writing.
3.3 "Contractor/Bidder/Tenderer/Firm/Vendor" means an entity/ company/organization /firm that is a registered with the FBR / SRB has submitted its Bid as per the criteria/ specifications listed.
3.4 "Contractor" means any entity or person that may provide or provides the Goods to any of the public sector organization under the contract.
3.5 "Contract" means the contract proposed to be entered into between the Government of Sindh Excise, Taxation and Narcotics Control Department and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
3.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
3.7 "Calendar Days" means days including all holidays.

3.8 "Fraudulent and Corrupt practices" will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Regulatory Rules-2010 (Amended-Upto Date).

3.9 "ET&NC" means Excise, Taxation and Narcotics Control Department.

3.10 "GoS" means Government of Sindh.

3.11 "In Writing" means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.

3.12 "Procuring Agency" means the Government of Sindh, Excise, Taxation and Narcotics Control Department or any other person/entity for the time being or from time to time duly appointed in writing by the Government of Sindh, Excise, Taxation and Narcotics Control Department to act as Procuring Agency for the purpose of the contract.

3.13 "Person" individual, association of persons, firm, company, corporation, institution and organization, etc. having legal capacity.

3.14 "Personnel" means professionals and support staff provided by the bidder(s) that are assigned to perform the Task or any part thereof.

3.15 "Procurement Methods" means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 (Amended-Upto Date) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.

3.16 "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Goods submitted by a Bidder in response to SBD.

3.17 "Substantially Responsive Bid", means the Bid that contains no material differences or Deviations from or reservations to, the terms, conditions and Specifications given in the Standard Bidding Document (SBD).

3.18 "Repeat Order", means Procurement of Additional quantities of the item(s) from the original contractor or supplier, where, after the items originally envisaged for the project Have been procured through Open Competitive Bidding and such additional quantities of the same item(s) of goods are needed to meet the requirement of the project.

3.19 "SBD" means Standard Bidding Documents.

3.20 "STORES/PRODUCTS/GOODS/ITEMS" means the tasks to be performed by the bidder(s) pursuant to the Contract as listed under ***Annexure-L.***

3.21 "Bidding Consortium" means JV/Consortium allowed but not more than 2 (two) companies excluding Principal.

3.22 "Bidder" means Bidding Company, as defined below that has submitted a Bid in response to this BIDDING DOCUMENT. JV/Consortium will be considered as bidder.

3.23 "Security Featured MVR Smart Card" means Detail Specification in as ***Annexure-M*** – Technical specification of Security Featured MVR Smart Card

3.24 "Principal" means Card Manufacturer of the Security Featured MVR Smart Card

3.25 "Bid Security" means 05% (Five) percent of the total bidding value offered for 03 (Three) Years i.e. 2.7 Millions Security Featured MVR Smart Cards as referred in BOQ (Schedule of Requirements) ***Annexure-J***.

4. HEADINGS AND TITLES:

4.1 In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. NOTICE:

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Government of Sindh, Excise, Taxation and Narcotics Control Department and the Bidder, the same shall be**:**

a) in writing**.**

b) issued within reasonable time**;**

c) served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose**;** and

d) The words "notify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. TENDER ELIGIBILITY:

An Eligible Entity is one, which satisfies at least one of the following:

► The entity is a Company under the Ordinance or an incorporated entity under equivalent Acts, in case of foreign entities.

OR

► The entity is a Statutory Board / Authority / Corporation / Firm created under a separate Law / Act.

6.1 Eligible Bidder is a Bidder who**:**

6.1.1 Has a registered office in Pakistan as well as at least One (01) registered & operational office in Karachi Region.

6.1.2 has required relevant experience as mentioned at ***Annexure- D*;**

6.1.3 has valid authorization in Pakistan**;**

6.1.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as mentioned vide ***Annexure- D;***

6.1.5 Provider of Items as mentioned vide as per Schedule of Requirements at ***Annexure-J* ;**

6.1.6 Conforms to the clause of "Responsiveness of Bid".

7. TENDER COST:

1.1 The Bidder(s) should quote each item price as per Schedule of Requirement (SOR) including all taxes, duties and all others cost related to deliver the items to the consignee end as mentioned in Schedule of Requirement (SOR) to the items quoted by them, the bid cost for each item is full/final and fixed in all manners.

1.2 The Bidder(s) shall quote their bids in Pak Rupees in the prescribed manner as mentioned in Standard Bidding Document (SBD).

7.3 The Bidder(s) shall bear all costs / expenses associated with the preparation and submission of the Tender and the Excise, Taxation and Narcotics Control Department, Government of Sindh shall in no case be responsible / liable for any costs/expenses.

8. TAXES & DUTIES:

8.1 The Tendered rates should be inclusive of all applicable Taxes to Federal & Provincial Government or Local Bodies and will be deducted from the bill of the Contractor(s)/ Supplier(s). If the Contractor(s)/Supplier(s).

9. EXAMINATION OF THE TENDER DOCUMENT:

9.1 The Bidder(s) is expected to examine the Tender Document, including all instructions / terms & conditions.

10. CLARIFICATION OF THE TENDER DOCUMENT:

10.1 The Bidder(s) if / may require further information or clarification of the Tender Document, till (05) Five calendar days prior to the deadline for the submission of Bids in writing.

11. AMENDMENT OF THE TENDER DOCUMENT:

11.1 The Procuring Agency may, at any time prior to the deadline for submission of the Bid(s), at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

11.2 The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidder(s).

11.3 The Procuring Agency may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Department and the Bidder(s) previously subject to the deadline shall thereafter be subject to the deadline as extended.

12. PREPARATION / SUBMISSION OF TENDER:

12.1 The Tender and all documents relating to the Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English language. Any Printed literature furnished by the Bidder(s) in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

12.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder(s) or his Authorized Representative. ***In case of copies, color photocopies shall be submitted; otherwise bid(s) will be ignored / rejected.***

12.3 The Tender shall be in Two Envelopes i.e. The "Technical Proposal" and The "Financial Proposal".

12.4 The Technical Proposal shall comprise and fulfill all the requirements, **without quoting the price.**

12.5 Tender Covering Letter duly signed, designated and stamped by authorized representative on its Letter Head as per the format at ***Annexure-A.***

12.6 Fulfilled Preliminary (Mandatory) Screening Criteria at mentioned at ***Annexure-B***.

12.7 Technical Proposal submission Form duly signed by designated and stamped by the authorized Representative on its Letter Head mentioned at ***Annexure-C.***

12.8 Fulfilled Bid Evaluation Criteria with proper required discipline mentioned at ***Annexure-D***.

12.9 Provide Undertaking on Bidder's Letter Head with Authorized Signatures & Official Seal mentioned at ***Annexure-E,*** All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.

12.10 Submit the Affidavit on Stamp Paper valuing Rs. 100/- with attestation of Notary Public as per the format prescribed at ***Annexure-F.***

12.11 Fill the Complete Address of the Firm/Company with Authorized Signatures & official seal in Form of Bid Requirements mentioned at ***Annexure-G.***

12.12 Successful Bidder(s) shall submit the Integrity Pact duly signed, designated and stamped by authorized representative on Stamp Paper valuing Rs. 100/- mentioned at ***Annexure-H.***

12.13 Evidence of eligibility of the Bidder(s) & the Stores.

12.14 Evidence of conformity of the Stores to the Tender Document.

12.15 Submit the Technical Brochures/Literatures where required.

12.16 The statement must be signed by the authorized representative of the Bidder(s).

12.17 Valid Registration Certificate's Color copies for Income Tax, Sales Tax, and & Professional Tax.

12.18 Income Tax & Sales Tax Returns Acknowledgement Slips (CPR) for the last 03-Tax Year i.e. Sixty (36) Months.

12.19 The Financial Proposal(s) shall comprise the following:

12.20 Submit the Financial Proposal Form duly signed, designated & seal by Authorized Representative as mentioned at ***Annexure-I.***

12.21 Fill the Schedule of Requirement (SOR) on company's Letter Head with Authorized Signatures and Official seal on it vide mentioned vide at ***Annexure-J***.

12.22 Tender Bid Security **(05% of the Total Bid amount in shape of Pay order /** Demand Draft / Bank Guarantee**) in favor of "Director Admin (MVR)"**.

