



Government of Sindh



SINDH REVENUE BOARD

Shaheen Complex Building, 6th Floor, M.R Kayani Road, Karachi-Pakistan

www.srb.gos.pk

Bidding Document

For

**Supply of Online Fiscal
Point of Sale Integration
with Tax (OFPOSIT)
System and Allied
Services for
Sindh Revenue Board
Karachi, Pakistan**

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

1. The Sindh Revenue Board (SRB) invites sealed bids from reputed (national and/or international) firms/suppliers/contractors or consortiums for the procurement of **Online Fiscal Point of Sale Integration with Tax** (OFPOSIT) system and allied services.
2. A complete set of Bidding Documents may be purchased by interested bidders on submission of a written application to SRB at the address given below on payment of a non-refundable fee of PKR 1000 (*Pak Rupees one thousand only*). Bidding Documents can also be downloaded from the official websites of Sindh Public Procurement Regulatory Authority (SPPRA) and the SRB. The tender fee, in such cases should be paid before submission of the bids.
3. All bids must be accompanied by a Bid Security equal to 5% (five percent) of the bid price (*in the form of pay order / demand draft / bank guarantee*) and must be delivered to the SRB office by the bid submission deadline. Bids will be opened at 15:30 hours on the same day in the presence of bidders' representatives who choose to attend at the same address.
4. The bidders are requested to give their best and final prices as no negotiations are expected.

DEFINITIONS

TERM	MEANING
Bid(s)	Means any and all bids submitted by the Bidders in response to the Notice Inviting Tender (NIT) for this Project as prepared and submitted in accordance with this Bidding Documents and the terms and conditions specified therein.
Bid Data Sheet	Means the instructions to the bidder as contained in Part One Section 1 of this document.
Bid Deadline	Means the deadline for submission of Bidding Documents as stated in NIT and the subsequent corrigendum thereto.
Bidding Document	Means this entire document, including all volumes, appendices and addenda thereto and set out in ITB 5.1
Bid Validity Period	Means the period of one hundred and twenty (120) days starting from the Bid Submission Deadline.
Bidder	Means an enterprise or consortium that submits a Proposal in accordance with this Bidding Document and in accordance with the Sindh Public Procurement Rules 2010.
Certified True Copy	Means certified by a notary public in Pakistan or if outside Pakistan, then by a notary public and attested by the nearest Pakistani consulate.
Claims	Means claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Preconditions for System Acceptance	<p>The SRB shall provide the following items within thirty (30) days from date of delivery of the equipment:</p> <ul style="list-style-type: none"> • The full list of Clients for the installation of equipment at Clients' end; • Coordination as the regulator for technical support required for the installation and communication between the POS software and OFDC.

<p>Commissioning</p>	<p>Means that the following components or processes are completed and acceptance report issued by the SRB:</p> <ul style="list-style-type: none"> • Installation of TSS Server with a hot switchable backup server system; • Installation of TSS central IT System, connectivity services status, dashboard, database failover provisions, basic administration and monitoring functions; • Providing up to 10 basic MIS Reporting features including: <ul style="list-style-type: none"> ○ A detailed fiscal data report based on POS ○ A detailed fiscal data report based on OFDC ○ A detailed fiscal data report based on the tax payer ○ A fiscal data gaps report ○ A report for OFDC device misuse ○ A fiscal data report (summary and drill down detailed) based on the time period ○ A fiscal data report (summary and drill down detailed) based on the time period and selected sector ○ Trend reports based on time period/time period and sector (one or group)/time period and tax payer (one or group) ○ Comparable reports based on time period/time period and selected sector/time period and selected tax payer or group of tax payers • Installation of the disaster recovery / fail-over support; • Secure client-server connectivity mode, network, data communication security and protocols; • Installing client (business) side Point-of-Sale (POS) equipment, software application, OFDC interface and business friendly functionalities for thirty (30) OFDC with an ECR or a POS Printer; • Training for twenty (20) SRB employees and officers for the OFPOSIT solution, centralized software, Business Intelligence (BI) builder tools, application software and integrated features; and • Timelines for all remaining items and deliverables of the project.
<p>Trial Operation Period</p>	<p>Means the period of operation that will start immediately after the Commissioning and will last no longer than three (3) months.</p> <p>The Trial Operation Period shall include the testing of all the components of the System and the System shall be commissioned with full functionality provided that all the rights and obligations under the Contract are met.</p> <p>The Supplier shall eliminate all observed deficiencies in the System functioning until the end of the Trial Operation Period.</p>
<p>Contract</p>	<p>Means the General and Special Conditions of the Contract as well as the Contract form and the documents mentioned therein.</p>
<p>Contract Agreement</p>	<p>Means the Contract Agreement that will be entered into between the SRB and the Supplier that sets forth the detailed terms and conditions, the Technical Specifications, the scope of the work to be provided by the Supplier and its obligations, the end of term requirements and other commercial terms.</p>

Contract Period	Means the period commencing from the date of execution of the Contract Agreement and the earlier of: (i) Three (3) years and Eight (8) months following the Contract Agreement signing date; and (ii) Termination of the Contract Agreement.
IT Specialist / Experts	Means an Information Technology (IT) professional with internationally recognized qualifications such as, PMP, OCP, MCP, CCNA, CCIE, CIW, CIS, ITIL, Web-Master or any similar certificate and having 3 years or more professional experience in IT.
Consortium	Means a Bidder comprising of a group of two or more enterprises formed to submit a Bid and, if applicable, to carry out the Contract.
Consortium Power of Attorney	Means the power of attorney to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium. It will be in the form ANNEXURE-C as attached with this Bidding Document.
Competitive Selection Process	Means the process initiated through these Bidding Documents that is; consultation with Bidders, attendance at the Pre-Bid Conference, issuance of a draft or revised version(s) of the Contract Agreement, receipt and consideration of comments from Bidders and information provided in response to a request from the SRB, evaluation of the proposals submitted in response to this Bidding Document, selection of a Preferred Bidder, preparation, acceptance, or rejection of any bid, amendment, cancellation, interruption or termination of the Bidding Document, and execution of the Draft Contract Agreement.
Draft Contract Agreement	Means the contract form provided under Section VI of this document and includes the list of documents as provided in clause 2 of the Contract Form.
Government	Means the Government of Sindh.
Insurance(s)	Means those mentioned in the General Conditions of the Contract.
Integrity Pact	Means the instrument titled 'Integrity Pact' as attached with this Bidding Document and duly signed by the Bidder. The Integrity Pact shall be executed by the SRB upon execution of the Contract Agreement.
ITB	Means instructions to Bidders.
Joint Bidding Agreement	Means the agreement between the members of a Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture in terms of this Bidding Document.

Lead Member	Means any member of the Consortium that leads the Consortium for the Project as appointed pursuant to the Joint Bidding Agreement and Consortium Power of Attorney and that liaises between the SRB and the Consortium.
Notification of Award	Refers to the meaning ascribed to it in the Instructions to Bidders (ITB) 31.
Member	Means an enterprise that is member of a Joint Venture or Consortium in this bidding process.
NIT	Means the notice inviting tenders.
Nominated Inspection Agency	Means any one agency registered with the SRB that has international recognition such as (but not limited to): M/s Bureau Veritas, Control Union Pakistan Pvt Ltd, Asian Inspection Services Pvt Ltd, Inspectorate Pakistan Pvt Ltd, SGS/COTECNA.
O&M	Means the operation and maintenance of the OFPOSIT System.
Performance Security	Means the first demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating 'A' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the SRB. It must be in the form of either a demand guarantee or a standby letter of credit, guaranteeing payment to the SRB of an amount equal to five per cent (5%) of the Bid Price for the circumstances set out in the Draft Contract Agreement, in the form of the instrument attached to the Draft Contract Agreement.
POS Project Completed	Project was successfully delivered and commissioned as indicated in terms of valid documentary evidence such as Client Acceptance Report issued where the project was commissioned.
Pre-Bid Conference	Means the conferences convened before opening the bids in order to address the queries raised and clarifications sought by the prospective Bidders. The date and time for such meeting is set out in the Bid Data Sheet of this Bidding Document.
Successful Bidder	Means the Bidder selected pursuant to this Bidding Document.
Project	Means the project that is to be executed through this Bidding Document and in accordance with the Contract.

Security Deposit / Bid Security	Means the first demand irrevocable and unconditional guarantee issued by a scheduled bank in Pakistan (with a minimum credit rating 'A' as rated by JCR VIS or an equivalent rating by PACRA) that is acceptable to the Sindh Revenue Board. It must be in the form of either a demand guarantee or a standby letter of credit, guaranteeing the payment to the SRB of an amount equal to five per cent (5%) of the Bid Price for the circumstances set out in the Bidding Document. The format of the security is appended with this Bidding Document.
SPP Rules	Means the Sindh Public Procurement Rules 2010 (as amended from time to time).
SRB	Means the Sindh Revenue Board.
Supplier	Means the successful bidder as mentioned in the Notification of Award of the Contract.
Team Leader	Means the relevant appointed person in the company that secures the bid. For proof of experience, documentary evidences such as CV references, experience certificate, project clients letter (s) etc. would be regarded as sufficient evidence provided the SRB is satisfied in this regard.

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Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The SRB has applied for and received provincial government funds from the source(s) indicated in the bidding data to fund the Project . It is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the Contract.
 - 1.2 Payment from the allocated fund account will only be made at the request of the SRB upon approval by the Government of Sindh and in case of a project will be subject to the terms and conditions of the agreement.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in the Sindh Public Procurement Rules 2010 and its Bidding Documents except as provided hereinafter.
 - 2.2 Please see ITB 35 for the eligibility conditions for consortiums.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates that has been engaged by the SRB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government of Sindh.
 - 2.5 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by

any government organization in accordance with sub clause 34.1

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries defined in the SPP Rules 2010 and the Bidding Documents and all expenditures made under the contract will only be made for such goods and services.
- 3.2 For the purposes of this clause, “origin” means the place where the goods are mined, grown or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the SRB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Document

- 5. Content of Bidding Document**
- 5.1 The Bidding Document shall include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bidding documents or to submit a bid that does not respond to the bidding documents in every respect will be at the Bidder’s risk and may result in the

rejection of its bid.

- 6. Clarification of Bidding Documents**
- 6.1 Any interested Bidder requiring any clarification of the bidding documents may notify the SRB in writing. The SRB will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the SRB's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the SRB may for any reason whether at its own initiative or in response to a clarification requested by an interested Bidder modify or amend the Bidding Documents.
- 7.2 All interested bidders that have received the Bidding Documents will be notified of the amendment in writing and it will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the SRB, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder as well as all correspondence and documents relating to the bid exchanged by the Bidder and the SRB shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB

Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract Agreement if its bid is accepted;

- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the SRB and will not in any way limit the SRB's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents
Establishing
Bidder's**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish (to the SRB's satisfaction that the Bidder at the time of submission of its bid is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract Agreement if its bid is accepted shall establish to the SRB's satisfaction:
- (a) that, in the case a Bidder is offering to supply goods under the Contract Agreement which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent duly authorized by its Principal in Pakistan equipped and shall be able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity of all goods and services to the bidding documents which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the SRB; and
- (c) an item-by-item response on the SRB's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the response to be furnished pursuant to the ITB Clause 14.3(c) above, the Bidder shall note that the standards for workmanship, material and equipment as well as references to brand names or catalogue numbers designated by the SRB in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the SRB's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its financial bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security may be forfeited in accordance with ITB Clause 15.7.
- 15.3 The bid security shall be in Pak Rupees and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a scheduled bank located in the SRB's country in the form provided in the bidding documents valid for thirty (30) days beyond the validity of the bid; or
 - (b) an irrevocable encashable on-demand Bankers Cheque/ Demand Draft which shall remain valid for thirty (30) days beyond the validity of the bid.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the SRB as nonresponsive pursuant to ITB Clause 24.

15.5 An unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the SRB pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the preferred Bidder signing the Contract Agreement pursuant to ITB Clause 32 and furnishing the performance security pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract Agreement in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of the bid opening prescribed by the SRB, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the SRB as nonresponsive.

16.2 In exceptional circumstances, the SRB may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

**17. Format and
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing each page of the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the Technical and Financial Bids in separate sealed envelopes duly marking the envelopes as “Technical Proposal” & “Financial Proposal” respectively. One original and three copies of technical and financial proposal would be required. The envelopes shall then be sealed in an Outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the SRB at the address given in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the SRB will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the SRB at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The SRB may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the SRB and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the SRB after the deadline for submission of bids prescribed by the SRB pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification, including substitution or withdrawal of the bids is received by the SRB prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 with a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids**22. Opening of Bids by the SRB**

22.1 The SRB will open technical bids first in the presence of any bidders' representatives (who choose to attend) at the time, on the date and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite bid security and such other details as the SRB at its discretion may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The SRB will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the SRB may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The SRB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.2 The SRB may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.3 Prior to the detailed evaluation, pursuant to ITB Clause 25, the SRB will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The SRB's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.4 If a bid is not substantially responsive to the bid documents it will be rejected by the SRB and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The SRB will technically evaluate and compare the bids which have been determined to be substantially responsive pursuant to ITB Clause 24.

25.2 After technical evaluation, the financial bids of only those bidders whose bids are responsive and who are technically qualified shall be opened.

25.3 The SRB's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the Contract Agreement if provided in the bid.

25.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.5 The SRB's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2 one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.5:

- (a) incidental costs.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability SRB of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.6 For factors retained in the Bid Data Sheet pursuant to ITB 25.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by SRB to the delivered duty paid (DDP) price at final destination.