12.23 In case of a Bidding Consortium,

(1) Jv/Consortium is allowed to bid, maximum of 2 (two) companies excluding Principal.

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

12.24 The Principal / Manufacturer qualifying the criteria prescribed in Bid Document may authorize multiple partners to bid by representing them. However, respective Bidder's must get authorization by the principal and submit with the bid. The manufacturer/Principal will be responsible for the project delivery and will undertake the same with the qualified successful bidder in contract either as Principal or JV.

12.25 The Bidder(s) shall seal the Technical Proposal in an envelope duly marked as under: -

[Technical Tender Inquiry No]

[Tender Name]

Open on: [Insert Last Date of submission of the Tender]

[Name of the Procuring Agency]
[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Valid Phone No. of the Bidder]

12.24 The Bidder(s) shall follow the same process for the Financial Proposal.
12.25 The Bidder(s) shall again seal the envelope of Financial Proposal, duly marking the envelope as under:

[Financial Tender Inquiry No]

[Tender Name]

STRICTLY CONFIDENTIAL

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Valid Phone No. of the Bidder]

13. TENDER PRICE:

13.1 The quoted price shall be best / final / fixed in PAK Rupees inclusive of all taxes, duties, levies, insurance, freight, etc. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements and valid until completion of all obligations annually under this Contract i.e., not subject to variation/ escalation. Each cost should be identified as unit price.

14. BID SECURITY:

14.1 The Bidder(s) shall furnish the Bid Security as under:
14.2 As part of Financial Bid(s) Envelope, failing which will cause rejection of Bid(s).
14.3 For a sum equivalent to 05% of the Total Bid Price;
14.4 Denominated in PAK Rupees.

14.5 Have a minimum validity period of Ninety (90) days from the last date of submission of the Tender or until furnishing of the Performance Security, whichever is later;

14.6 ***Also enclosed a Bid Security photocopy of Pay Order / Demand Draft / Bank Guarantee in Technical Proposal(s) in which amount should not be readable, otherwise the Bid(s) will be ignored/rejected at the time of Technical Evaluation.***

14.7 The proceeds of the Bid Security shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions: -

14.7.1 If the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender form; or

14.7.2 If the Bidder(s) does not accept the correction of his total bid price; or

14.7.3 If the Bidder(s), having been notified of the acceptance of the tender by the Procuring Agency during the period of the tender validity, fails or refuses to furnish the performance security, accordance with the Tender documents

14.8 The Bid Security shall be return to the technically unsuccessful bidder(s) with unopened/sealed financial bid(s) while the unsuccessful bid(s) of financial bid(s) opening procedure will be returned the Bid Security only. The Bid Security would be return to the successful bidder(s) on furnishing the performance security in shape of Bank Guarantee / Demand Draft / Pay Order.

15. BID VALIDITY:

15.1 The Bid shall have a minimum validity period of ninety (90) days from the last date for submission of tender. The Procuring Agency may solicit the bidder's consent to an extension of the validity period of the tender. The request and the response thereto shall be made in writing. If the bidder(s) agrees to extension of validity period of the tender, the validity period of the Bid Security shall also be suitably extended. The bidder(s) may refuse extension of validity period of tender, without forfeiting the Bid Security.

16. WITHDRAWAL OF THE TENDER:

16.1 The bidder(s) may, by return notice served on the Procuring Agency to modify or with draw the tender after submission of the tender, prior to the deadline for submission of the tender.

16.2 The tender, withdrawn after the deadline for submission for Bid(s) and prior to the expiration of the period of the tender validity, shall result in for forfeiture of the Bid Security.

17. OPENING OF THE TENDER:

17.1 Tender shall be opened, at the given place, time and date, in presence of the bidder(s) for which they shall ensure their presence without further intimation.

17.2 The bidder's name, modification, withdrawal, security, attendance of the bidder(s) and such other details as the Director (Admn / MVR) Excise, Taxation and Narcotics Control Karachi may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

17.3 No bidder(s) or its representative will be allowed to keep any **digital device (i.e. video camera, audio recorder, cell phone etc.)** during tender opening at given time and location. ***Noncompliance will cause the rejection of respective bidder(s)***.

18. CLARIFICATION OF THE TENDER:

18.1 The Excise, Taxation and Narcotics Control Department, Government of Sindh will have the right, at its exclusive discretion, to required, in writing, further information clarification of the tender or may be required supporting Documents from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered or permitted accept as required to confirmed the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction sold discretion of the Procuring Agency.

19. DETERMINATION OF RESPONSIVENESS OF THE BID:

19.1 The Government of Sindh, Excise, Taxation and Narcotics Control Department shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender Evaluation Criteria, on the basis of the contents of the Preliminary (Mandatory) Screening Criteria mentioned at ***Annexure-B***. A substantially responsive Bid(s) is one which:

19.2 Meets the Preliminary (Mandatory) Screening Criteria & Evaluation Criteria for the Bidder(s) for the Good(s)/item(s) as mentioned vide ***Annexure-B***.

19.3 Meets the Technical Specifications for the Product(s)/Store(s)/item(s) as mentioned vide ***Annexure-M.***

19.4 Meets the rate and limit of liquidated damages.

19.5 Offers fixed price quotations for the stores as mentioned vide ***Annexure-J***;

19.6 Is accompanied by the required Tender Bid Security as a part of Financial Bid envelope.

19.7 Is otherwise complete and in order.

19.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

19.9 A material deviation or reservation is one which affects the scope, quality of the Stores/item(s)/good(s) or limits the Government of Sindh, Excise, Taxation and Narcotics Control Department's rights or the Bidder's obligations under the contract.

19.10 The Tender determined as not responsive will be disqualify from the Procurement Process & shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation. However, the Procuring Agency with its exclusive discretion may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

20. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

20.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:(a). If there is a discrepancy between the amount in figures and the amount in words for the total Bid(s) Price entered in the Tender Form, the amount which tallies with the total Bid(s) Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate(s) and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate(s) by the quantity, the unit rate(s) as quoted shall govern and the total price would be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate(s), in which case the total price as quoted shall govern and the unit rate(s) will be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid(s) price quoted in the price schedule, the actual sum of the itemized total prices will be governed. The Bid(s) price as determined after arithmetic correction shall be termed as the corrected Bid(s) price which shall be binding upon the bidder(s). Adjustment will be based on corrected Bid(s) Price. The price determined after making such adjustments will be termed as evaluated total Bid(s) price. The bidder(s) shall rate the Bid(s) price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the tender. The bidder(s) may state alternate payment terms and indicate the reduction in the Bid(s) price offered for such alternative payment terms. The Procuring Agency may consider the alterative payment terms offered by the bidder(s)

(b) The Tender must be free from erasing, cutting and over-writing. In case of erasing, cutting and over-writing, Authorized Signatory Person should initial it duly stamped, else the offer will not be entertained and will be rejected by the Procurement Committee.

21. REJECTION OF THE TENDER:

21.1 The Excise, Taxation and Narcotics Control Department, Government of Sindh shall have the right, at its exclusive discretion, to accept a Tender ***or*** reject any or all Tender (s), cancel/annul the Tendering process at any time prior to the award of Contract, without assigning any reason or any obligation to inform the Bidder(s) of the grounds for the Procuring Agency's action, and without thereby incurring any liability to the Bidder(s) and the decision of the Procuring Agency shall be final.

21.2 The Tender shall be rejected if it is:

A Substantially non-responsive; or

B Submitted in other than prescribed formats, forms, annexes, schedules, charts, drawings, documents by other than specified mode; or

C Incomplete, un-sealed, un-signed, printed (handwritten), partial, conditional, alternative, late; or

21.3 Subjected to interlineations /cuttings/corrections/erasures/overwriting; or

21.4 The bidder(s) submits more than one tender(s); or

21.5 The bidder(s) refuses to accept the corrected total bid(s) price; or

21.5.1 The bidder(s) has conflict of interest with the Procuring Agency; or

21.5.2 The bidder(s) tries to influence the Bid evaluation/Contract award; or

21.5.3 The Bidder(s) engages in corrupt or fraudulent practices in competing for the Contract award.

21.6 There is any discrepancy between Standard Bidding Document (SBD) and Bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid(s).

21.7 The Bidder(s) submits any financial conditions as part of its bid which is not in conformity with Standard Bidding Document (SBD).

22. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

22.1 The Procuring Agency reserves the right at its exclusive discretion at the time of Contract Award to increase or decrease, by 15%, the quantity of goods/items/stores originally specified in Schedule of Requirements without any change in Unit Price or other terms & conditions. The quoted rates once offered by the Bidder(s) will not be changed during the Contract Period.

22.2 The Contract Agreement is valid for Three (03) years, and it is extendable for next (02) Two Years on mutual consent of the procuring agency and the Vendor.

22.3 At the end of the First Year of the Contract and every year subsequently a committee will be constituted by ET&NC department to review overall project requirements, technical requirements, and price structure or any price variation (not more than 20% enhancement of the previous year rate). However, Secretary E&T will have the final right to accept or reject the recommendations of the committee.

23. ACCEPTANCE LETTER (LETTER OF INTENT):

23.1 The Procuring Agency will, send the Acceptance letter (Letter of Intent) to the successful Bidder(s), prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. Upon the successful Bidder's furnishing of the Performance Security, the Procuring Agency will promptly notify each unsuccessful Bidder(s) & will Discharge its Bid Security.

24. PERFORMANCE SECURITY:

24.1 The successful Bidder(s) will have to deposit the requisite Performance Security as under:

24.2 Within Fifteen (15) Calendar days of the receipt of the Acceptance letter from the Procuring Agency.

24.3 In the form of Bank guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Procuring Agency vide mentioned at ***Annexure-K*.**

24.4 For a sum equivalent to **7.5%** of the annual contract value.

24.5 Denominated in Pak Rupees.

24.6 Have a validity period of Six Months (06) Months i.e. One Hundred and Eighty Days (180) days, starting from the date of submitting of Performance Security**.**

24.7 The proceeds of the Performance Security shall be payable to the Procuring Agency, on the occurrence of any/all of the following conditions**:**

24.7.1 If the Contractor(s) commits a default under the Contract**.**

24.7.2 If the Contractor(s) fails to fulfill any of the obligations under the Contract**.**

24.7.3 If the Contractor(s) violates any of the terms and conditions of the Contract**.**

24.8 The Contractor(s) shall cause the validity period of the Performance Security to be extended for such period(s) as the Contract Performance may be extended. The Performance Security will be returned after approval of Competent Authority i.e. Secretary Excise, Taxation and Narcotics Control Department to the Contractor(s) within 30-working days after the expiry of its validity on written request from the Contractor(s).

25. STAMP DUTY:

25.1 Successful Bidder(s) will be liable to pay Stamp Duty (as applicable under the Stamp Duty Act 1989) duly stamped on the Contract Agreement & Assessment which may be levied in respect of the required Stores/Items/Goods.

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provision in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

	Introduction	
ITB 2.1	Name of Contract.	Standard Bidding Documents for Production, Printing and Supply of Security Featured MVR Smart Card
ITB 2.1	Name of Purchaser.	Excise, Taxation and Narcotics Control Department
ITB 2.2	Purchaser' address, Telephone & Fax #.	Director (Admn/MVR), Excise, Taxation & Narcotics Control Karachi, Barrack 11, Block No 4-A, Sindh Secretariat Karachi. Phone No: 021-99203671-2
ITB 12.1	Language of Bid	The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by the English translation, in which case, for purpose of interpretation of the Bids, the English Translation shall govern.
	Bid Price & Currency	
ITB 7.1	Price Quoted:	Delivered at Consignee End as mentioned in Schedule of Requirements.
ITB 13.1	Bid Price:	Fixed.
ITB 13.1	Bid Currency:	Pak Rupees (PKR).
	Bid Submission	
ITB 14.3	Bid Security	5% of the quoted Price as Pay order/Demand Draft/Bank Guarantee
ITB 14.5	Bid Validity Period	90 Days.
ITB 1.3.2	Number of Copies	Two (Original) Envelopes "**TECHNICAL PROPOSAL**" AND "**FINANCIAL PROPOSAL**" marked separately
ITB 2.2	Address for Bid Submission	Director (Admn/MVR), Excise, Taxation & Narcotics Control Karachi, Barrack 11, Block No 4-A, Sindh Secretariat Karachi.
ITB 2.1	Tender Enquiry Title Name and No	Standard Bidding Documents for Production, Printing and Supply of Security Featured MVR Smart Card ***DVR/MR(43)/PROCUREMENT/NP-TTS-U/2022-23***
ITB 2.2	Deadline for Bid Submission	28-03-2023 at 09:30 A.M
ITB 2.2	Date, Time & Place for Bid Opening	28-03-2023 at 11:30 A.M at, Office of Director (Admn/MVR), Excise, Taxation & Narcotics Control Karachi, Barrack 11, Block No 4-A, Sindh Secretariat Karachi.
	Contract Award	
	Evaluation of Bids	1. Most advantages Bid as per Rule-2(x) of the SPPRA Rules 2010 2. Highest rank bid will be evaluated on the basis of Quality and Cost

ITB 22.1	Purchaser's right to increase or decrease the quantities.	The Purchaser reserves the right to increase or decrease the quantities of articles to be procured, subject to the availability of Budget according to SPPRA Rules 2010 (Amended Upto Date).

1. All offers are made as per format of Price Schedule of this document. Additional Pages may be used, if needed**. In order to facilitate Bidders, a price schedule (containing the specifications & quantities of required store(s)/good(s)/item(s)) has been provided at *<u>Annexure-J</u>*.**
2. Prices quoted to cover all expenses including Freight, Taxes, and Insurance etc.
3. Goods will be required to be delivered as per schedule and at Consignee End.
4. All the Bids shall be evaluated / examined as per Rule-2 (x), 2010, (Amended Upto Date), i.e. most advantageous bid.
5. All the Highest Rank Bid with the Quality and Cost (70:30), therefore the firm achieving the highest combined (Technical + Financial) score will be selected.

Lowest Financial bid divided by Respective financial bid multiplied by 30.

(Lowest Financial Bid / Respective Financial Bid) X (30)

<u>TERMS & CONDITIONS OF THE CONTRACT</u>

<u>*PROCUREMENT OF SECURITY FEATURED MVR SMART CARD*</u>

CONTRACT

Between

<u>Government of Sindh, Excise, Taxation and Narcotics Control Department</u>

And

<u>(Name of the Firm)</u>

Dated the: _______________

I-AGREEMENT FORMAT

This Agreement of Contract is made at Karachi, on this _____ day of ____________ between

__________________, ***THROUGH MR.*** ______________________, hereinafter called and referred as the ***<u>"PROCURING AGENCY"</u>*** (which expression shall include their successors of one part) or Party of the *"**<u>FIRST PARTY"</u>***

<u>AND</u>

<u>(Full Legal name of Contractor) i.e. M/S. ________________,</u> through its (<u>Designation)</u> MR. _________________**SON OF** ______________________, holding CNIC No __________________________, Muslim, Adult, having its registered business Office/ Plot No. ____, hereinafter called and referred as the ***<u>"CONTRACTOR"</u>*** or the Party of the ***"<u>SECOND PARTY</u>"***

WHEREAS, the Government of Sindh, Excise, Taxation and Narcotics Control Department is desirous that certain Goods, viz **STANDARD BIDDING DOCUMENTS FOR PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD**, should be executed by the contractor and has accepted a Bid by the contractor for the execution and completion of such Goods and remedying of any defects therein during Financial Year 2022-2023, SPPRA Serial No: ______, dated: _______ and Tender Inquiry No: DVR/MR(43)/PROCUREMENT/NP-TTS-U/2022-23

And whereas the ***"CONTRACTOR"/ "SECOND PARTY"*** Bid was accepted and approved being evaluated as the qualified and the lowest / Most advantageous (as per the weightage formula provided) bidder for the supply at the cost of **Rs. ____________________/-** (**Rupees: ______________________________________ Only)** as per approved specification invited by the ***"DEPARTMENT / FIRST PARTY"*** for the period of Three (03) Years from **__________.**

NOW THESE PRESENTS WITNESS AND THE PARTIES HERETO AGREE HEREBY AS FOLLOWS:-

1. That in this Agreement words & expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. That the following documents after incorporating addenda, if any except those parts relating to instructions to bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

   a) The Tender Document (SBD)
   b) Bidder's Proposal
   c) Terms & Conditions of the Contract.
   d) Special Stipulations.
   e) The Technical Specifications.
   f) Tender Form.
   g) Price Schedule.
   h) Performance Security.
   i) Integrity Pact.
   j) Any Standard Clause acceptable for Excise, Taxation and Narcotics Control Department, Government of Sindh.