(b) *Delivery schedule.*

- (i) The SRB requires that the goods under the ITB shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet of the DDP price for each week of delay beyond the base and this will be added to the bid price for evaluation. No credit shall be given for early delivery.

or

- (ii) The goods covered under this ITB are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (iii) The goods covered under the ITB shall be required to be delivered in partial shipments as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The SRB may consider the alternative payment schedule offered by the selected Bidder.

or

- (ii) The SCC stipulates the payment schedule offered by

the SRB. If a bid deviates from the schedule and if such deviation is considered acceptable to the SRB, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in the Bid Data Sheet is annexed to the Technical Specifications. The total cost of these items at the unit prices quoted in each bid will be added to the bid price.

or

- (ii) The SRB will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The SRB will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet based on information furnished by each Bidder, as well as on past experience of the SRB or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in Pakistan.*

The cost to the SRB of establishing the minimum service facilities and part inventories as outlined in the Bid Data Sheet or elsewhere in the Bidding Documents if quoted separately shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of their life cycle cost, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

26. Contacting the SRB

26.1 Subject to ITB Clause 23, no Bidder shall contact the SRB on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the SRB it should do so in writing.

26.2 Any effort by a Bidder to influence the SRB in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post-qualification

- 27.1 In the absence of prequalification, the SRB will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to ITB Clause 13.3 as well as such other information as the SRB deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the SRB will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

- 28.1 Subject to ITB Clause 30, the SRB will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 29. SRB's Right to Vary Quantities at Time of Award** 29.1 The SRB reserves the right at the time of awarding the Contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements by the percentage indicated in the Bid Data Sheet without any change in unit price or other terms and conditions.
- 30. SRB's Right to Accept any Bid and to Reject any or All Bids** 30.1 The SRB reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the SRB's action.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the SRB will notify the successful Bidder in writing by registered letter that its bid has been accepted.
- 31.2 Upon the successful Bidder furnishing the performance security pursuant to ITB Clause 33, the SRB will promptly notify each unsuccessful Bidder and will discharge its bid security pursuant to ITB Clause 15.
- 32. Signing of Contract** 32.1 As the SRB notifies the successful Bidder that its bid has been accepted, the SRB will send the Bidder the Contract Form provided in the bidding documents incorporating all agreements between the parties.
- 32.2 Within twenty (20) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the SRB.
- 33 Performance Security** 33.1 Within twenty (20) days of the receipt of notification of the Contract Award, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract in the Performance Security Form provided in the bidding documents or in another form acceptable to the SRB.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security in which event the SRB may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Sindh requires that the SRB (including beneficiaries of donor agencies' loans) as well as Bidders/Suppliers/Contractors under Government-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act 2009 and Rules made thereunder will apply the following terms to these bid documents:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SRB and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the SRB of the benefits of free and open competition;
- (b) a proposal for award will be rejected if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) a firm will be declared ineligible either indefinitely or for a stated period of time to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

35. Consortium Agreement

35.1 In case of a Consortium of firms, the bids shall be accompanied by a certified true copy of the Consortium Agreement. The Consortium Agreement shall confirm and include the following:

- a. Date and place of signing;
- b. Purpose of Consortium;
- c. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
- d. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the purpose of providing the proposed services;
- e. An undertaking that, the members are jointly and severally liable to the SRB for the performance of the services and all statements and representations made in the;
- f. The authorized representative of the Consortium.

35.2 In case of a Consortium, it is expected that the lead partner will be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For the purposes of this bid, the financial strength of the consortium shall be evaluated on the basis of the financial strength of the member with highest annual turnover. The experience and other criteria shall be evaluated on the basis of joint or collective credentials of the members including their references.

35.3 Any alternative Bid, such as one by a member in its sole capacity and another in a Consortium with another member or as a part of 2 or more consortiums for the assignment will be summarily rejected. In such an event, all the Bid submitted by such firm and its Consortium or associate shall be rejected.

35.4 The Bid of a firm is liable to be rejected if the firm makes any false or misleading statement in its Bid without prejudice to the rights of the SRB to initiate further proceedings against the said firm(s).

35.5 Notwithstanding anything to the contrary contained in these Bid Documents, the detailed terms specified in the draft Contract agreement shall have overriding effect provided, however, any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as follows:

- (a) “The Contract” means the agreement entered into between the SRB and the Supplier as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” mean all of the equipment, machinery, and/or other materials which the Supplier is required to provide to the SRB under the Contract and includes the software which is required to run and operate the equipment, machinery and other materials being supplied.
- (d) “The Services” mean those services that accompany the supply of the Goods such as transportation and insurance, and any other services such as installation, commissioning, provision of technical assistance and training, that are essential for the functioning and operation of the Goods and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The SRB” means the Sindh Revenue Board that is organization purchasing the Goods and Services as named in the SCC.
- (h) “The SRB’s country” is Pakistan and is this is the country named in SCC.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable means the place or places named in SCC.
- (k) “Day” means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the Sindh Public Procurement Rules 2010. This is further elaborated in the SCC.
- 3.2 For the purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Technical Specification** 4.1 The Goods and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, they shall conform to the authoritative standards appropriate to their country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government** 5.1 The Supplier shall not, without the SRB’s prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the SRB in connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the SRB’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the SRB and shall be returned (all copies) to the SRB on completion of the Supplier’s performance under the Contract if so required by the SRB.

5.4 The Supplier shall permit the SRB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the SRB, if so required.

The Supplier shall permit the SRB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the SRB, if so required.

6. Patent/ IP Rights

- 6.1 The Supplier confirms that it has the right to deal with and use, distribute and supply any patent, trademark, copyright or industrial design rights involved in the performance of this Contract, including rights for the supply of Goods and provision of Services hereunder. The Supplier is also required to present patents and rights for the sale and provision of service to SRB for the performance of this contract.
- 6.2 The Supplier shall indemnify the SRB against all third-party claims of infringement of patent, trademark, copyright or industrial design rights arising from use of the Goods or Services.
- 6.3 The Supplier confirms that the supply of the Goods includes the software (and any updates to it) required to use and operate the Goods. The Supplier confirms that it has the authority, power and right to grant a perpetual and irrevocable license to this software and that on delivery of the Goods shall be deemed to have granted a perpetual and irrevocable license to the SRB to use the software installed or to be installed on the Goods in order to use and operate the Goods.
- 6.4 The SRB shall retain complete intellectual property rights over any information or data that is collected during the performance of this Contract including any information or data relating to taxpayers collected using the Goods and Services and during the installation and commissioning of the Goods. The Supplier confirms that it shall have no right to use, transfer, distribute or otherwise take any action in relation to this information or data.

7. Performance Security

- 7.1 Within twenty (20) days of the receipt of Notification of Contract Award, the successful Bidder shall furnish the performance security to the SRB in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the SRB as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the SRB and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the SRB's country in the form provided in the bidding documents or another form acceptable to the SRB
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the SRB and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract including any warranty obligations unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The SRB or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the SRB. The SCC and the Technical Specifications shall specify what inspections and tests the SRB requires and where they are to be conducted. The SRB shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s) at point of delivery and/or at

the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the SRB.

- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the SRB may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet the specification requirements without any cost to the SRB. The SRB's right to inspect shall in no way be limited or waived by reason of the Goods arriving in the SRB's country, having previously been inspected, tested and passed by the SRB or its representative prior to the Goods' shipment from the country of origin.
- 8.4 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract including additional requirements if any specified in SCC and in any subsequent instructions ordered by the SRB.

10. Delivery and Performance

- 10.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier for the delivery of Goods are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in the SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is the Supplier's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the SRB's country and is to provide insurance and storage as shall be specified in the Contract. All related costs shall be included in the Contract Price.

13. Services

-

13.1 The Supplier shall be required to provide all of the following services as well as any additional services specified in the SCC:

- (a) installation and commissioning of the Goods and implementation of the software required to operate the Goods;
- (b) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (c) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (d) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (e) performance or supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (f) complete training of the SRB's personnel at the Supplier's plant (if required) on-site, in assembly, start-up, operations, maintenance and/or repair of the supplied Goods.

13.2 All Services shall be provided in accordance with the Schedule of Requirements.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the SRB may elect to purchase from the Supplier provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the SRB of the pending termination, in sufficient time to permit the SRB to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the SRB, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the SRB's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The Supplier further warrants to provide the SRB any training and support as listed under Clause 13 above that may be required for the proper operation and maintenance of the Goods.

15.2 This warranty shall remain valid for thirty six (36) months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise in the SCC.

15.3 The SRB shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the SRB.

15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in the SCC, within a reasonable period, the SRB may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the SRB may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the SRB in writing accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and by documents submitted pursuant to GCC Clause 10 and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the SRB, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the SRB's request for bid validity extension as the case may be.

18. Change Orders

18.1 The SRB may at any time, by a written order given to the Supplier pursuant to GCC Clause 31 make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the SRB;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the SRB's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with prior written consent from the SRB.

21. Subcontracts

21.1 The Supplier shall notify the SRB in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule prescribed by the SRB in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) shall encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the SRB in writing of the fact of the delay, its likely duration and its cause(s). As soon as is practicable after receipt of the Supplier's notice, the SRB shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

all of the Goods or to perform the Services within the period(s) specified in the Contract, the SRB shall, without prejudice to its other remedies under the Contract deduct from the Contract Price as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the SRB may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination
for Default**

24.1 The SRB, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods or perform any of the Services within the period(s) specified in the Contract or within any extension thereof granted by the SRB pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the SRB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event that the SRB terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the SRB may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the supplier

shall be liable to the SRB for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the SRB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

26. Termination for Insolvency 26.1 The SRB may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SRB.

27. Termination for Convenience 27.1 The SRB may terminate the Contract, in whole or in part at any time for its convenience, by sending written notice to the Supplier. The notice of termination shall specify that termination is for the SRB’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment and the Services that may have been provided for a period of thirty (30) days after the Supplier’s receipt of notice of termination, shall be accepted by the SRB at the Contract terms and prices. For the remaining Goods and Services, the SRB may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The SRB and the Supplier shall make every effort to resolve disagreement or dispute arising under or in connection with the Contract amicably through informal negotiations .

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the SRB and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms include, but are not restricted to conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Pakistan unless otherwise specified in the SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC.

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

32. Taxes and Duties

32.1 The Supplier shall be entirely responsible for all local, provincial and federal taxes, duties, levies, license fees, etc, incurred on the contracted Goods until their delivery to the SRB and for the performance of the Services.

33. Foreign Origin Goods / Import Admissibility

33.1 The Supply of foreign origin goods shall be subject to the Import and Export Control Act 1950, provisions of the trade policy in force and to any rules made thereunder and to the Sindh Public Procurement Rules 2010.

34. Term of the Contract.

34.1 The contract is initially made for three years and eight months and is extendable in case of satisfactory performance of the supplier and mutual agreement of both parties.

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

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Section II. Bid Data Sheet

Bid Data Sheet

Introduction	
Name of the Procuring Agency (ITB 1.1)	Sindh Revenue Board
Name of the Object of the Procurement (ITB 1.1)	Supply of Online Fiscal Point of Sale Integration with Tax (OFPOSIT) System with Allied Services
Name of the Contact Person and Address of SRB (ITB 6.1)	Naveed Shoukat Rajput, Procurement Specialist, 6 th Floor Shaheen Complex, M.R.Kayani Road, Karachi-74200- Pakistan, 0092-21-99217800, Fax 0092-21-99217823 Email: naveed.rajput@srb.gos.pk
Language of the Bid (ITB 8.1)	English
Pre-Bid Conference	25 th April 2018 at 1500 hours (PST) at 3 rd Floor Shaheen Complex, M.R.Kayani Road, Karachi

Bid Price and Currency	
Price Schedule (ITB 11.2)	The price quoted shall be Delivered Duty Paid Price (inclusive of all the taxes and incidental services).
Fix Price (ITB 11.5)	The price shall be fixed.
Bid Currency (ITB: 12.1)	Pak Rupees.

Preparation and Submission of Bids	
Qualification Requirement ITB 13.3 (d)	<ul style="list-style-type: none"> • Valid registration with the Chamber of Commerce/Board of Investment in Pakistan and with other taxation authorities such as FBR SRB etc. (In case of a Consortium, every consortium member should register with the relevant authorities). • These requirements have to be completed for any successful international bidder within 14 days from the date of letter of acceptance and prior to signing of the contract. • Any successful international bidder will also have to incorporate a local company/ set up a branch office in order to receive payments in rupees. • Average Annual turnover should be PKR 700 Million or above for the last three financial years (in case of consortium bid, one of its members must cross this threshold). • Proof of completed national/ international projects of similar nature (minimum 1 project). • ISO 9001 and 27001 certificates and CE certificate or similar
Spare Parts Required (ITB 14.3 (b))	Warranty Period should be for up to 36 months.
Amount of Bid Security (ITB 15.1)	5 per cent of the Bid Price.
Bid Validity Period (ITB 16.1)	120 days.
Number of Copies (ITB 17.1)	Three (3).
Address for Bid submission ITB 18.2 (a)	6 th Floor, Shaheen Complex, M.R.Kayani Road, Karachi – Pakistan.
Deadline for Bid submission (ITB 19.1)	10 th May 2018 up to 1500 hours (PST).
Time, Date and Place for Bid opening (ITB 22.1)	10 th May 2018 at 1530 hours (PST). 6 th Floor, Shaheen Complex, M.R.Kayani Road, Karachi - Pakistan

Bid Evaluation	
Criteria for Bid Evaluation (ITB 25.1)	Single Stage - Two Envelope Procedure as described in Sindh Public Procurement Rules 2010 shall be followed. (See the Detailed Evaluation Criteria at Annex A)
Contract Award	
SRB's Right to Vary Quantities at Time of Award (ITB 29.1)	Percentage for quantity increase or decrease. <i>[Should not exceed fifteen (15) percent.]</i>

Section III. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, these provisions shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is the SRB

GCC 1.1 (h)—The SRB's country is Pakistan

GCC 1.1 (i)—The Supplier is the firm/consortium supplying the Goods and Services under this Contract

GCC 1.1 (j)—The Project Site is initially at Karachi, Sindh, Pakistan.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement."