3. That in consideration of the payments to be made by the Government of Sindh, Excise, Taxation and Narcotics Control Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Goods/Items and remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. The Contract Agreement is valid for Three (03) years, and it is extendable for next (02) Two Years on mutual consent of the procuring agency and the Vendor.

5. That Government of Sindh, Excise, Taxation and Narcotics Control Department hereby covenants to pay the contractor, in consideration of the execution and completion/delivery of the goods/items as per provisions of the Contract, the Contract Price or such other sum as may become payable of the Contract, at the times and in the manner prescribed by the Contract.

6. That the ***“CONTRACTOR / SECOND PARTY”*** do hereby agree and legally bound to accept the Purchase Order issued by the ***“DEPARTMENT / FIRST PARTY”*** vide Order No: ___________________________________, dated: ________, 2023.

7. That the ***“CONTRACTOR / SECOND PARTY”*** do hereby agree and bound to supply the following articles / items mentioned in the above said Purchase Order within the stipulated time as mentioned in the Standard Bidding Document (SBD) as well as in above said Purchase / Work / Supply Order, details are as under:-

Description	**Cost per unit**	**Contract Cost / Value for 03 (Three) Years**
1. Production. Printing & Supply of SECURITY FEATURED MVR SMART CARDS as per specifications provided in the bid documents per unit at the designated stores prescribed by ET&NC Department.	Rs. ____________per unit	Rs. __________

(Rupees ____ Only)

8. That the ***“CONTRACTOR / SECOND PARTY”*** is ready and bound to deliver all the articles / items at the place destination as shown in the Purchase Order at his/ her / their own risk and cost and handed over the complete delivery of all articles / items as per Purchase Order to the concern quarter.

9. That the ***“CONTRACTOR / SECOND PARTY”*** is ready and bound to replace any or all the articles / items broken or damaged (during transportation or at the time of delivery) at his own risk and cost and shall deliver all the articles / items in good and sound condition.

10. That the ***“CONTRACTOR / SECOND PARTY”*** undertakes to bear / pay all kind of Taxes i.e. Stamp duty / Services Charges / Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental and other charges levied by the concern authorities up to the place of destination.

11. That in case the ***“CONTRACTOR / SECOND PARTY”*** fails to start the supply of the items within the stipulated time (as mentioned in Scope of Work at para 3) the penalty will be charged at the rate of 7.5% monthly (0.25% chargeable on the basis of days) for the unsupplied items only.

12. That the ***“DEPARTMENT / FIRST PARTY”*** will reserve a legal right to cancel the whole or part of Purchase / Work / Supply Order or forfeit the full or part of Bid Security / Security Deposit / Performance Security in case of any event of default on the part of ***“CONTRACTOR / SECOND PARTY”*** as per the clause(s) mentioned above in this Agreement of Contract as well as in the Standard Bidding Document (SBD). To assess whether such delays are entirely due to CONTRACTOR’s fault, an independent arbiter shall be appointed, under the Arbitration Act of 1940. The arbiter shall be nominated by mutual consent of both parties. The decision of the arbiter shall be final and both the parties will be legally bound to accept the decision.

13. That the ***"CONTRACTOR / SECOND PARTY"*** is ready to abide with above terms and conditions and as per Standard Bidding Document (SBD).

IN WITNESSES WHEREOF, the parties have bound themselves with the above mentioned terms and conditions with sound mind and their senses without any corrosion and force and act their hands and the parties hereto have caused this Contract to be executed on the **(Day)**, **(Month)** and **(Year)** before written in accordance with their respective laws.

WITNESSES:-

1. ______________________________	☐ ______________________________
Name: __________________________	**Signature of Procurement Agency**
S/o: ____________________________	(Seal)
NIC No: ________________________	
Address: _______________________	
________________________________	

2. ______________________________	☐ ______________________________
Name: __________________________	**Signature of Contractor**
S/o: ____________________________	(Seal)
NIC No: ________________________	
Address: _______________________	
________________________________	

II-TERMS & CONDITIONS OF CONTRACT

i.CONTRACT:

The Government of Sindh, Excise, Taxation and Narcotics Control Department will, after issuance of Letter of Intent to the successful bidder(s) send the contract provided in the Standard Bidding Document (SBD), to the successful bidder(s). Within three (03) working days of the receipts of such contract, the Bidder(s) shall sign and date the contract and return it to the Government of Sindh, Excise, Taxation and Narcotics Control Department.

ii.CONTRACT DOCUMENTS AND INFORMATION:

The Contractor(s) shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specification(s), drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Procuring Agency in connection herewith except for purposes of performing the contract of disclose the same to any person other than a person employed by the contractor(s) in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

iii.CONTRACT LANGUAGE:

The Contract and all documents relating to the Contract, exchanged between the Contractor(s) and the Procuring Agency, shall be in English. The Contractor(s) shall bear all costs of translation to English and all risks of the accuracy of such translation.

iv.STANDARDS:

The goods/Items/Stores provided under this Contract shall confirm to the latest Technology / Model / Standards.

v.PATENT RIGHT:

The contract shall indemnify and hold the department harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

vi.EXECUTION SCHEDULE:

The Contractor(s) shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Procuring Agency, immediately after the issuance of letter of Intent.

vii.PRICE:

The contractor(s) shall not charge prices for the goods/Items/Stores provided and for other obligations discharged, under the contract, varying from the prices quoted by the contractor in the price schedule.

viii. PAYMENT:

The Contractor(s) shall submit an application for payment, in the prescribed form, to the Procuring Agency. The application for payment shall be accompanied by the such invoices, receipts or other documentary evidence as the Procuring Agency may require; rate the amount claimed; and set forth in detail, in order of the price schedule, particulars of the Goods/Items/Stores provided, up to the date of the application for payment and subsequent to the period covered by the last preceding certificate of payment, if any. The Procuring Agency will make payment for the Goods/Items/Stores provided, to the contractor(s), as per Government policy, in Pak Rupees, through A.G Sindh Cheque.

ix. CONTRACT AMENDMENT:

The Excise, Taxation and Narcotics Control Department may, at any time, by written notice served on the contractor(s), alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all /any of the goods/Items/Stores with the percentage as prescribed in Standard Bidding Document (SBD). The Contractor(s) shall, within Ten (10) working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the change), to the Procuring Agency. The contractor(s) shall not execute the change until and unless the Excise, Taxation and Narcotics Control Department has allowed the said change, by written order served on the contractor(s). The change, mutually agreed upon, shall constitute part of the obligations under this contract, and the provisions of the contract shall apply to the said change. No variation in or modification in the contract shall be made, except by written amendment signed by both the Excise, Taxation and Narcotics Control Department and the contractor(s).

x. ASSIGNMENT / SUBCONTRACT:

The contractor(s) shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Government of Sindh, Excise, Taxation and Narcotics Control Department prior written consent. The contractor(s) shall guarantee that any and all assignees or subcontractors of the contractor(s) shall, for performance of any part or whole of the goods under the contract, comply fully with the terms and conditions of the contract applicable to such part or whole of the goods under the contract.

xi. LIQUIDATED DAMAGES:

If the contractor(s) fails/delays in performance of start of the obligations, under the Contract/violates starts of the provisions of the Contract/commits breach of start of the terms and conditions of the contract the Government of Sindh, Excise, Taxation and Narcotics Control Department may, without prejudice to any other right of action/remedy it may have, deduct from the Contract Price, as liquidated as per clause 10 of the contract, a sum of money @ 0.25% of the contract Price which attributable to such part of the services as cannot, in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Government of Sindh, Excise, Taxation and Narcotics Control Department, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xii. BLACKLISTING:

If the contractor(s) fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Government of Sindh, Excise, Taxation and Narcotics Control Department may, at any time, without prejudice to any other right of action/remedy it may have, blacklist the contractor(s), either indefinitely or for a stated period, for further tenders in public sector. If the contractor(s) is found to have engaged in corrupt or fraudulent practices in competing for the without prejudice to any other right of action / remedy it may have, blacklist the contractor(s), either indefinitely or for a stated period, for further tenders in public sector.