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *Five (5) per cent of the Contract Price*

GCC 7.4—One year after the delivery and Final Acceptance of the OFPOSIT solution, the performance security shall be reduced to three (3) per cent of the Contract Price to cover the Supplier's warranty obligations till the completion of the contract period in accordance with Clause GCC 15.2. The Bidder shall be responsible for extension of his performance guarantee till the completion of the contract period and shall accordingly bear all expenses ancillary thereto in line with the clause GCC 7.4.

4. Inspections and Tests (GCC Clause 8)

Inspection and tests prior to the shipment of Goods and at the final acceptance shall be conducted as per GCC clause 8.

5. Packing (GCC Clause 9)

Packing of Goods shall be as per GCC Clause 9.2:

6. Delivery and Documents (GCC Clause 10)

GCC 10.3—Upon shipment, the Supplier shall notify the SRB of the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the SRB:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) and insurance coverage of these goods is Supplier's responsibility who shall arrange appropriate coverage.

8. Services (GCC Clause 13)

GCC 13.1—The Services shall be provided as per the details provided at GCC Clause 13.1

9. Spare Parts (GCC Clause 14)

GCC 14.1—Any additional spare parts requirements are as per the details provided at GCC clause 14.1

GCC 14.1—The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the Warranty Period shall be thirty six (36) months from date of acceptance of the Goods and provision of Services. The Supplier shall in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4

or

- (b) pay liquidated damages to the SRB with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be given at clause 13 of special conditions of the contract.

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is seven (7) days.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods and Services supplied:

(a) Payment shall be made in Pak Rupees in the following manner:

- **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the SRB.
- **On Shipment:** Twenty five (25) percent of the Contract Price shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier upon submission of documents specified in GCC Clause 10. However, in case of delivery of a local delivery of Goods, this component of payment shall apply upon delivery of such Goods.
- **After Commissioning:** Thirty Five (35) per cent of the Contract Price shall be paid after the installation and Commissioning of the Goods;
- **On Final Acceptance:** Twenty (20) per cent of the Contract Price shall be paid on the Final Acceptance of the Goods and Services by the SRB but not later than six (6) months after the Commissioning of the Goods.
- **2nd Year of Warranty Period:** Five (05) per cent of the Contract Price shall be paid on the end of second year of Warranty Period.
- **End of Warranty Period:** Five (05) per cent of the Goods and Services by the end of the Warranty Period.

The above Payments shall be made in Pak Rupees within Sixty (60) days of presentation of claim, subject to the conditions specific to each.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

*[To be inserted **only** if price is subject to adjustment.]*

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In case of a dispute between the SRB and the Supplier, the dispute shall be referred to arbitration in Karachi in accordance with the laws of Pakistan under the Arbitration Act 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract, including the arbitration agreement, shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. Notices (GCC Clause 31)

GCC 31.1—The SRB's address for purpose of serving any notice is 6th Floor Shaheen Complex, M.R.Kayani Road, Karachi-74200, 0092-21-99217800, Fax 0092-21-99217823.

Section IV. Schedule of Requirements

Schedule of Requirements

Bidders are required to provide complete solution including installation and commissioning of the Online Fiscal Point of Sale Integrated with Tax (OFPOSIT) system as per the Scope of Work specified/detailed at Annex B, within Eight (8) months of signing the Contract Agreement with SRB.

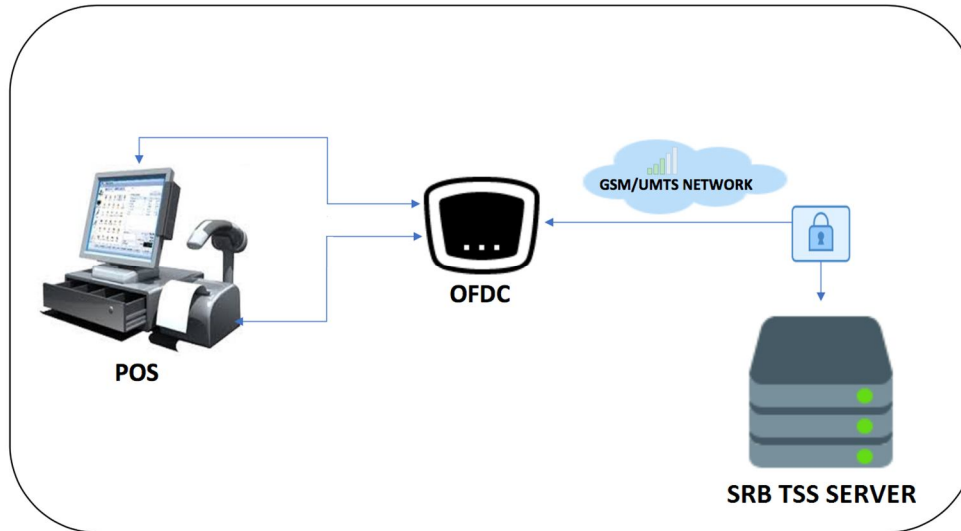
Section V. Technical Specifications

TECHNICAL SPECIFICATIONS

DEFINITIONS:

<p>OFDC (Online Fiscal Data Controller) is a secure certified fiscal device used to communicate with CIS and Tax System Server (TSS), signing of Sales Invoices, generating QR Code and sending Sales Receipt Data to Tax System Server. OFDC directly controls printing of receipt on POS printer.</p>
<p>POS (Point of Sale) System consists of computer, software and printer. It is used for issuing of Sales Invoice Receipts conforming to requirements of tax authority. It can be equipped with full featured retail point of sales functionalities: business support features, barcode scanner, card reader and cash drawer.</p>
<p>ECR (Electronic Cash Register) is embedded electronic device used for issuing of Sales Invoice Receipts conforming to requirements of tax authority. It can be equipped with full featured retail functionalities: barcode scanner, card reader and cash drawer.</p>
<p>CIS (Certified Invoicing System) is common name for POS or ECR.</p>
<p>TSS (Tax System Server) means the server centrally installed in SRB Datacenter facility that will host connectivity services for CIS clients.</p>
<p>OFPOS (Online Fiscal Point of Sale) comprises CIS, OFDC operating as an integrated system.</p>
<p>OFPOSIT (Online Fiscal Point of Sale Integrated with Tax) comprises CIS, OFDC and TSS operating as an integrated system.</p>
<p>Fiscal Receipt is digitally signed acknowledgment that a specified payment has been received.</p>
<p>RD (Receipt Data) means Sales Receipt Data consisting of textual and numeric data of sales receipt and digital signature generated by OFDC with associated metadata</p>
<p>SAM (Secure Access Module) means the internal component of OFDC device which is used to digitally sign receipts, to store relevant fiscal data (i.e. daily, monthly and yearly totals) and keeping private keys in secure manner. It also enables safe and easy way to distribute private keys to Tax Payers.</p>
<p>Verification URL (Universal Resource Location) means the URL to be printed on each sale receipt encoded in QR and pointing to the TSS verification web page.</p>
<p>EJ (Electronic Journal) – is internal removable type of memory (micro SD card) used to keep exact copies of unsent RDs from OFDC secure memory. Once RDs are sent from OFDC secure memory, at the same time they have to be erased from EJ.</p>
<p>OTA (Over the Air) refers to various methods of remote distribution of new software or configuration settings for OFDC devices without physical connection.</p>
<p>UID (Unique Identifier) means the number or set of characters used to identify any piece of OFPOS hardware.</p>
<p>MRC (Machine Registration Code) mans the unique serial number issued by manufacturer.</p>

Introduction to OFPOSIT Solution



Electronic capturing and recording of Sales Invoices issued by Taxpayers and its online real-time reporting to Tax Authority is now becoming international tax practice. Necessary supporting devices, connectivity and technology are now widely available for this Sales Invoice regulation and system implementation. Sindh Revenue Board (SRB) has planned to implement this Online Fiscal Point of Sales Integrated Tax system (OFPOSIT) for improving its sales tax revenue collections.

In OFPOSIT systems ECR/POS equipment will be connected with Online Fiscal Data Controller (OFDC) devices via Ethernet, USB or Serial connection. OFDC devices will have built-in electronic signatures functionality and generate signature for each new Sales Invoice receipt data, before its printing and issuance by business. The OFDC device will be required to function in Online and Offline modes, and will transmit all sales invoice data automatically to Tax Authority system preferably in real-time.

In this implemented OFPOSIT system, OFDC controllers will have secure storage, Tax computation logic and data communication modules for connecting with tax server using available 2G/3G/4G network. OFDC will also be responsible to sign sales invoices, generate QR Code, and transmit this signed Sales Receipt data in automatic mode to Tax Authority central server in online mode.

Annexure-I**1) OFDC SPECIFICATION AND REQUIREMENTS:**

In this section, basic requirements and specification of OFDC device are described.

1.1. OFDC General Requirements

- OFDC Device will have built-in 3G/4G module used for communication with TSS Server.
- OFDC device intended for use as single point of access with single/multiple CIS equipment of any business
- OFDC Device shall have capability to link, capture, synchronize and store sales receipt data from existing installed POS client systems using Ethernet, USB or RS232 connectivity. OFDC producer/supplier has to provide SDK or .dll which will be used to enable existing POS applications to communicate with OFDC using defined CIS to OFDC protocol. POS owners and POS software providers have to make necessary changes to POS application in order to comply this request.
- OFDC signature key will be used to print QR Code on Sales Receipt that will be stored with RD.
- OFDC will use SAM to generate OFDC signature. OFDC signature has to be printed on CIS as a part of fiscal receipt,
- OFDC should generate QR code printed by CIS as a part of fiscal receipt,
- OFDC should generate RDs and send them to TSS by means of communication,
- OFDC should receive digital signature from TSS and pass it to CIS to be printed as part of fiscal receipt,
- OFDC should store all unsent RDs in secure memory and keep a copy of it in EJ.
- OFDC shall have two modes of operation - online and offline. In the online mode OFDC will send RD to TSS and receives TSS signatures to be printed on receipt. In offline mode OFDC shall store RD in the secure memory while receipts would be printed only with OFDC signatures (without TSS signatures),
- OFDC should work in online mode whenever it is possible.
- Once OFDC gets back in online mode, all RDs from secure memory shall be immediately sent to TSS.
- OFDC should keep RDs in secure memory until it receives message of successful transmission from TSS.
- OFDC does not have to keep RDs that are submitted and successfully stored on the TSS.
- OFDC shall verify integrity of the receipt data received from CIS. In case such data does not correspond to specification or data is partly missing, OFDC shall send an error message to CIS and log the message accordingly.
- OFDC shall use the tax rate table provided by TSS and calculate applicable tax amount for each transaction by applying the same table to the sales receipt data of CIS.
- OFDC shall follow and execute (in consecutive order) the commands sent from TSS.

- TSS commands shall be part of TSS response for successful transmission of RD.
- OFDC should support several types of configuration methods, such as using local web interface or specialized application, or remote configuration from TSS predefined commands.

Main function requirements for OFDC:

Sno	Description	Built-In Features Yes/No	Need to be Customized Yes/No	New Development Required Yes/No
1	Generating electronic signature to be printed by CIS as a part of sales receipt,			
2	Generating QR code to be printed by CIS for printing on sales receipt			
3	Generating RD and sending those to TSS			
4	Receiving electronic signature of TSS, and passing it onto CIS for printing on sales receipt,			
5	Storing of all unsent RD in secure memory			

1.2. OFDC Hardware Specifications

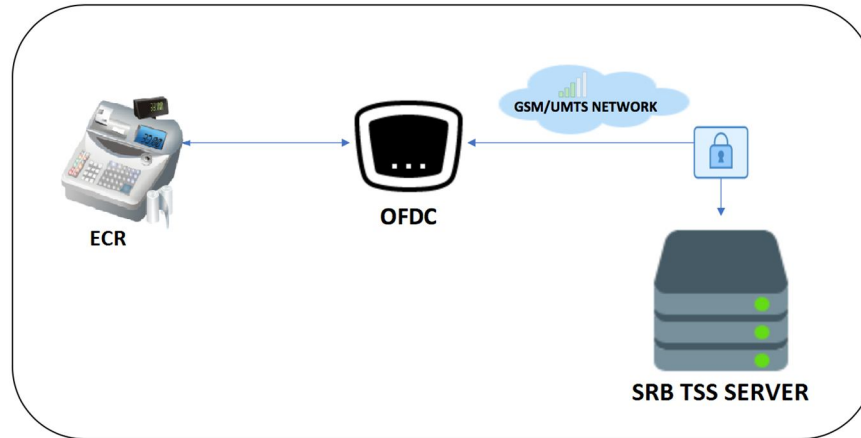
This chapter specifies preferable OFDC hardware features. Specification includes internal and external ports, necessary hardware modules and features for OFDC device.

Item Name	Description
External ports	1 x Ethernet Port 1 x USB device port 1 x RS232 port 1 x SIM card port 1 x SAM Card port (2FF size) 1 x SMA female 50Ω connector for GSM antenna (if GSM antenna is external)
Internal ports	Micro SD connector for EJ
GSM connection	3G module which supports 2G/3G connectivity or 4G module which supports 2G/3G/4G connectivity
Secure internal memory	For at least 30,000 Receipt Data
Real Time Clock As per Pakistan Standard Time (PST)	Battery powered RTC with at least 6 months of autonomy
Minimum set of OFDC Indicators	Power Status OFDC OK/NOK RD sent OK/ERR GSM Signal Status Server Connection Status
Internal backup battery	Standard 8 hour internal battery backup, allowing OFDC operation without mains. Charging time less than 4 hours
Power Supply	External Adapter 100-240 VAC, 50Hz
Certificates	CE or Equivalent Certificate preferably compliant with following standards: LVD & Safety: EN 60950-1:2006 + A11:2009 + A1:2010 + A12:2011 + A2:2013; EN 62311:2008 / 1999-519-EC EMC: EN 301 489-1 v1.9.2; EN 301 489-7 v1.3.1; EN 301 489-24 v1.5.1 RF Spectrum: EN 301 511 v9.0.2; EN 301 908-1 v6.2.1; EN 301 908-2 v6.2.1 R&TTE: R&TTE Directive 1999/5/EC, Article 10(5) and Annex IV

OFDC Connection to TSS System

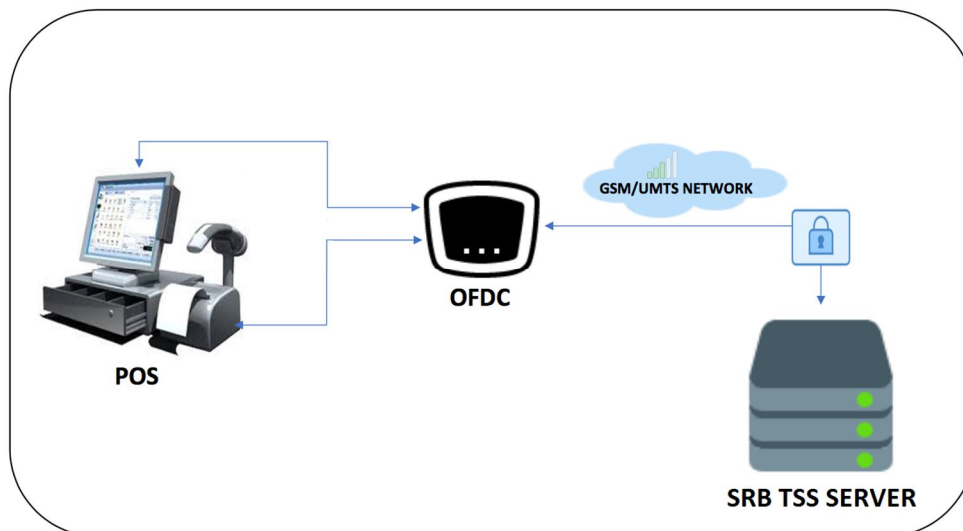
Following pictures shows most common OFPOS schemes and their connection to TSS.

Diagram 1.

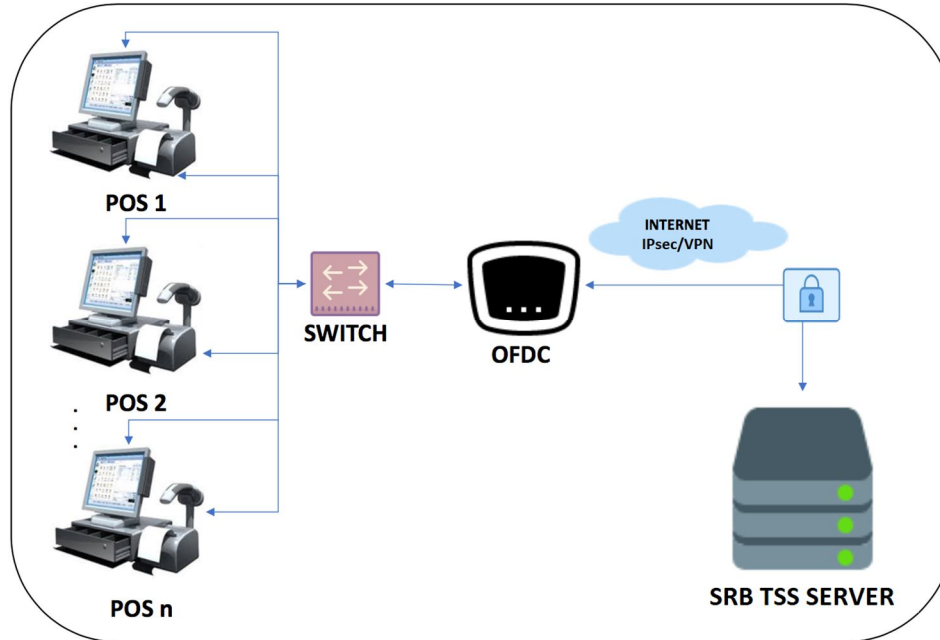


It can be seen in diagram 1 that point of sale is ECR equipment operating on CIS side. Communication between ECR equipment and OFDC is established through any suitable type of connection (i.e. RS232, USB or Ethernet). OFDC will connect to TSS by using available 2G/3G/4G network and secure Private APN which is only allowed channel for communication with TSS when ECR is used.

Diagram 2.



On Diagram 2, POS is used on CIS side. Communication between POS computer and OFDC is performed over one of types of connection (RS232, USB or Ethernet). POS printer is directly connected to and controlled by OFDC, over one of remaining types of connection (RS232, USB or Ethernet). Connection to TSS is made over 2G/3G/4G network and secure Private APN which is only allowed channel for communication with TSS when POS is used.

Diagram 3.

On Diagram 3, multiple POS are used on CIS side. Every POS computer, over switch or network router, has to be connected in same Ethernet network as OFDC. POS printers are also directly connected to same Ethernet network as OFDC. Connection to TSS is made over IPsec/VPN which is only allowed channel for communication with TSS when multiple POS is used.

OFDC Modes of Operation

OFDC should communicate in online mode as per normal operation whenever it is available. However, in order for OFDC to be robust and usable in all conditions, OFDC should have ability to manage bad network conditions or internet unavailability with alert messages to operator. In this way, offline mode of operation is allowed for the limited time period.

Online Mode

In online mode of operation, OFDC is connected by allowed means of communication to TSS. As soon CIS sends receipt data, OFDC should check data integrity, calculate tax amounts and using SAM Card, generate receipt signature. RD will be made from sales receipt raw data, tax amounts and receipt digital signature and sent to TSS. OFDC will expect response from TSS. If TSS response is “success”, TSS signature is transferred to OFDC in the same message. Afterwards, OFDC will create verification URL and corresponding QR code and sends tax amounts, OFDC signature, TSS signature and QR code for printing on CIS. If TSS response is error/wait message, corresponding to received error code, OFDC will take further actions. If there is no response from TSS server in predefined time period or it is not possible to establish connection to TSS, OFDC will switch to offline mode of operations and store RDs in EJ for such time.

Offline Mode

Offline mode of operation is used only if online mode is temporarily unavailable. In offline mode, same as in online, as soon CIS sends receipt data, OFDC should check its integrity, calculate tax amounts and using SAM Card generate OFDC signature, verification URL and corresponding QR code. RD is made from receipt raw data, tax amounts and OFDC digital signature and it is stored in OFDC internal secure memory. Encrypted copy of RD is kept on EJ. Once online mode of operation is available, all unsent RDs from OFDC internal secure memory will be sent in consecutive order to TSS and erased from OFDC internal secure memory and EJ.

Offline mode of operation is time limited to predefined and configurable period. After that period expires, CIS operation will be blocked and it will not be able to generate receipts until RD are fully transmitted to TSS and communication issues are resolved. Only way of doing this is by taking OFDC to place where connection to TSS server can be established. OFDC should automatically switch to online mode and sent all EJ data from its internal secure memory.

OFDC has to inform CIS operator, by message alert on CIS screen, once there is less than 48 Hours predefined time limit left for transmitting offline mode RDs. On less than 24 Hour OFDC should generate critical alert on CIS screen with message that only 24 Hours left and offline mode becomes unavailable if connectivity not restored.

SAM Cards

OFDC should have internal SAM card issued by Tax Authority. SAM contains application which is used to apply digital signature, maintain fiscal counters and stores most important fiscal data.

SAM is uniquely identified with UID - Unique Identifier. Each digital certificate issued for OFDCs should contain UID embedded in certificate's subject field. SAM will contain taxpayer's private key to be used for digital signing of sales receipt.

SAM will use receipt data from OFDC, perform signing and data processing and generate OFDC signature response which will be sent to OFDC for further transmission action to CIS and TSS. SAM signing will provide authenticity for sales receipt invoice issued by CIS.

Each taxpayer is uniquely identified using digital certificates based on Public Key Infrastructure (PKI).

SAM should transmit its stored fiscal data to TSS if OFDC receive "SAM read" command from TSS.

Date and Time

OFDC must have embedded RTC (Real Time Clock) module. RTC chip or similar component should be installed in order to maintain correct time while OFDC power is off. Minimum autonomy of RTC without main power supply is 6 months.

OFDC synchronizes time with NTP server. NTP server can be configured through OFDC configuration.

Sending Receipt Data to TSS

Receipt Data (RD) consists of receipt journal data (textual representation of sales receipt) and OFDC signature generated by SAM.

Each invoice has associated metadata - ordinal number. It is used to track order and make sure Receipt Data is submitted, preferably in consecutive order.

Once RD is generated, if connection to TSS is established, OFDC should immediately send RD to TSS. TSS will respond with success and TSS signature, or with error containing error code in case of failure.

Format of the Receipt Data

Receipt Data (RD) consists of receipt raw data, calculated tax amounts, date and time (from OFDC RTC), SAM card UID, Taxpayer SNTN and OFDC signature. In case of working in offline mode, RD should be saved in OFDC secure memory, and in OFDC EJ memory. RD saved on OFDC EJ should be previously encrypted.

Restoring Receipt Data When OFDC is Not Functional

If the OFDC is damaged in such a way that it cannot send RDs stored in its secured memory, unsent RDs can be read from EJ. This is the job of the service man that will open OFDC, and before repairing or disposing it, he should remove SD card and upload RDs from SD card to TSS using special software application that has to be provided by supplier/vendor for maintenance and support.

TSS Commands to OFDC

TSS commands are means of communication between the TSS server and OFDC. Commands are stacked in the queue list on the TSS for specific OFDC and submitted to the OFDC as part of the response once it reports to the TSS system for sending RD.

For example, following TSS commands features may be implemented for OFDC

1	Update verification URL,
2	Lock OFDC,
3	Unlock OFDC,
4	Setup maximum offline period,
5	Read SAM card fiscal data,
6	Update OFDC tax rates,
7	Remote firmware update command (OTA update)
8	TSS signature ON
9	TSS signature OFF
10	TSS Lucky draw Numbers

Once OFDC receives and successfully executes command from TSS, OFDC must notify TSS about command execution.

1.3. OFDC Operation Algorithms

This section describes operation performed by OFDC.

OFDC First Use

Before first usage OFDC has to be initialized. Initialization is process of sending OFDC and SAM information to TSS, and getting initial OFDC configuration parameters from TSS. Once SAM is connected to OFDC and OFDC is powered on, OFDC will start initialization process if it was not performed ever before. Initialization process is started by sending SAM UID, OFDC serial number, OFDC firmware version and Taxpayer SNTN to TSS. TSS will respond by sending initialization commands to OFDC.

OFDC initialization has to be performed on location where 2G/3G/4G connection to TSS can be established.

OFDC Normal Operation

Invoice Fiscalization

Invoice fiscalization is one of most important functions of OFDC. Following are the steps that OFDC should execute in consequent order after it receives receipt data from CIS:

Description
1) OFDC will receive CIS sales receipt data by using serial protocol (defined in one of following chapters of this document);
2) OFDC will check receipt data integrity and basic fields data interface requirements;
3) OFDC will calculates tax amounts based on the current tax rates;
4) OFDC sends required receipt data and current date and time to the SAM for fiscalization
5) SAM signs the receipt and returns signature data to the OFDC;
6) OFDC creates RD and sends it to TSS
7) TSS responds with success and TSS signature
8) OFDC generates verification URL
9) Using verification URL, OFDC generates QR Code;
10) OFDC sends tax amounts, OFDC signature, TSS signature (if online mode connected) and QR code to CIS (in case of POS, beside these elements, OFDC will send receipt data)
11) If in step 6 OFDC was not able to send RD to TSS or if in step 7 OFDC doesn't get TSS respond in predefined period, OFDC will switch to offline mode and will save RD in OFDC secure memory and in OFDC EJ in encrypted form. Steps 8, 9 and 10 will follow, but without sending TSS signature to CIS. OFDC will switch from offline to online mode of operation as soon as connection to TSS is established.

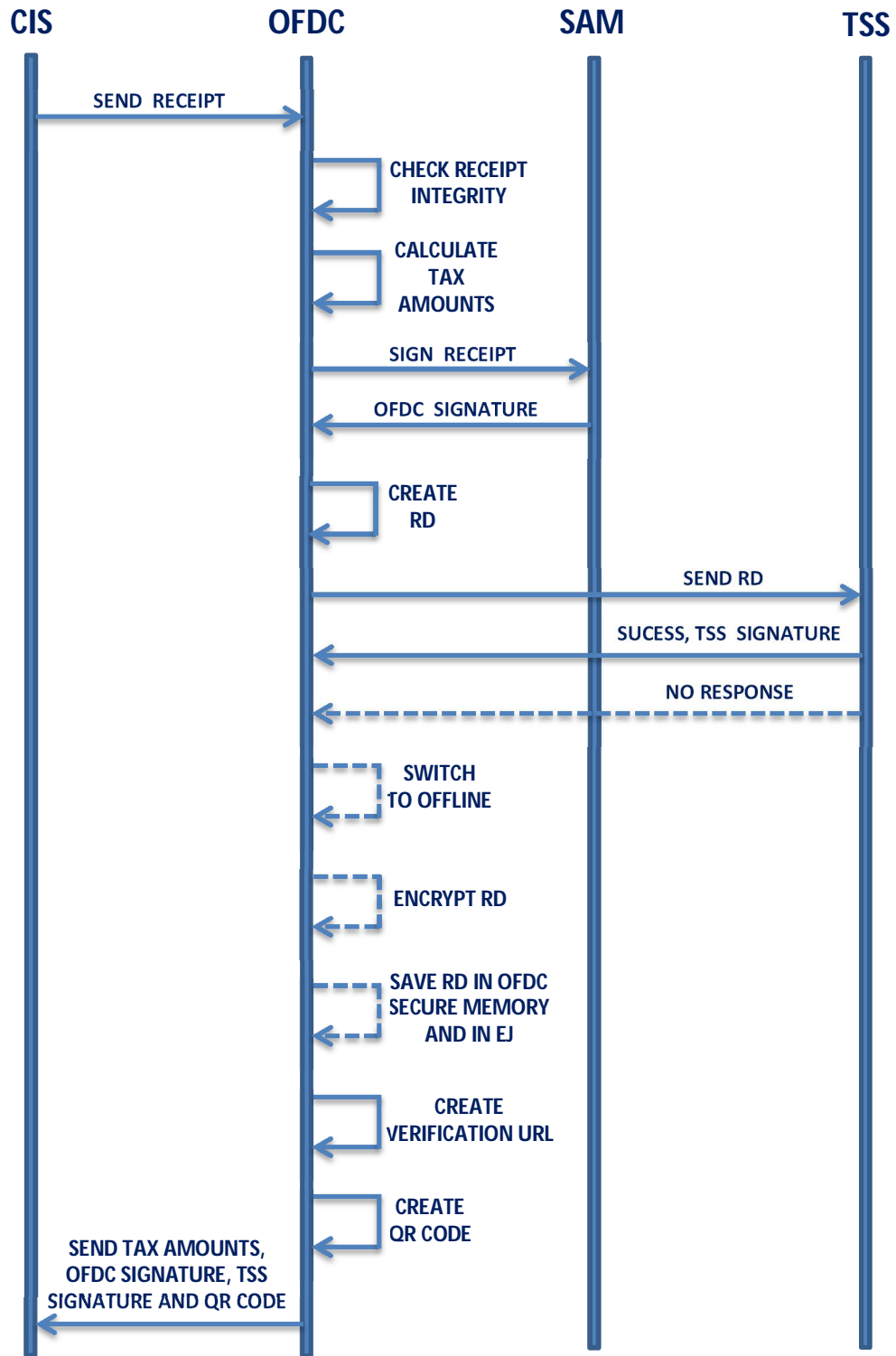
QR Code & Verification URL

Verification URL will be created by using following data and embedded in QR Code:

1. TSS server verification page
2. SAM UID number
3. Business SNTN
4. Date and Time obtained from OFDC RTC
5. Sales Receipt ID
6. OFDC signature
7. TSS signature

QR code is sent line by line, as byte array, where every bit describes one QR code field. ECC parameter for QR code generation is H

Illustration of OFDC Operation for Generating RD and Transmission to TSS



OFDC Status Notifications

OFDC should have LED indicators to show status of the device and information about processes that currently run on the OFDC. Following states are indicative for OFDC.

Indicator Type	LED INDICATION	STATUS
Power	Green	Normal Operation, Battery Full
	Orange	Normal Operation, Battery Charging
	Red	Normal Operation, No External Power Supply
OFDC OK / NOK	Green	OFDC is working properly
	Orange	OFDC warning error
	Red	OFDC critical error
RD Sent OK / ERR	Green	Last RD send attempt successful
	Red	Last RD send attempt unsuccessful
Signal	Green	Signal good for normal operation
	Red	Signal insufficient for normal operation
Server Connection	Green	OFDC connected to TSS server Successful
	Red	OFDC connection to TSS server not Successful

Annexure - II**2) CIS – Certified Invoicing System****2.1. CIS Specifications**

Certified Invoice System (CIS) is ECR or POS device used for issuing signed sales receipts from business taxpayers. ECR or POS equipment system should be connected with OFDC device. CIS cannot operate unless connected to a functional OFDC unit assigned for the same SNTN.

Electronic Cash Register (ECR) Specification:

Items	Description
At least one of following ports for OFDC connection	1 x Ethernet port
	1 x USB device port
	1 x RS232 port
Bar code scanner	1 x RS232 port or 1 x USB host port
Cash drawer	1 x Cash drawer port
Display screens	LCD display (at least 16x2 line for operator, 16x1 lines for customer display)
Printer	Thermal printer Paper width 2'' Printing speed min 60 mm/sec Support of graphic printing for logo, header/footer
Keyboard/pad	Alphanumeric Input
PC connection	Support programming and downloading items database
PLU / Stock control	10.000 programmable PLU or above, 100 departments or above
Receipt personalization	Support promotional message or graphic logo
Price format	9+2 (PKR, 999.999.999,99)
Methods of payment	Cash, Card, Check
Tax rates	Minimum 10 Sales Tax Rates, Sales Modifiers (Discounts And Surcharges)
Bar code format support	Standard i.e. EAN-13, EAN-8, UPC
RTC	Battery powered RTC with at least 6 months of autonomy
Built in battery	Minimum 8 hours of operation without mains
Power supply	External Adapter 100-240VAC, 50Hz

POS Printer Specifications:

Thermal paper	Paper width 3''
Format prices (numbers)	9+2 (PKR, 999.999.999,99)
Print speed	min 200 mm/sec
Electric power supply	External or enclosed adapter 100-240VAC, 50Hz
Interfaces: Connecting the	RS-232, USB, Ethernet

OFDC	
Printer reliability	≥ 50 km of paper
Autocutter	Full and partial cut, ≥ 500.000 cuts
Sensors	End paper sensor, paper cover open sensor
Additional features	Printer has to have ability to print only information received from OFDC device

2.2. Software Specifications

Certified Invoicing System (CIS) can be any electronic cash register (ECR) with embedded software or any computer using specialized invoicing software with printer (POS). CIS cannot operate unless connected to a functional OFDC unit assigned for the same SNTN.

Description	Built-In Features Yes/No	Need to customize Yes/No	New Development Yes/No
Full featured software (PC software or firmware), with all standard functionality and controls for Sales Invoice creation , that controls the functions			
1. Have reprogrammable SNTN under its service mode, for the purpose of ownership transfer, only if the change of SNTN is conditioned by the reset which deletes all information saved for previously programmed SNTN;			
2. Model name, manufacturing number with Machine Registration Code (MRC). MRC is a unique number by which both the CIS and the manufacturer can clearly be identified.			
3. A CIS shall generate Sales Invoice, bearing the following data fields from the Taxpayer/POS user end: <ol style="list-style-type: none"> 1. Taxpayer's Business Name/SNTN/Contact Number/ Business Outlet Address (<i>from where service is delivered</i>) 2. Sales Tax Invoice No. Time & Date. 3. Counter/POS Name & No. 4. Customer type (e.g. Walk-in / Take-away / Home Delivery) 5. Customer Contact No. (Optional field) 6. Order No. Time & Date 7. Order details: <ul style="list-style-type: none"> • Item/Service type description • Item-wise quantity/total quantity • Transaction Type (e.g. 			

<p>Regular/Deal/Discounted)</p> <ul style="list-style-type: none"> • Amount/Value of Services • Corrections/cancellations (if any) • Discount amount (if applicable) • Net Service value (after deducting discounts/corrections etc). • Rate of Sindh Sales Tax on Services (SSTS) applicable • SSTS charged (<i>to be calculated on the net service value less discounted amount, if any</i>) • Total payable amount (inclusive of SSTS charged). • Payment method (Cash/Debit-Credit Card) <p>8. QR Code containing verification URL</p> <p>9. Unique Reference Number (URN) for incentive prize scheme (to be generated by the system).</p> <p><i>(Customers who provide their contact details, as above, shall receive their URN via SMS, enabling them to participate in the incentive prize scheme)</i></p> <p>10. Sales Invoice Print date and time, with POS No.</p> <p><i>Note: Above-noted are the bare minimum requirements of the Contracting Agency. Further improvement expansion and incorporation of additional information therein, if any, shall be made as per future requirements and keeping in view the International Best Practice</i></p>			
<p>4. Each receipt issued by CIS is formed from a combination of receipt type and transaction type. Receipt types are:</p> <ul style="list-style-type: none"> • NORMAL; • COPY; • TRAINING; • PRO FROMA. <p>Each receipt type is attributed with one of the following transaction type:</p> <ul style="list-style-type: none"> • SALE; • REFUND. 			

5. CIS should assign unique receipt label to each combination of receipt type and transaction, so that the OFDC can interpret them unambiguously. The table below gives the combinations of receipt labels:

RECEIPT TYPE	TRANSA- CTION TYPE	RECEIPT LABEL
NORMAL	SALES	NS
NORMAL	REFUND	NR
COPY	SALES	CS
COPY	REFUND	CR
TRAINING	SALES	TS
TRAINING	REFUND	TR
PRO FORMA	SALES	PS

<p>6. The data flow between the CIS and the OFDC will be as follows for each receipt type. The CIS sends the following receipt data to the OFDC at the time when the receipt is being produced:</p> <p>The OFDC receives receipt data from CIS (as per Sr (3) described above).</p> <p>In case of POS, OFDC will additionally send all receipt data received from POS application to POS Printer.</p> <p>The OFDC generates the following response data and sends them back to the ECR/POS_Printer:</p> <ul style="list-style-type: none"> i. Total sales amount; ii. TAX rates; iii. Total amounts per TAX rates; iv. Total TAX amounts; v. Items number; vi. Date and time; vii. OFDC ID; viii. CIS MRC; ix. Receipt counter per receipt type; x. Receipt counter of all receipts; xi. OFDC (except for the receipt types TRAINING and PRO FORMA); xii. TSS Signature (except for the receipt types TRAINING and PRO FORMA); xiii. QR code containing verification URL; 			
<p>7. The CIS shall have display screen showing the inputs and outputs of the sale, capable of taking at least 11 digits inclusive of 2 decimal places;</p>			
<p>8. Be able to produce receipts and reports with a statement of the registrations during a day of sales and continuous use (Z daily report) and a statement of the registrations since the last Z daily report (the X daily report);</p>			
<p>9. Be issued with a version number which is a unique identifier of the software version and should be adapted for every change made to the software. CIS software version must be enabled for verification by Authority personnel;</p>			

10. Be able to issue receipts only if connected to OFDC unit which is functioning under normal circumstances;			
11. Be able to independently detect whether the OFDC is operational or not, and inform user of its status in case of error;			
12. Have inventory control, where user is able to input and/or remove goods from stock and produce independent report showing inventory status; Be able to register deposits and withdrawals			
13. Be able to register deposits and withdrawals;			
14. Be able to register payment with different kinds of means of payment;			
15. To be able to register amount of the transaction only with identifying the good and /or service;			
16. Not be able to correct or cancel transaction without clear evidence of the event printer on the receipt;			
17. Not exceed 1 (one) copy of the receipt type to print, and copy may be possible only immediately following the printing of the original receipt;			
18. Send receipt data to OFDC in prescribed format;			
19. Receive response data from OFDC and add this information to final receipt structure;			
20. Allow, as programming/servicing function, input of: i. SNTN; ii. MRC; iii. Registered company name and address; iv. Date and time.			
21. Enable to print in a uniform layout response data received from OFDC.			
22. Receipt type counter and total counter shall be presented in the following manner: A/B RT where: i. A = Counter per receipt type; ii. B = Total counter; iii. RT = receipt type label.			
23. Continue or re-print last line in the case of power failure or after missing paper recovery.			
24. Built-In support for peripherals devices			

25. Support Sales Receipt configuration features for Business Title, Logo, Owner IDs, Address, Registration ID, Contact Details, Location ID, etc.			
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CIS – Preferred Integration feature to Back-end Business Application:

Integration support, PC Connectivity, Reports downloading features for back-end business applications for ECR will be preferred features of device, listed below.

1	Products Inventory Management: Configurable Product Id, Image, Stock Quantity, Unit Price and Sales Tax rates
2	Deals, Promotion, Discounts Functionality
3	Customer Management
4	Orders Management: Support Tablet/Mobile based Order Entries using RDP protocol (Configurable connectivity for Remote Desktop Protocol (RDP) Client)
5	Cash Book and Card Payment Reconciliation features
6	Sales Invoice Generation and Printing feature: All Sales Invoices will include unique Invoice-ID, Location-ID, Station-ID, Date and Time of its generation
7	Reversal Entries and Book Adjustment feature
8	Business Management Reports, MIS, Search, Tracking Features Various report printout support, including daily summary (Z) report, periodical report etc., and capable of querying and printing of gross profit report for about 3 years.
9	Cash Desk Operations functionalities: Support end-to-end modern requirements of cash-desk operator for Product/Services listing, searching, inputs or selection, Deals/Discounts applicable, Bill hold/lock functions, customer detail, card-swap detail, Sales Invoices generation and printing etc.
10	Web Ordering Portal Integration Module: Built-In Services for Portal authentication, Respond to Product Enquiries, Receive Sales Order and Issuing Sales Invoices on request of Online e-Commerce Website etc.
11	Accounting Integration Services Features: Direct-Posting of Sales Invoice entries in Back-End Accounting System as per configured Database connection and login
12	Data Export Features: for Reports Data in Excel/CSV File
13	Full Database and Application System backup and Restoration Features: Support from offline media, SD Card etc.
14	Software Auto-Update Module: Support software auto-update function from vendor Internet Website and release of patches/fixes
15	Cash-Desk/Management functionalities: Configurable Menus, Action-Key Macros, Product Image touch-pad selection etc should be the built-in features of Application Software.

2.3. CIS Reports

CIS system should have standard facility to generate daily and periodic reports of sale for standard business requirements. Daily X reports produced by CIS represent a summary of all registrations since the end of the previous Z daily report and it shall at least contain information on:

- i. Business name and SNTN;
- ii. Report ate and time;
- iii. Information showing this is an X daily report;
- iv. CIS designation and MRC;
- v. Total sales amount for all sales receipts labeled as NS, including tax;

- vi. Total sales amount for all sales receipts labeled as NS, including tax, for the different main groups if main groups are used;
- vii. Number of sales receipts labeled as NS;
- viii. Total refund amount for all refund receipts labeled as NR, including tax;
- ix. Number of refund receipts labeled as NR;
- x. Taxable amounts per applicable tax rates divided between sales (NS) and refunds (NR);
- xi. Tax amounts per applicable tax rates divided between sales (NS) and refunds (NR);
- xii. Opening deposit;
- xiii. Number of items sold;
- xiv. Number of receipt copies labeled as CS or CR and amount with tax included;
- xv. Number of receipts in training mode labeled as TS or TR and amount with tax included;
- xvi. Number of advance receipts in proforma mode labeled as PS and amount with tax included;
- xvii. Sales total divided according to means of payment for sales (NS) and refund (NR) receipts;
- xviii. All discounts;
- xix. Other registrations that have reduced the day's sales and their amount;
- xx. Number of incomplete sales.