xiii. FORFEITURE OF PERFORMANCE SECURITY:

If the contractor(s) fails/delays in performance of any of the obligations, under the contract / violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Government of Sindh, Excise, Taxation and Narcotics Control Department may, without prejudice to any other right of action / remedy it may have, forfeit performance security of the contractor(s). Failure to supply required items/goods/stores within the specified time period will invoke penalty as specified in this document. In addition to that, performance security amount will be forfeited, and the company(s) will not be allowed to participate in future tenders as well.

xiv. TERMINATION FOR DEFAULT:

If the contractor(s) fails/delays in performance of any of the obligations, under the contract/violates any of the provisions of the contract/commits breach of any of the terms and conditions of the contract the Government of Sindh, Excise, Taxation and Narcotics Control Department may, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contract indicate the nature of the default(s) and terminate the contract, in whole or in part, without any compensation to the contractor(s). Provided that the termination of the contract shall be resorted to only if the contractor(s) does not cure its failure/delay, within fifteen (15) working days (or such longer period as the Government of Sindh, Excise, Taxation and Narcotics Control Department may allow in writing), after receipt of the such notice. If the Government of Sindh, Excise, Taxation and Narcotics Control Department terminates the contract for default, in whole or in part, the Government of Sindh, Excise, Taxation and Narcotics Control Department may procure, upon such terms and conditions and in such manner as it deems appropriate, goods similar to those undelivered, and the contractor(s) shall be liable to the Government of Sindh, Excise, Taxation and Narcotics Control Department excess costs for such similar Goods/Items/Stores. However, the contractor(s) shall continue performance of the contract of the extent not terminated.

xv. TERMINATION OF INSOLVENCY:

If the contractor(s) becomes bankrupt or otherwise insolvent, the Government of Sindh, Excise, Taxation and Narcotics Control Department, at any time, without prejudice to any other right of action/remedy it may have, by written notice served on the contractor(s), indicate the nature of the insolvency and terminate the contract, in whole or in part, without any compensation to the contractor(s).

xvi. TERMINATION FOR CONVENIENCE:

The Government of Sindh, Excise, Taxation and Narcotics Control Department may, at any time, by written notice served on the contractor(s) terminate the contract, in whole or in part, for its convenience, without any compensation to the contractor(s). The Goods/Items/Stores which are complete or to be completed by the contractor(s), within Thirty(30) working days after the receipt of such notice, shall be accepted by the Government of Sindh, Excise, Taxation and Narcotics Control Department. For the remaining Goods/Items/Stores, the Government of Sindh, Excise, Taxation and Narcotics Control Department may elect:

- To have any portion thereof completed/or
- To cancel the remainder and pay to the contractor an agreed amount for partially completed Goods/Items/Stores.

xvii. FORCE MAJEURE:

The contractor(s) shall not be liable for liquidated damages, forfeiture of its performance security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the contractor(s) shall, by written notice served on the Government of Sindh, Excise, Taxation and Narcotics Control Department indicates such condition and the cause thereof. Unless otherwise directed by the Government of Sindh, Excise, Taxation and Narcotics Control Department in writing, the contractor(s) shall continue to perform under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

xviii. TAXES AND DUTIES:

The contractor(s) will be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department.

xix. CONTRACT COST:

The contractor(s) shall bear all costs/expenses associated with the preparation of the contract and the Government of Sindh; Excise, Taxation and Narcotics Control Department shall in no case be responsible for those expenses.

xx. EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT:

If the Contractor(s) encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor(s) shall, by the written notice served on the Government of Sindh, Excise, Taxation and Narcotics Control Department promptly indicate the facts of the delay and its likely duration and its cause. As soon as practicable after receipt of such notice, the Government of Sindh, Excise, Taxation and Narcotics Control Department shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor(s), extend the contractor's time for performance of its obligations under the Contract.

xxi.<u>STATUTES AND REGULATIONS:</u>

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The contractor(s) shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Government of Sindh, Excise, Taxation and Narcotics Control Department indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at Karachi will have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

XXII- SPECIAL STIPULATIONS:

For Ease of Reference, Certain Special Stipulations are as Under:-	
Sr. No	**PARTICULARS**
1.	The Successful Bidder(s) supplies the goods/stores which shall be in Original Sealed Box which will be delivered at the Excise, Taxation and Narcotics Control Department, Government of Sindh Office or as per the address mentioned in the Purchase Order(s) by the Authorized representative of the successful Bidder(s) at the risk and cost of the supplier(s). Any Breakage or Shortage of the stock will be recovered from the Supplier(s).
2.	The Liquidate/Damages in the event of completion beyond the given schedule shall be 0.25% for each day or 7.5% on monthly basis of delay from the targeted period, as per refer to Clause 10 of the contract.
3.	The Bidder(s) shall quote their Firm & Final rate(s) both in Figures & in words on free delivery basis at Excise, Taxation and Narcotics Control Department office as well as in the Directorates all over the Sindh.
4.	If Good(s)/Item(s)/Store(s) found not genuine **<u>or</u>** are declared Sub-Standard, the contractor(s)/supplier(s) are solely responsible and are bound to supply additional / replacement quantity of whole item(s)/store(s) free of cost on mentioned site, otherwise contract will be terminated with the Contractor and a Penalty will be raised on Contractor as per rules.
5.	The Technical Evaluation carried out by Procurement Committee will be Final, which will be assessed on overall experience basis.
6.	Financial Offer will be announced / considered only those item(s) which will Technically qualified by the Procurement Committee.
7.	Only item(s)/good(s)/store(s) approved by Procurement Committee will be considered by Procuring Agency.
8.	The Procurement Committee reserves the right to approve/drop any item(s)/good(s)/store(s) ***<u>or</u>*** scrap/cancel the Tender as per Relevant Rules of SPPRA-2010 (Amended-Upto Date).
9.	Redressal of Grievances & Settlement of Dispute will be as per SPPRA Rules-2010 (Amended-Upto Date).

10.	The Successful Bidder(s) shall sign the Contract Agreement with the Excise, Taxation & Narcotics Control Department on Judicial Stamp Paper of Rs. 500/- as per approved format.

Note: All the above said instructions must be read carefully for compliance; else the offer(s) will be ignored. Procuring Agency reserves the right to ask & verify any document(s) from the participant(s) related to the Bid(s).

ANNEXURE-A:

TENDER COVERING LETTER FORMAT:

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

Subject: **PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD**

This Letter Format shall be on the Letter Head of the Bidder(s)/Firm(s) and should be signed by a person competent. It shall be included by the Bidder(s) in its Technical Bid(s)

Dear Sir,

Having examined the Tender Documents and Annexures I/We, the undersigned, in conformity with the said document, offer to provide the said goods on terms of reference to be singed upon the award of contract for the sum indicated as per financial bid.

2. I/We undertake, if our proposal is accepted, to provide the required Store(s)/Goods comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Excise, Taxation and Narcotics Control Department, Government of Sindh.

3. I/We agree to abide by this proposal for the period of Ninety (90) days (as per requirement of the Bid) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. I/We agree to execute a contract in the form to be communicated by the Excise, Taxation and Narcotics Control Department, Government of Sindh incorporating all agreements with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

5. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

6. I/We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in binding.

7. I/We would like to clearly state that we qualify for this work as our company meets all the Pre-Factor criteria indicated on your Tender document. The details are as attached: -

Authorized Signatures with Official Seal

ANNEXURE-B:

PRELIMINARY (MANDATORY) SCREENING CRITERIA:

This Check list form will be used by Procuring Agency for the selection of Bidder(s) at Preliminary Stage. Bid(s) which do not pass the Preliminary (Mandatory) Screening Criteria will be assumed as Non-Responsive bid(s) and will be eliminated from Tendering Process at initial stage without evaluation of Technical Criteria. Bidder(s) shall be advised to provide all the below requirements in its Technical proposal(s) of each section:

Technical Bid Opening Check List: {Mandatory Requirements for all Bidder(s)}

Sr. No	**Description**	**Name of Bidder(s)**		
		Firm-A	**Firm-B**	**Firm-C**
1.	Are Both Envelopes Sealed? (Technical & Financial)	Yes/No	Yes/No	Yes/No
2.	Is Original Tender Receipt is attached / Pay Order?			
3.	Are Envelopes properly typed as prescribed in clause 12.23 & 12.25?			
4.	Is Tender Covering Letter format typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal as prescribed at ***Annexure-A***?			
5.	Is Technical Proposal Format at ***Annexure-C*** typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
6.	Is Undertaking Format at ***Annexure-E*** typed properly on Bidder(s) Letter Head with Authorized Signatures & Official Seal?			
7.	Is Affidavit of Non-Litigation, Blacklisting & Fraudulent practices from any Government/Authority provided by the Bidder & the Principal on PKR 100/. Stamps Paper with proper required discipline (to be produced by the bidder(s) itself).			
8.	Is Affidavit Format at ***Annexure-F*** typed properly on Rs. 100/- Stamp paper with Authorized Signatures & Official Seal?			
9.	Is Bid Requirement Form at ***Annexure-G*** properly Filled with Bidder(s) complete address with Authorized Signatures & Seal?			
10.	Photocopy of the Bid Security Pay Order/Demand Draft/Bank Guarantee to be submitted in Technical Proposal(s) in which amount should not be readable, otherwise the Bid(s) will be ignored/rejected at the time of Technical Evaluation.			
11.	Is Valid National Tax Number (NTN) Certificate(s) provided by the Bidder(s)?			
12.	Is Valid General Sales Tax (GST) Certificate(s) provided by the Bidder(s)?			

13.	Is Valid Sindh Revenue Board (SRB) Certificate provided by the Bidder(s)?			
14.	Is Valid Certifications for ISO9001 (Business Solution Provider) Provided by Lead Bidder			
15	ISO 7816 (Standard)- (General Quality Assurance Regarding Smart Card (Letter to be provided by Principal) Provided by Bidder(s)			
16	OHSAS 18001-2007 – Business Solution Provider provided by the Bidder(s) / Principal			
17.	Is Valid ISO 20000-1 Certificate provided by the Lead Bidder(s)			
18.	Is Valid ISO 27001 (ISMS) Certificate provided by the Lead Bidder(s)			
19.	Is Professional Tax Certificate(s) for the Current Financial Year submitted by the Bidder(s) in its Technical Bid(s)			
20.	Are all documents in Technical Proposal submitted by the Bidder(s) duly signed, designated with Official Seal, properly filed, flagged as well as paginated			
21.	Is the Lead Bidder an Authorized Supplier of the Smart Cards (Bidder must have valid Manufacturer Authorization proof/Letter from manufacturer)			
22.	The Bidder/Principal must be having more than or equal to Three (3) years of Experience of Smart Card Business in Pakistan.			
23.	The Bidder must demonstrate the ability of their business capacity by proving the supply of minimum 2 Million Smart Cards in Pakistan in last Three (3) years.			
24.	The bidder will be required to establish minimum two credible contract / performance certificates in Pakistan for the Smart Card of similar nature supplied based on total solution i.e. production, Printing and supply of security featured smart card.			
25.	Bidder should submit the List of clients (national or international level).			
26.	Details and addresses of all the production facilities/sites be mentioned. (disaster recovery plan shall be submitted)			
27.	Ten (10) samples of each category i.e Private, Commercial & Motor Cycle (Two-wheeler / Three-wheeler), should be provided by each bidder with the technical bid.			

Note: Interested Bidder(s) are advised to fulfill all the requirements as indicated above for passing out the preliminary (Mandatory) Elimination Process, if any bidder fails to comply any of the above requirement, shall be assumed as NON-RESPONSIVE bidder.

ANNEXURE-C:

FORMAT FOR TECHNICAL PROPOSAL SUBMISSION FORM

{This Format of Technical Proposal Form shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It should be included by the Bidder(s) in its Technical Bid(s)}

(Insert Location & Date)

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

Subject: **PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD**

Dear Sir,

I/We, the undersigned, offer to provide the subject goods/stores in accordance with your request for proposal. I/We are hereby submitting our proposal(s), which includes the Technical Proposal(s) and the Financial Proposal(s) sealed in Two (02) separate envelopes. I/We undertake, if my/our proposal(s) is accepted, to provide the said stores related to the assignment.

2. I/We also confirm that the Government of Sindh has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. I/We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and I/We are aware of the relevant provisions of the Proposal Document.

3. I/We understand you are not bound to accept any Proposal you receive.

I/ We remain,
Yours sincerely,

Authorized Signature
(In full and initials)

Name and Designation of Signatory & Seal:

Name of Firm:

ANNEXURE-D:

EVALUATION CRITERIA & COMPARISON OF BID(S):

Bidder(s) who have been qualified based on the preliminary (Mandatory) screening criteria will be eligible for an evaluation criterion. The Goods/stores will evaluate and compare the bid(s) that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder(s) with Quality and Cost Based Selection Method for the entire information system as per criteria mentioned in this Standard Bidding Document (SBD). (To be filled by the Bidder)

S. No	Evaluation Parameter for Proposal	Quantity Description	Marks
1.	**Company Profile**	**All Companies should have Sales Tax and Income Tax Registration Numbers. (Mandatory)**	**15 Marks**
	Period since Firm is registered in SECP as Information Technology business / Card Printing Business.	05 – 10 Years. 11 – 15 Years. Above 15 years	5 10 15
2.	**Human Resources and HR Capabilities**		**20 Marks**
A	**Total No of full time employees (Documentary bank evidence & EOBI paid proofs) of Bidder(s)**	200 – 400 401 – 500 More than 500	6 8 10
B	**Total No. of fulltime Technical employees with IT / Technical educational background (CV's with certificate Required)**	10 – 20 21 – 30 More than 30	1 3 4
C	**Total No. of Contract Managers with PMP Certification (CV's with certificate Required)**	2 3 5	1 3 4
D	**Total No. of PEC registered Engineers (PEC Certification Required)**	1 – 5 More than 5	1 2

S. No	Evaluation Parameter for Proposal	Quantity Description	Marks
3.	**Projects of similar nature**	**Printing and Supply of (Smart Card)**	**20 Marks**
	Project of Similar Nature (Smart Card)	2 More than 2	10 20
4	**Annual Turnover of Bidder**		**15 Marks**
	Average Annual Turnover of last Three (3) Years (***Attach copies of the Audited Accounts***)	500 – 750 Million 751 – 1000 Million 1001 Million & Above	5 10 15
5	**Major IT/ Smart Cards contracts with Public and Private Sector**		**15 Marks**
	Contracts worth PKR 100 Million & above, per project (Submit copy of contracts or Purchase Order with price specified) in last 5 – 7 years	1 – 3 Contracts 4 – 6 Contracts More than 6 contracts	5 10 15
6	**Proof of Supply of Smart Card in Pakistan**		**15 Marks**
	Submit Delivery Certificate / Challan / Customer Acknowledgement (on customer letter head)	2 – 3 Million 3.1 – 4.0 Million 4.1 Million & Above	5 10 15

Firm must get 75% i.e. 75/100 Marks in Technical Proposal for qualifying for further tendering process as per above mentioned criteria.

Bids qualified technically and proposing most advantageous bid be awarded the work.

Note: A firm must get at least minimum marks / score in each category of Evaluation Parameter and Sub Evaluation Parameter from Serial No: 01 to 06 and if Bidder/Firm fails to obtain any marks in above mentioned that firm will be disqualified for further tendering process

ANNEXURE-E:

UNDERTAKING:

{This undertaking format shall be on the Letter Head of the Bidder(s)/Firm(s) and shall be signed by a person competent. It shall be included by the Bidder in its Technical Bid(s)}

It is certified that the information furnished here in and as per the Documents submitted is true and correct and nothing has been concealed and tampered with. We have gone through all the conditions of Tender and are liable to any punitive action for furnishing false information / Documents.

Dated this__________day of __________________2023

Signature

________________________ (Company Seal)
In the capacity of

Duly authorized to sign Bids for and on behalf of:

ANNEXURE-F:

AFFIDAVIT FORMAT:

{This Affidavit format shall be on the Stamp Paper valuing Rs. 100/- with attestation of Notary Public and shall be signed by a person competent. It shall be included by the Bidder(s) in its Technical Bid(s)}

I/We, M/s.__________(Insert Company Name)_________________, located at ___ __________________(Insert Company Address)_________ , through its proprietor namely Mr.______________________(Insert Name)______ S/o.____(Insert Name)_______ , bearing CNIC No. ___(Insert I.D Card Number)____, resident of ________(Insert Home Address) _______ is hereby confirmed that we have carefully read all Terms and Conditions of the Tender and also agreed to abide SPPRA Rules-2010 (Amended-Upto Date) for the Standard Bidding Documents for Production, Printing and Supply of Security Featured MVR Smart Card during the validity of Contract.