CIS shall have facility to generate detailed daily Z report at the end of each day during which financial transactions were conducted and certified receipts generated. This report will be regarded as a business and accounting record.

Daily Z report produced by CIS represent summary for account of a day's sale and shall at least contain information on:

- i. Business name and SNTN;
- ii. Date and time;
- iii. Information showing this is an Z daily report;
- iv. CIS designation and MRC;
- v. Total sales amount for all sales receipts labelled as NS, including tax;
- vi. Total sales amount for all sales receipts labelled as NS, including tax, for the different main groups if main groups are used;
- vii. Number of sales receipts labelled as NS;
- viii. Total refund amount for all refund receipts labelled as NR, including tax;
- ix. Number of refund receipts labelled as NR;
- x. Taxable amounts per applicable tax rates divided between sales (NS) and refunds (NR);
- xi. Tax amounts per applicable tax rates divided between sales (NS) and refunds (NR);
- xii. Opening deposit;
- xiii. Number of items sold;
- xiv. Number of receipt copies labelled as CS or CR and amount with tax included;
- xv. Number of receipts in training mode labelled as TS or TR and amount with tax included;
- xvi. Number of advance receipts in proforma mode labelled as PS and amount with tax included;
- xvii. Sales total divided according to means of payment for sales (NS) and refund (NR) receipts;
- xviii. All discounts;

- xix. Other registrations that have reduced the day's sales and their amount;
- xx. Number of incomplete sales.

When no report or only one of the above-mentioned reports has been generated, the next report shall contain all the data for the entire period (from the time of the previous Z daily report to the time of the new report).

Price Lookup (PLU) report contains full details of each item, the quantities sold and the amounts collected for each item and category since the previous PLU report was generated.

PLU report shall at least contain information on:

- i. Business name and SNTN;
- ii. date and time;
- iii. information showing this is an PLU report;
- iv. CIS designation;
- v. PLU number, item code, item name, unit price, tax rate, quantity on stock.

2.4. CIS Sales Receipt Specification

CIS will not issue receipt if it not receiving any valid signature response from the OFDC.

When CIS provide function for printing copies of the receipt, printing, training or pro forma tickets, these must be clearly distinguishable from the NORMAL receipt type. The designation COPY, TRAINING, PRO FORMA has to be placed on the invoice bellow receipt header and above item description section. Moreover, in such cases the following text bellow of amount totals of the ticket has to be printed: "THIS IS NOT AN OFFICIAL RECEIPT". It shall not be possible to alter the receipt identifying text, which shall be at least twice as big as the text that indicates the amount.

All corrections on the receipt of any type must clearly distinguishing negative amounts from positive amounts by using a minus sign.

Normal Sale, defined by receipt label as NS, refers to a receipt that shall be produced and offered to the client. It is understood to be any receipt produced while the Electronic Billing Machine is in its normal registration mode, used to register sales of goods and/or services, including corrections and discounts registered by means of the correction and discount functionalities.

Normal Refund, defined by receipt label as NR, refers to a receipt that shall be produced, while Electronic Billing Machine is in refund mode, for a client upon request with information indicating that a previously printed Normal Sale receipt contains incorrect information or information on a refund for returned or discounted goods or services. Such refund receipt contains **only negative**, refunded amounts. Each receipt of this type requires a statement by user inputted to a special refund log book containing receipt details and justification with description and the name of the refund recipient.

Copy, defined by receipt label as CS or CR, refers to a copy of only previously generated receipt of any NORMAL receipt type

Training, defined by receipt label as TS or TR refers to a printout purely for practice purposes on Electronic Billing Machine and shall be produced only when it is in its

training mode, with information similar to that, which is to be indicated on a NORMAL receipt type.

Pro forma or an ***advance receipt***, defined by receipt label only as PS refers to a printout from an Electronic Billing Machine while in pro forma mode, with information similar to that contained on a NORMAL receipt type.

2.5. Sales Receipt Example

In this chapter, only mandatory (fiscal) part of receipt is defined. Receipt can have other parts like commercial or promotional messages, etc., which can be in free style and format. Those parts should not contain any information printed on fiscal part of receipt and has to be separated from fiscal part of receipt by paper partial cut.

Following is field format of signed Sales Invoice to be printed from CIS.

```
Business Detail
Taxpayer Tax number (SNTN)
Taxpayer Name
Taxpayer Address

(Customer Detail)
Customer Tax number (optional if provided)
Customer Name/Mobile (optional if provided)

(Sale Product Detail)
Item description
Item unit price
Item quantity
Item total

(OFDC information)
Total Sales Amount
Total Tax Amount per tax rates
Total Tax Amount

Number of items sold
Payment Mode
Payment Amount

Date / Time originated by OFDC
OFDC ID Number
MRC of CIS
Receipt ID (as originated by OFDC)
OFDC signature
TSS signature (If available)

QR Code

Commercial message
(optional for e.g. 'Thank You, Come Again')
```

2.6. CIS to OFDC Communication Protocol

CIS Sales receipt data is registered, tax calculated and signed by OFDC. CIS just prepares receipt, send data to OFDC. In case of ECR, CIS receive results from OFDC and then print received data to complete and issue receipt. In case of POS, printer is directly connected to OFDC, and printing data is sent from OFDC to POS printer. OFDC is a multichannel device and is capable to communicate with multiple POS devices simultaneously.

CIS will be physically connected to OFDC using one of various types of connection interfaces supported by CIS and OFDC (Ethernet LAN, USB, Serial)

Type of protocol is Master (Host) / Slave. CIS is a master (host) while OFDC is a slave. OFDC receives command messages sent by the host and returns answer messages as a result. CIS must wait for reply before sending another message.

Beside protocol Command/Answer; OFDC will send two bytes independently of protocol, for example:

11 - data not acknowledge, signaling error in command format or checksum

21 - synchronization byte sent every 500 ms, when preparing answer for received command and require long execution time.

Messages have specific format which differs for ingoing and outgoing.

Command messages format from CIS to OFDC <01><LEN><SEQ><CMD><DATA><05><CRC><03>	
<01>	Preamble Length: 1 byte; value: 01
<LEN>	Number of bytes from <01> (excluded) to <05> (included) Length: 2 bytes in Lo to Hi order (little endian)
<SEQ>	Frame serial number (sequence number) Length: 1 byte; value: 00h - FFh The OFDC sends the same <SEQ> in the reply message. If the OFDC receives a message, including the same <SEQ>, as the last received one, it must do nothing but repeat the last sent reply message.
<CMD>	Command code Length: 1 byte; value: 00h - FFh The OFDC must send the same <CMD> in the reply message. In case of receiving a code of a non-existing command, the OFDC must send in reply a packed message with a zero length data field and set the corresponding status bytes.
<DATA>	Data Bytes value: 00h - FFh The data field format and length depend on the command. If a command includes no data the data field length is 0. If a syntax error is found in the data field, the corresponding status bytes must be set and a packed message with a zero data field must be send as a reply.
<05>	Post amble Length: 1 byte; value: 05h
<CRC>	Checksum Length: 2 bytes in Lo to Hi order (little endian) The check sum is formed by the bytes from <01> (excluded) to <05> (included), using CRC-16 CCITT (0x1021) algorithm.

<03>	Terminator Length: 1 byte; value: 03h
------	--

Answer messages from OFDC to CIS <01><LEN><SEQ><CMD><DATA><04><STATUS><05><CRC><03>	
<01>	Preamble Length: 1 byte; value: 01
<LEN>	Number of bytes from <01> (excluded) to <05> (included) Length: 2 bytes in Lo to Hi order (little endian)
<SEQ>	Frame serial number (sequence number) Length: 1 byte; value: 00h - FFh The OFDC sends the same <SEQ> in the reply message. If the OFDC receives a message, including the same <SEQ>, as the last received one, it must do nothing but repeat the last sent reply message.
<CMD>	Command code Length: 1 byte; value: 00h - FFh The OFDC must send the same <CMD> in the reply message. In case of receiving a code of a non-existing command, the OFDC must send in reply a packed message with a zero length data field and set the corresponding status bytes.
<DATA>	Data Bytes value: 00h - FFh The data field format and length depend on the command. If a command includes no data the data field length is 0. If a syntax error is found in the data field, the corresponding status bytes must be set and a packed message with a zero data field must be send as a reply.
<04>	Delimiter Length: 1 byte; value: 04h
<STATUS>	OFDC status bytes described below Length: 4 bytes
<05>	Post amble Length: 1 byte; value: 05h
<CRC>	Checksum Length: 2 bytes in Lo to Hi order (little endian) The check sum is formed by the bytes from <01> (excluded) to <05> (included), using CRC-16 CCITT (0x1021) algorithm.
<03>	Terminator Length: 1 byte; value: 03h;

OFDC status bytes:

<Byte 0>	<Byte 1>	<Byte 2>	<Byte 3>
Error code	Warning code	Receipt status	Printer status

Error codes (values in hex):

00 – no error

11 – internal memory full

12 – internal data corrupted

13 – internal memory error

- 16 – secure smart card error
- 30 – wrong command code
- 31 – wrong data format in the CIS request data
- 32 – wrong SNTN in the CIS request data
- 33 – wrong tax rate in the CIS request data
- 34 – invalid receipt number in the CIS request data
- 40 – OFDC not activated
- 41 – OFDC already activated
- 42 – OFDC blocked
- 61 – receipt is not opened
- 62 – receipt already opened
- 63 – receipt payment error
- 64 – receipt already paid
- 67 – receipt server signing error
- 68 – free text is opened

- 99 – hardware intervention is necessary

Warning codes (values in hex):

- 00 – no warning;
- 01 – OFDC internal memory is near to full (it is at more than 90% of capacity)
- 02 – OFDC internal memory is near to full (it is at more than 95% of capacity)

Receipt status:

- Bit 0 – receipt opened;
- Bit 1 – payment finished;
- Bit 2 – OFDC signature prepared;
- Bit 3 – TSS signature prepared;
- Bit 4 – QR code prepared;
- Bit 5 – 0;
- Bit 6 – 0;
- Bit 7 – 0;

Printer status:

- Bit 0 – General error;
- Bit 1 – No paper;
- Bit 2 – Paper near to end;
- Bit 3 – Printer lead is opened;
- Bit 4 – Automatic cutter disabled;
- Bit 5 – 0;
- Bit 6 – 0;
- Bit 7 – 0;

Protocol commands (Illustrations are given below):

NNNN (HHh) RECEIPT OPEN	
Description:	Open new receipt
Data field:	<MRC>,<SNTN>,<RNumber>,<RcptItems>,<RType>,<TType>,<CashierID>,<CashierName>
Response:	<TypeNumber>,<TotalNumber>
Parameters:	
MRC	CIS machine registration code

SNTN	Tax registration number of the taxpayer
RNumber	CIS receipt number
RcptItems	Total number of items on receipt
RType	Receipt type: N - normal; C - copy; T - training; P - proforma
TType	Transaction type: S – sale; R – refund
TypeNumber	Receipt number per receipt type
TotalNumber	Total receipt number
CashierID	ID number of cashier
CashierName (opt)	Optional name of cashier. Text is enclosed with "".

NNNN (HHh) CUSTOMER DATA	
Description:	Send customer data to OFDC. Used if it is required to print customer data on receipt
Data field:	<MRC>,<"Text">,<DataType>
Response:	<CharsNum>
Parameters:	
MRC	CIS machine registration code
Text	Text is enclosed with "". If Text contains " character, it is escaped with \ character.
DataType	Letter describing data: S - customer SNTN N - customer name M - customer mobile number B - customer business name A - customer address
CharsNum	Number of accepted characters.

NNNN (HHh) ITEM DATA	
Description:	Send data of one item in receipt. Command is sent for every item in receipt.
Data field:	<MRC>,<ItemNumber>,<ItemName>,<ItemPrice>,<ItemQuantity>,<ItemTaxRate>
Response:	<RcptItems>
Parameters:	
MRC	CIS machine registration code
ItemName	Full item description.
ItemPrice	Item price
ItemQuantity	Item quantity
ItemTaxRate	Item tax rate
RcptItems	Current number of items in receipt

NNNN (HHh) RECEIPT ADVERT MESSAGE	
Description:	Add optional advertisement messages to receipt
Data field:	<MRC>,<TopLine1>,<TopFormat1>,...,<TopLine5>,<TopFormat5>,<BotLine1>,<BotFormat1>,...,<BotLine5>,<BotFormat5>
Response:	<LinesNum>
Parameters:	
MRC	CIS machine registration code

<TopLine1>...<TopLine5>	Lines to be printed in top part of receipt. Text is enclosed with quotations ("""). If there is no text between quotations, it is empty line and it is not printed. If Text contain "" character, it is escaped with \ character.
<TopFormat1>...<TopFormat5>	Line format: alignment (L - left; C - center; R - right) and/or type(W - wide). E.g. LW - left wide.
<BotLine1>...<BotLine5>	Lines to be printed in bottom part of receipt. Format is same like in top lines.
<BotFormat1>...<BotFormat5>	Line format: alignment (L - left; C - center; R - right) and/or type(W - wide). E.g. LW - left wide.
<LinesNum>	Total number of lines in accepted advertisement lines without empty lines.