1. ***I/We also do hereby state and declare on oath as under:-***

a.) That I/We will remain bound to supply any Item(s)/Good(s)/Store(s) as an additional quantity at the same rate(s) on which said item(s)/Goods(s)/Store(s) I/We have supply during the Contract Period.
b.) That I/We also agree to supply and accept the said item(s)/store(s)/good(s) at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
c.) I /We understand and ensure for the supply of store(s)/good(s)/item(s) as per the Tender Requirements.
d.) I/We also agree to supply the 100% additional / replacement quantity without any additional charges, if the supply(s)/part of supply(s) declared sub-standard.
e.) I/We understand that, if any of the information submitted in accordance to this Tender inquiry found incorrect or false, my/our contract may be cancelled at any stage on my/our cost and risk.
f.) I/We also undertake that my/our firm has neither been Blacklisted, nor having any dispute with any Government or Semi-Government Organization(s) and also there is no litigation against the firm, moreover my/our Firm has not been bankrupted.
g.) That the replacement /warranty of rejected/faulty parts will be made immediately within Next Business Day.
h.) That I /We are true deponent of this affidavit and will be conversant with the facts deposed herein.

2. Whatever stated above is true and correct to the best of my/our knowledge and belief.

Signature of the Bidder(s) Name:
Designation with Seal of the Firm(s): Date:_____________

ANNEXURE-G:

FORM OF BID REQUIREMENTS:

Sr. No	Subject	Provision
1.	Amount of Bid Security in the form of Pay order / Demand Draft / Bank Guarantee	05% (Five) percent of the total bidding value offered for 03 (Three) Years i.e. 2.7 Millions Security Featured MVR Smart Cards as referred in BOQ (Schedule of Requirements) in favor of Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi, Barrack 11, Block No 4-A, Sindh Secretariat Karachi.
2.	Performance Security	7.5% of the Contract amount.
3.	Validity Period of Performance Security	For a Period of 06 (Six)-Months after signing of Agreement.
4.	Surety for the proposed Performance Security (state the name and address of the proposed scheduled Bank from whom Performance Security shall be obtained)	Any Scheduled Bank in Pakistan.
5.	Venue of Arbitration	Barrack 11, Block No 4-A, Sindh Secretariat Karachi.
6.	Company(s)/Firm(s)/Bidder(s)/Contractor(s) Official Address for serving of Notices	______________________
7.	Procuring Agency's Address for serving of notices	Director (Admn/MVR), Excise, Taxation & Narcotics Control, Karachi **Address**: Barrack 11, Block No 4-A, Sindh Secretariat Karachi Phone: +92-21-99203671-2

____

(Authorized Signature on behalf of Bidder & Company Seal)

ANNEXURE-H:
FORMAT FOR INTEGRITY PACT:

(This Integrity Pact Format shall be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder(s) with attestation of Notary Public).

Contract Number:_____________________________ Dated: _________
Contract Value: _____________________________
Contract Title: _____________________________

1. M/s. __________________________________hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. ____________________________ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Excise, Taxation and Narcotics Control Department Government of Sindh, except that which has been expressly declared pursuant hereto.

3. M/s. ____________________________certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Excise, Taxation and Narcotics Control Department Government of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

5. Notwithstanding any rights and remedies exercised by Excise, Taxation and Narcotics Control Department, Government of Sindh in this regard, M/s. _____________________agrees to indemnify Excise, Taxation and Narcotics Control Department, Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Excise, Taxation and Narcotics Control Department, Government of Sindh in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. _______ ________________________________as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Excise, Taxation and Narcotics Control Department, Government of Sindh.

________________________________ ______________________________________

(Director (Admn / MVR), Excise, Taxation and Narcotics Control Department) **(Bidders Authorized Signatures with Official Stamp)**

ANNEXURE-I:

FORMAT FOR FINANCIAL PROPOSAL SUBMISION FORM:

(This format of Financial Proposal Form shall be on the Letter Head of the Bidder(s)/Firm(s) and should be signed by a person competent. It should be included by the Bidder(s) in its Financial Bid(s)

To,

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

.

Subject: **PRODUCTION, PRINTING AND SUPPLY OF SECURITY FEATURED MVR SMART CARD**

(Bidder(s) are requested to fill the Blank spaces in this form of Bid).

Dear Sir,

1. Having examined all of the Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, I/We the undersigned offer to provide the Security Featured MVR Smart cards in conformity with the Bid Documents including Instructions to Bidder, General Conditions of Contract and Schedule of Requirement for the total sums as specified at **Schedule of Requirements**, as agreed upon under the contract.

2. I/We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.

3. I/We conform that we have satisfied ourselves about the goods and all other conditions which influence or may influence the goods, and I/We do not require any clarification and additional information thereto and that I/We cannot raise any claim for not knowing them.

4. I/We undertake to carry out such alternations, additions or curtailments of the Goods as may from time to time be determined and ordered in writing by the Excise, Taxation and Narcotics Control Department, Government of Sindh, in accordance with the contract.

5. The rates and prices which I/We have quoted and all information and data attached with our Bid(s) are complete and without any hidden Technical & Financial reservations or implications. They have been duly checked and are correct in every aspect.

6. The rates and prices entered in the Bid(s) are firm and are inclusive of all cost of manpower, labor, equipment, custom duties, sales tax, surcharges, local and Federal Taxes, insurances, royalties, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of Goods.

7. I/We undertake if our Bid is accepted to sign the Agreement of Contract within Three (03) working days of the issue of the Letter of Award.

8. If my/our Bid is accepted we will furnish a Performance Security from a scheduled bank approved by the Excise, Taxation and Narcotics Control Department, Government of Sindh, for the amount of 7.5% of the Bid amount.

9. I/We agree to pay all costs towards the preparation of the Agreement of Contract.

10. I/We further agree to abide by this Bid for a period of (90) Ninety calendar days from the date of opening of the Bid and it shall remain binding upon us for this period.

11. Unless and until a formal agreement is prepared and signed, the Bid Documents together with your written acceptance thereof shall constitute a binding contract between us.

12. I/We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This _______________day of ____________________, 2023

Signature of the Bidder______________________________________

Duly authorized to sign the Bid with official seal on behalf of:

____

Name of bidder in block letters

____

Designation of the Bidder

____

Address

In presence of:

____

Name of witness

____

Designation of the witness

____

____

Address

____

[Signature for and on behalf of Manufacturer with Official Seal]

ANNEXURE-J:

SCHEDULE OF REQUIREMENTS

{This SOR shall be on the Letter Head of the Bidder(s) /Firm(s) & shall be signed by a person competent. It shall be included by the Bidder in its Financial Bid(s)}

Description	Cost per unit	Contract Cost / Value for 03 (Three) Years
1. Production. Printing & Supply of SECURITY FEATURED MVR SMART CARDS as per specifications provided in the bid documents per unit at the designated stores prescribed by ET&NC Department.	Rs. ____________per unit	Rs. ___________

Grand Total in words in Pakistani Rupees *(Inclusive of All Taxes)*: ________________________________

____

1. Items should be quoted exactly according to the specification given.
2. In case of discrepancy between figure and words price, the words price shall be prevail/acceptable.
3. No kind of separate payment shall be made for the incidental services.
4. The rates quoted for the items mentioned above shall be valid till (90) Ninety Days from the date of opening of tender.
5. The Bidder(s) shall quote their Firm & Final rate(s) both in Figures & in words on free delivery basis at Excise, Taxation and Narcotics Control Department office as well as in the Directorates all over the Sindh
6. The payment shall be subject to deduction of Income/Sales Tax at source after submitting the original invoices which will be verified by the department on a quarterly basis.
7. Ten (10) samples of each category i.e Private, Commercial & Motor Cycle (Two-wheeler / Three-wheeler), should be provided by each bidder with the technical bid. The samples of the Security Featured MVR Smart Cards be provided by the contracting firm will be sent for Confirmatory Assessment / Testing Report to PSQCA being the National Standard body & Product confirmatory assessment organization of Pakistan / or any other firm recognized by an international accreditation body.
8. In case of discrepancy between Unit Price and Total Amount, the Total Amount shall prevail/acceptable.
9. The quantity of items specified above may increase or decrease as per need and availability of funds.
10. Approximate quantity of Security Featured MVR Smart cards 900,000 units per annum.
11. All the prescribed federal and provisional levies shall be borne by the bidder/supplier.
12. The Contract Agreement is valid for Three (03) years, and it is extendable for next (02) Two Years on mutual consent of the procuring agency and the Vendor.
13. At the end of the First Year of the contract and every year subsequently a committee will be constituted by ET&NC department to review overall project requirements, technical requirements, and price structure or any price variation (not more than 20% enhancement

of the previous year rate). However, Secretary E&T will have the final right to accept or reject the recommendations of the committee.