NNNN (HHh) RECEIPT CALC	
Description:	Calculate current subtotal of receipt.
Data field:	<MRC>
Response:	<SNumber>,<RcptItems>,<TaxRate1>...<TaxRateN>,<Tax1>...<TaxN>,<TaxAmount1>,...<TaxAmountN>,<TotalTax>,<TotalAmount >
Parameters:	
MRC	CIS machine registration code
SNumber	OFDC serial number as a string
RcptItems	Number of items in receipt
TaxRate1...N	Tax rates (%)
Tax1...N	Calculated taxes
TaxAmount1...N	Receipt amount corresponding to each tax
TotalTax	Total tax amount
TotalAmount	Total receipt amount

NNNN (HHh) RECEIPT PAYMENT	
Description:	Do receipt payment. This command finishes receipt, initiate calculating checksums.
Data field:	<MRC>,<CashAmount>,<CardAmount>,<CheckAmount>
Response:	<Change>,<Date>,<Time>
Parameters:	
MRC	CIS machine registration code
CashAmount	Payment amount by cash
CardAmount	Payment amount by card
CheckAmount	Payment amount by check
Change	Amount of change
Date	Date of accepting the receipt by the OFDC: DD/MM/YYYY
Time	Time of accepting the receipt by the OFDC: HH:MM:SS

NNNN (HHh) SIGNATURE REQUEST	
Description:	Read OFDC and TSS signatures made after RECEIPT PAYMENT and usually called 3 times after it to read signatures.
Data field:	<MRC>,<Type>
Response:	<Signature>

Parameters:	
MRC	CIS machine registration code
Type	I – OFDC Signature S – TSS Signature Q – QR code
Signature	OFDC signature, sent as a string for I and S types and for Q it is a QR code data (first byte is QR code size and following are QR code data; order of data is row by row and unused bits in last byte of every row is padded with zeroes; every bit in data is one QR code field; dark field is 1 and light is 0; data in byte filled from bit 7 to bit 0)

NNNN (HHh) RECEIPT CANCEL	
Description:	Cancel receipt. Works only before issuing RECEIPT PAYMENT command. All previously sent items are deleted and receipt is closed. Receipt counter is not incremented.
Data field:	<MRC>
Response:	< TotalNumber >
Parameters:	
MRC	CIS machine registration code
TotalNumber	Total receipt number

NNNN (HHh) RECEIPT STATUS	
Description:	Return OFDC status. Can be used to check current OFDC status and to read OFDC date and time for synchronization.
Data field:	<MRC>
Response:	<SNumber>,<TotalNumber>,<RcptItems>,<CashAmount>,<Card Amount>,<CheckAmount>,<Date>,<Time>,<OfflineExp>
Parameters:	
MRC	CIS machine registration code
SNumber	OFDC serial number as a string
TotalNumber	Total receipt number
RcptItems	Number of items in receipt
CashAmount	Paid amount by cash
CardAmount	Paid amount by card
CheckAmount	Paid amount by check
Date	Current OFDC Date: DD/MM/YYYY
Time	Current OFDC Time: HH:MM:SS
OfflineExp	Time to offline mode expiration in DD-HH:MM:SS

NNNN (HHh) RECEIPT CLOSE	
Description:	Close receipt.
Data field:	<MRC>
Response:	< TotalNumber >
Parameters:	
MRC	CIS machine registration code
TotalNumber	Total receipt number

NNNN (HHh) PRINT FREE TEXT	
Description:	Prints free text to printer connected to OFDC.
Data field:	<MRC>,< "FreeText">,< LastLine>
Response:	< CharsInLine>
Parameters:	
MRC	CIS machine registration code
FreeText	FreeText is enclosed with "". If FreeText contain " character, it is escaped with \ character.
LastLine	0 – any line except last line(add current line to buffer); 1 – last line (add line to buffer and initiate print)
CharsInLine	Number of accepted characters in line.

Annexure-III**TAX SYSTEM SERVERS (TSS) APPLICATION SYSTEM FOR TAX AUTHORITY****TSS Server - Specification Requirements**

Description of Server & Rack
64-Bit Server Machine, Rack Mounted
Xeon E7-8870 (2.40GHz/10c)/6.4GT/30ML3 x 8 or Higher
128 GB RAM or Higher
1066 MHz FSB or Higher
30 MB Cache Per Processor or Higher
8 x 600 GB 10K SAS HDD Hot Swappable/Pluggable or Above
1 GB RAID Controller with Level 10 Support
2 X Dual Port 4 GB/Sec FC Card
4 x Gigabit Ethernet Cards (should support teaming for failover and load-balancing)
DVD/CDRW (DVD RW+- Preferred),
Hot-Swap Redundant Power Supply
Standard Server Management Software
Required cables, connectors and accessories

Server Rack Size - 42U Size

Server n-Tier Deployment Configuration (Primary with Backup)

Role	Qty.
Communication Application Server Machine	2
Database Server Machine	2
Application Server for Tax Administration	1
System Development Server	1
System Testing/UAT Environment	1

TSS System Software Specifications

Tax System Servers will connect and collect Sales Invoice receipts data from Online Fiscal Point of Sales (OFPOS) business users, operating under secure SSL/TSL environment.

TSS Servers and System will be hosted in Tax Authority existing Datacenter facility. TSS Servers and System will use datacenter Storage and Power facilities as required.

For external Users connection to this TSS System, required connectivity equipment and internet connection shall be provided by bidder, along with TSS Servers and System Software.

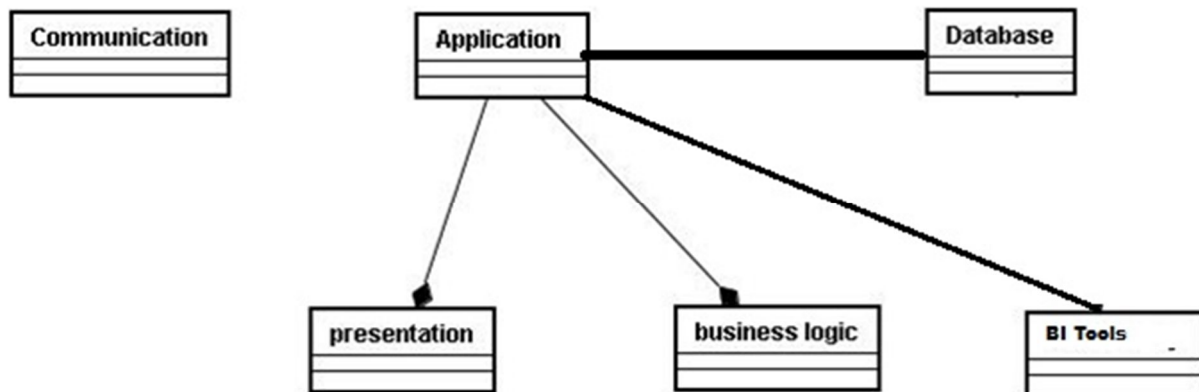
For Internal Users, Administrators and Tax Officers, the Tax Authority already have existing LAN and network which can be utilized for Internal Users connectivity.

TSS will collect fiscal data from OFPOS client devices and store it in central data repository in the TSS system database. TSS database will be used to obtain different MIS reports and Business Intelligent (BI) tools analytical reporting, to assist SRB tax authorities to finding tax evasion, gap analysis and increase the overall compliance and sales tax revenue by preventing tax evasion.

The required components and modules are outlined in TSS server system for Tax Authority along with real-time connectivity services for external users and components (like OFDC device) and internal tax users, to fulfill all the functional requirements of Tax authority from TSS system in SRB.

2.7. TSS System Architecture

Picture 1 – Layer View



TSS system shall be designed to operate in web based environment with components, modules and services comprising in 5 main layers i.e. Presentation, Communication, Business objects logic, Database and BI layers.

Communication layer encapsulates components and modules that communicate with external systems like OFDC device. This is an important part of the TSS Server system as it implements mission critical, online service which serve thousands OFDC devices at point of sales users.

TSS system software consists of managed components. It means it should support start, stop,

restart and easy upgrade functionality. There should be a clean distinction in responsibility of managed components, well designed exposed interfaces and its behavior. For example, in application layer, component can be implemented as stand-alone ones or as packages running under one of the industry standardized application servers.

Presentation and business logic layers should be encapsulated by one of the application tiers called application tier. It contains main business logic and objects for User Interface, authentication and processes.

Database layer shall contain DB objects and components that store and access application data, log data, reference data using RDBMS database and network file systems

The architecture of TSS Server System should comply and follow MVC software architectural pattern best practices. It means that for the system and its components implementation, it is recommended to use development technology and platform which supports enterprise update and business support, continuity requirements under Model –View-Controller design pattern for e.g Microsoft.Net, PHP or Java platform.

TSS System Components and Modules

	Description	Built-In Features	Need to be customized	New development
		Yes/No	Yes/No	Yes/No
1	TSS Database Application: having enterprise level RDBMS features and support for analytical processing.			
2	TSS Connectivity Services: to Communicates with client's OFDC device for collection of Sales invoice signed data and issuing TSS signature on successful receipt of transaction data.			
3	TSS System Dashboard: Dashboard for current System Activities, Events, Logs, Status Summaries with Drill-Down detail level listings of each indicator and item			
4	<p>Business Intelligence (BI) – This should be industry standard Business Intelligence software and support close integration with TSS MIS web-portal.</p> <p>BI should be Integra table with reporting manager and provides the possibility to create and run developed BI scripts as standard reports.</p> <p>BI will be used for pivoting, dicing and slicing of collected sales data for analytical reporting, sales pattern</p>			

	analysis and risk identification analysis. For example Microsoft Power BI, IBM Cognos, Oracle BI etc,			
5	<p>Business Logic Layer: Provides the connectivity and Web-based interface to external and internal users for OFDC and CIS related data. It also implements the OFDC and CIS management functionality like:</p> <ul style="list-style-type: none"> • OFDC device registration/de-registration • Binding CIS & OFDC devices • Activation/De-activation of the OFDC device • TSS side tax rates updates on OFDC device. • MIS, BI & Reporting Objects Interfaces • Block/de-block OFDC device or POS • Management of POS • OFDC device data provision 			
6	<p>TSS Amanat scheme: will provides amanat scheme function in TSS system against submitted valid Sales Invoices snapshots by Customers sent using their mobile.</p> <p>For e.g. Customer may send QR Code of its Sales Receipt to designated contact-no of TSS system by using WhatsApp etc. TSS app will converted and extract invoice id from QR Code and store in TSS system for use in amanat scheme. The results will publish on TSS web-page.</p> <p>This functionality will create inspiration, incentive and enforcement for using properly signed Invoices by Taxpayer and Customers for the compliance of tax procedures and enforces validity checking that certified OFDC/CIS devices being used for customer receipts issuance by taxpayers.</p>			

7	O&M Manager: Contains system status Dashboard for System Administrators, Online Web Service status, client connection monitoring, Alerts and Notifications handling. List of alerts events with customization features should be available in the TSS system software.			
8	Administration Manager: will be a GUI interface for system configuration and administration functions. User Interface can be accessed only by system administrators with browser based interface panels.			
9	Registration & De-Registration Forms for CIS Client (OFDC + ECR) device Provide Registration / De-Registration Form for adding new CIS client (OFDC + POS) with a Unique Device ID, Complete business registration details, login-id and security key management			
10	MIS Reporting Manager: provides the reporting functionality in the TSS tax system for internal TSS Users.			
11	Authentication Manager: TSS system component will be responsible for authorization and authentication of the system internal and external Users. This component will implement user profiles management, login-id and passwords management functions.			
12	Logs Manager: Will handle logs for Client connection, session logs, communication logs, error logs, TSS events and details			

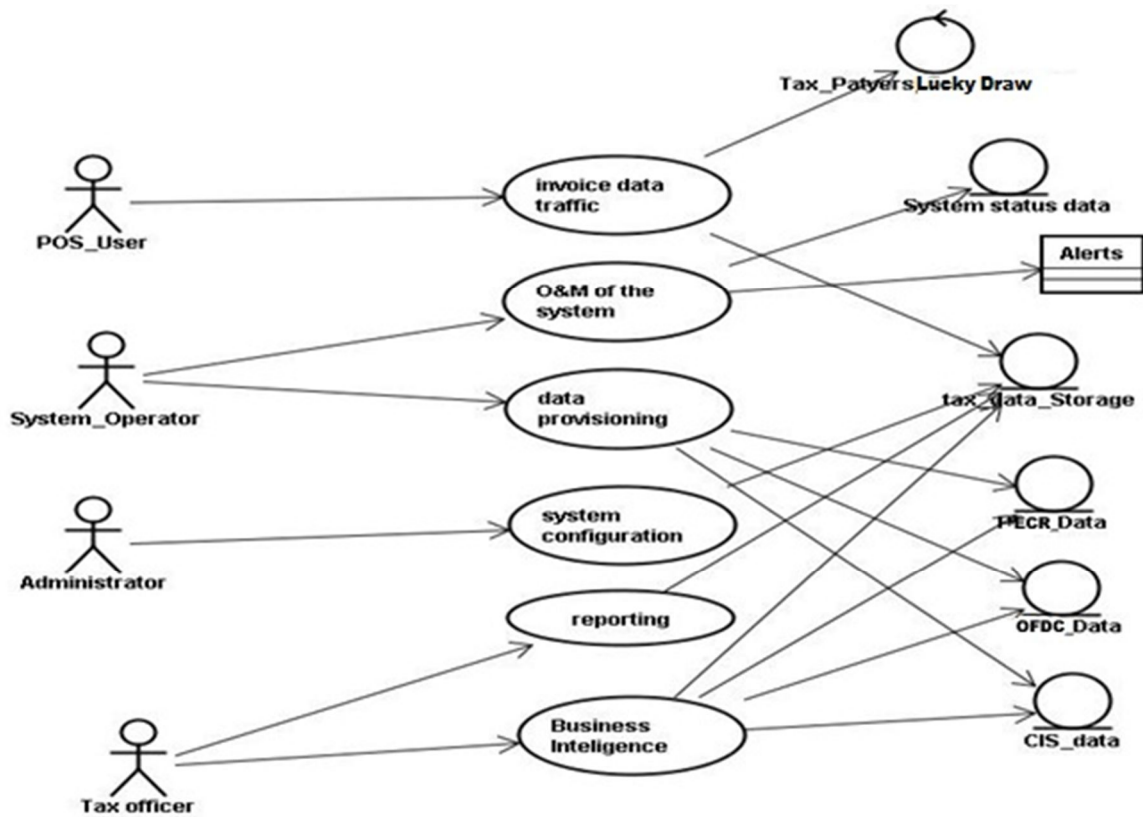
2.8. TSS System Users: (External / Internal)

1. OFPOS Clients External users with OFDC/CIS device
2. Operator – Internal User. This type of user are responsible for system maintenance and operation. They are also responsible for POS, OFDC and CIS data management
3. Administrator – Internal User. Responsible for system configuration. One of the administrators’ tasks is to manage user profiles and user access to the tax system. It sets the communication parameters with different internal or external components of the tax system in SRB. Administrator is also responsible for making data backups.
4. Tax Officers, Auditors and IT Team – Internal User. responsible for report generation, gap analysis, BI scripts management, risk analysis and tax data analysis.