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

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

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

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

Authorized Signatures: **Stamp of the Firm:**

Date: ________________

ANNEXURE- K:

FORMAT FOR PERFORMANCE SECURITY FORM

(BANK GUARANTEE)

Guarantee No.____________________________

Executed on ______________________________

Expiry Date:______________________________

(Letter by the Guarantor to the Excise, Taxation and Narcotics Control Department, Government of Sindh)

Name of Guarantor (Scheduled Bank in Pakistan) with Address:____

Name of the Principal (Contractor) with Address:____

Penal Sum of Security (express in words and Figures)____

Letter of Acceptance No:____________________ Dated__________________________

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Standard Bidding Document and above said letter of acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above name, are held and firmly bound unto the Government of Sindh, Excise, Taxation and Narcotics Control Department, Sindh Secretariat, Karachi (hereinafter called the Procuring Agency)in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Government of Sindh Excise, Taxation and Narcotics Control Department's above said Letter of Acceptance for ___________________________________ ____(Name of Contract) for the __________________________________(Name of Project / Scheme).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by Excise, Taxation and Narcotics Control Department, Government of Sindh, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our Liability, if any, under this Guarantee.

We, **____**(the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Government of Sindh, Excise, Taxation and Narcotics Control Department will be the sole and Final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring the Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed, designated by its undersigned representative, pursuant to authority of its governing body.

____
Guarantor (Bank)

Witness:

1. __________________________

____
Corporate Secretary (Seal)

2. __________________________

____
(Name, Title & Address)

1. Signature_______________

2. Name __________________

3. Title ___________________

____
Corporate Guarantor (Seal)

ANNEXURE–L:

SCOPE OF WORK

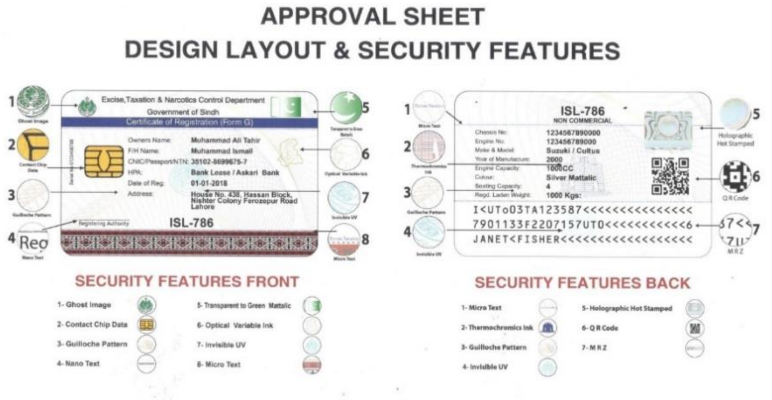
1. The Contract Agreement is valid for Three (03) years, and it is extendable for next (02) Two Years on mutual consent of the Procuring Agency and the Vendor. By the method prescribed in clause 22.3.
2. The contract agreement will be signed between ET&NC and successful bidder for the above-mentioned period on mutual consent of the department & the vendor has to supply Security Featured MVR Smartcards for all kinds of vehicles in Govt in Sindh, delivery center / Schedule / payment plan will be part of the contract.
3. The contractor will be responsible for establishing and making operational the facility for the Production, Printing and Supply of Security Featured MVR Smart Card at ET&NC Civic Center Karachi and start supply of Security Featured MVR Smart Card within 45 (Forty Five) days from the signing of the contract.
4. Random check of selected supplied Security Featured MVR Smart Cards will be done by ET&NC Dept. If any deviation from ISO Standard 7816 and specification is laid down in this BIDDING DOCUMENT, the proper proceedings as envisaged in the Contract Agreement shall be initiated.
5. The ET&NC Department will be responsible for the issuance of Security Featured MVR Smart Card using their existing offices and will provide secure premises, electricity, and other facilities to the bidder to store, work, data feeding and printing if required at E&T offices.
6. The ET&NC department will be responsible for the verification and provision of Data in soft form to the contractor, live integration with ET&NC existing IT system will be the responsibility of the bidder.
7. The Successful bidder will be responsible to deliver the Security Featured MVR Smart Card(s) at the offices as prescribed by ET&NC within 72 hours.
8. The ET&NC Department will be responsible for the payment of supplied stock of Security Featured Smart Cards as per actual by the contractor, issued on quarterly basis on submission of bills / invoices by the contractor.

Design & Technical specification of Security Featured MVR Smart Card

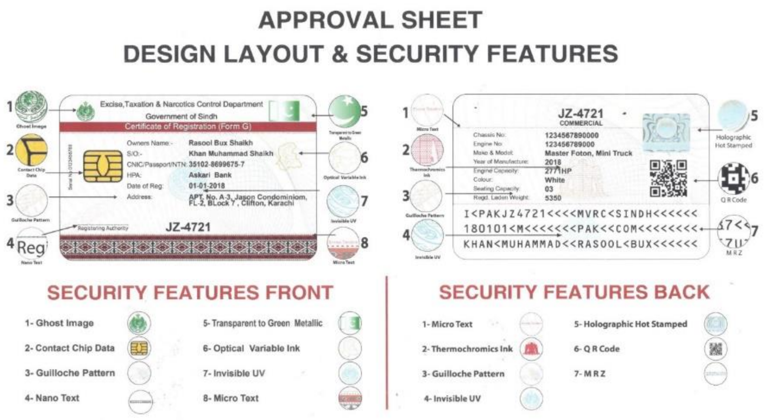
Design:

Design of the cards is already approved by the competent authority and prevailing design have to be adopted by the contractor. 10 Sample cards of each category must be submitted by the bidder at the time of submission.

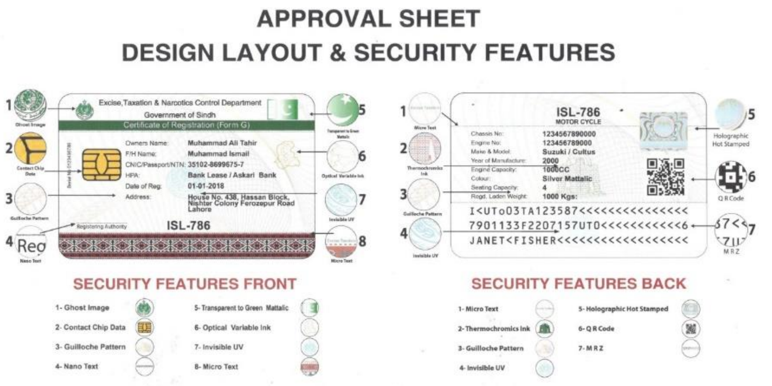
1. Non-Commercial



2. Commercial



3. Motor Cycle



Smart Card Specifications:

Material:

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

Printing:

- Pre-printed Cards with Security Features
- Card Life 5-7 Years
- The production systems supplied to print Cards must at least follow and support the below specifications.
- Design Both Sides Printing 6-8 Color Printing on Each side of the cards.
- Variable printing 3600 dpi or above

Security Features required:

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

Smart Card Contact Chip Specifications (Equivalent or Higher):

Chip Architecture:

- RISC based processing core.
- DES co-processing blocks.
- AES co-processing block complying to FIPS-197 supporting key lengths up to 192 bits
- Public key crypto co-processing block
- Common Criteria EAL 5+ certified for user data protection
- Low power RNG complaint to AIS-31 / FIPS 140-2
- Operating temperature of -25C to +85C
- Hardware UID for each chip

Security Protection:

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

Chip Interface:

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

Memory:

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

Operating System features:

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