Main Use Cases are:

1. Invoice data traffic UC. Activities for OFPOS client device for sending the fiscal data to the TSS tax server. TSS server store sales invoice data on the common data repository and returns TSS signature back to OFPOS.
2. O&M System use cases. Activities of operation and maintenance of the system done by system operator; It collects the system alerts, system status information and recommends the proper action or activities.
3. Data provisioning. Different data needs to be provided, consumed in TSS tax service in order to properly function. The main provision data are OFPOS and point of sales data. Thus, system needs to provide an external interface for data provisioning purposes.
4. System administration. Configuration and customization requirements for the TSS tax system and other dashboard process and functions.
5. MIS Reporting and BI Management. Responsibilities of tax officers at SRB, who need to collect data from the system, analyze them with help of BI and reporting modules.

Picture 2 –Use Cases for TSS



4.3. TSS Components and Functionality Interfaces

The TSS Service shall consist of components and modules with clear defined responsibility and functionality. They should collaborate with each other exposing the interface with defined communication protocols. Thus, the central tax service has to be compliant with Service Oriented Architecture (SOA).

Some of the components expose Graphical User Interface (GUI). All these interfaces have to be browser based especially for following system users:

- System administrators
- System operators
- Tax officers

Some of the component exposes external or internal interfaces. It is recommended that all external interfaces are realized as web services. However, if component is involved in on-line traffic use cases, it is recommended that it exposes external interface at tcp/ip level. Also, for the components that are involved in on-line traffic, it is recommended to be closely coupled with each other - to be able to exchange the messages as fast as possible in a way that is recommended by technology used for implementation.

TSS System Security:

User sessions for internal users should be web browser based interface via https secured protocol. All internal/external interfaces have to follow secure version with SSL/TSL secure protocol.

4.3.1. Authorization & Authentication manager

In Authorization and Authentication module, External users will be registered using their OFDC/CIS device IDs with relevant details. For Internal Tax and Administration users will be registered with their profiles. The initial list of user profiles is pre-defined. Each user profile is defined by the application level functionality access. TSS application specifies a group of application functionalities similar in nature for group of users. The user profiles are managed via Administration domain. A scenario for creation of users shall be:

- | |
|--|
| 1) User creation/modification form for new TSS registration of CIS and Tax Users, |
| 2) System Administrator will create and approve new user registration request. Once the request is approved, the e-mail notification will be sent to contact email id automatically by TSS System. |
| 3) User runs the link which opens the web browser on Tax server welcome page and activated the User-ID. |
| 4) User can set new password after activating user-ID |

Like all other tax server components, A&A Manager has to provide the rich and easy to trace logs. All history records of user log-in, session, connection details, timestamps and user actions has to be logged and maintained.

4.3.2. TSS Integration Services

The tax integration service module is part of the TSS Tax server. This is a mission critical part of the service of TSS:

Serve and accept all requests coming from OFDC devices. The minimal number of the OFDC devices that needs to be served are couple of thousands
To respond in real time (couple of seconds) to each request coming from OFDC device. The response has to reflect the result of the operation that needs to be done by sending the appropriate response code
To server 24/7 which means, it has to utilize high availability in the infrastructure. It has to: <ul style="list-style-type: none"> ▪ Minimize potential downtime ▪ To eliminate 'single point of failure' ▪ Has to be scalable This module has to be pluggable in the Tax Service component. With a new release, it has to be possible to deploy and restart the service via web application
TSS will distribute Tax Rates updates to OFDC Controllers clients, on the System Administration command.

The typical data interchange scenario between tax integration service and OFDC device the tax integration service TSS module listens for new data connection coming from OFDC device. The service is running on IP address and port which will be part of the TSS service configuration. Each device connects with service preferably using TCP/IP connection. Once the connection is established, it lasts until all request/response message interchange is finished. Server accepts requests from OFDC devices. TSS service will be in standby wait state.

1. Client sends the request which is accepted by service. Service checks if the request is signed by checking the signature and not duplicate.
2. if signature check is passed, service checks if the message is not corrupted
3. if that check is passed, the sales data extracted from request is sent to queue buffer for the sales data processing
4. after that, service queries for OFDC device command provision
5. service gets the details of the registered command to be provisioned to client
6. client gets:
 - a. result code
 - b. TSS signature which will be printed on slip
 - c. command to run
7. client runs the command
8. client replies to server with command run result

This module has to expose its status related to resources that are used for the service which might have an impact on the module performance. The resources are:

- Size & number of buffers used for queuing requests from OFDC devices
- Number of error responses to OFDC devices in certain period of time
- Number of simultaneous web users accessing the module
- State of the connections towards:
 - Tax Service
 - POS data
 - OFDC data

One of the interfaces exposed by this module is to retrieve and post the Sales Invoice Transaction Details in format outlined in Annex-2. The interface has to accept:

- The retrieval of transaction details from a CIS
- The retrieval of transaction details for certain period of time. The time window has to be limited as this operation can decrease performance of the module
- The output is a list of retrieved sales invoices transaction details in specified format

Tax Integration Service module has to accept Sales Invoice details specified in excel or CSV format. The typical use case is to be able to upload the sales invoice transaction data coming from OFDC Electronic Journal

One of the interfaces exposed by this module is the Web service based interface data provisioning from external Tax Service. The interface has to be secured. As all secured and web service interfaces, this one should be also RESTful with usage of https internet secured protocol. Thus it has to accept the authorized user requests and communication has to be established via https secured protocol.

TSS MIS Application:

After sales data collection from CIS clients and OFPOSIT users, the data will be analytically processed and presented in well-defined drill-down MIS reports for Tax officers and Auditors in web-based interface HTML/Excel/PDF formats as follows:

Persistently stores in TSS System database with context data (i.e. timestamp, OFDC ID, MCR ID etc)

Post process and populate Sales Invoice data in database and run discrepancy checking and any other event based trigger for sales invoice transaction, analysis

TSS Data Backups and Security:

TSS backup should contain the data permanently in online database RDBMS. Backups will be obtained by System Administrators and with easy built-in restoration procedures for data integrity.

TSS service will exposes different interfaces for OFDC devices, enquiry/confirmation messages. All communication between tax integration service and different devices and components should be logged with: timestamp, user credentials, data received and data posted.

Alerts And Notifications:

Tax Integration service sends alerts and notifications for different reasons (different alerts and notification types). The service has to expose the interface to setup which contact can receive what type of alert or notification. There are two channels for sending the alerts and notifications: via SMS or e-mails through Microsoft Exchange. This has to be also configurable

Auto-restart TSS Connectivity Services:

Tax integration service has to provide ability to auto-update. Upon releasing of package with patches/fixes, it should enable deploy and restart of the service using web application.

4.3.3. Business Logic Manager

This component is responsible for POS, OFDC and CIS data management. It also exposes the RESTful based interface for data provisioning. One of the data management operations is registration of OFDC device.

Once the OFDC device is installed at tax payer point of sale, the device is not yet ready for operation. It has to be first registered and activated in the main tax service. The registration of OFDC device sets:

- New point of sale registration on TSS example details:
SNTN
MCR ID
Login ID of User
Password of User
Client OFDC ID
Sales invoice ID
Date & Time
Taxpayer Cell number
Taxpayer Address
Taxpayer Contact person Name
Taxpayer Phone
Taxpayer E-mail
Type of Business
- (The ID of the OFDC device is bind to the new point of sale)

4.3.4. Operation & Maintenance Manager (O&M)

One of the functional requirements is to provide a support for operation and maintenance of TSS server. O&M module has to provide ability to:

- Interrogate the system status – resources used and components health check
- Trace the various events that are recorded in the system like System events, connection events, number of uploads in certain time period ...
- Web services status check. Each web service has to implement 'health check' operation. From the O&M module, the health check interface will be called in equal time periods to obtain web services status.
- As already mentioned, all Managed components has to provide re-start function

TSS system dashboard will be first page of O&M module. The dashboard page will contain

- Section for current system status (resources, web services, SMS and e-mail external services ...)
- Section with list of recorded system events in recent time period
- Possibility to trace the logs and to pinpoint the problem based on the log information

4.3.5. Business Intelligence Tool (BI)

BI Tool implemented in TSS system should be industry standard Business Intelligence software and support close integration with TSS MIS web-portal.

BI should be integrated with TSS reporting manager and provides the possibility to create and run developed BI scripts as standard reports.

BI will be used for pivoting, dicing and slicing of collected sales data for analytical reporting, sales pattern analysis and risk identification analysis. For example Microsoft Power BI, IBM Cognos, Oracle Enterprise BI etc,

BI module will be used to develop and manage custom query scripts for sales invoice data analysis needs. MIS report operations will be supported by customized BI scripts. The script builder should support:
- Field selection from Data Dictionary of TSS System for BI query, i.e.
o Point of sale related data
o OFDC related data
o Sales invoice data
o Taxpayer or Customer wise Sales Data etc.
- Selection condition specification. It should be supported by specifying one or more filed values, condition operators etc.
- Section for data grouping, customized condition specification

There should be support for running the existing BI scripts. It is possible to run them manually by selecting the script from the list and pressing the execution or running in scheduled time with time intervals repetition. There is also support of auto-run BI scripts as a result of trigger events. In this case, it is possible to notify users upon script execution finish . As a result of a script execution, the result set is kept in the result table for reporting and additional business analysis.

It is strongly recommended to use the BI module facilities to create prepared data for certain types of Reports. The BI scripts should run on the same RDBMS server where reports are run. This RDBMS service is decoupled from main data storage as BI scripts and report queries running can influence the performance of other database queries used for on-line data transactions.

4.3.6. Alerts & Notifications Manager (A&M)

Notification module consists of: Alerts management portal with dashboard. This is a web user interface used to:

- Obtain the list of notification types. Each notification type is associated with system event or defined trigger
- Registering the system user to be notified with certain notifications.
- Choose the notification channel for the user to be notified (by SMS or e-mail)
- Changing the severity of the notification. It defines the seriousness of the notification. The severity could be major, minor or immediate action.
- Information associated with notification. The information text can be changed. The text can contain tags in the text that can be dynamically swapped with proper information (like the name of the component) upon a user notification sending.
- For e-mail notifications, it is possible to setup the html based layout.
- Scheduler component which is responsible for running the system tasks for system job execution (like scanning the system resources for updating the system status information) and sending the user notifications if the conditions for sending is fulfilled
- For some of the notification types there is a third channel to send a notification: to the O&M dashboard (in-app notifications). This should be used for all notification types with severity 'immediate action' as this will result in pup up notification dialog on dashboard page. This can be achieved by using a 'push' messaged via web socket http protocol.
- The triggers for sending user notification are pre-defined or defined upon creation of BI scripts. Triggers will fire the events (end thus notifications) upon an end of the script execution or matched condition

Each 'immediate action' severity notification will be rendered on O&M dashboard. The possible actions are: acknowledge and closure. With notification acknowledge, the notification is assigned to one of the system operators as responsible person. Once the issue is resolved, the responsible person can close the notification.

4.3.7. MIS Reports Manager

TSS MIS application is core of TSS System. This will be a web-based browser interface and will provide various TSS analytical reports for internal Tax Officers and Auditors of Tax authority for analysis and tax policy decisions. MIS Reports will be based on collected fiscal data, and should provide basic criteria selection by user for all or selected Period, Type etc for drill down report display functionality with download report feature in PDF/Excel formats.

- By Business Type of POS
- By OFDC devices
- By Period wise; To – From Dates
- By Tax Service Sector Wise

These types of reports can be used for:

- Sales pattern analysis
- Fiscal data discrepancy analysis
- Comparative sales analysis
- Sectorial sales analysis
- Sales receipts pattern analysis
- Risk analysis reports like:
o Obtaining risk profiles of registered business Unit
o Sectorial risk analysis using normal sales patterns
- Reports for system administrator. Report are based on:
- User level. Report contains:
o User, user profile and user actions grouped by user in specified time period
o Possibility to drill down by user. The new report will present details of user actions
- Sever log details. This report contains:
o All system events grouped by event type
o Possibility to drill down by system event. The new report will present details of event: timestamp and logged information

The MIS report module should provide following report options:

- Obtaining linear charts and graphs especially for sales data reports
- Filter specification, especially filter by time period
- Built-in reports
- Export in excel/csv file formats
- Drill-down options. Possibility to obtain summary and detailed reports in user friendly way. The reports should be presented in a tabular format. All summary reports should have the possibility to obtain detailed reports based on the selected value in table.
- All standard summaries and reports for sale invoice data
- All reports with filter criteria selection and form to date criteria

- Search and tracking options in data
- All risk profile reports, risk index with risky transaction detail reports
- Configurable Menu from User Roles. Addition & Removal option of any MIS Report
- Sales Pattern Analysis Tools for Individual or Group of POS Units for given period
- All BI Reports and Scripts, saved and available for Report Printing in User Menu

Drill-Down MIS Report Examples:

the drill-down pattern can be: Business Sectors, OFDC device, fiscal sales transactions. In first summary report, the data are broken down by Business Units

Business Sector	No. OFDC devices	Revenue
<u>Clubs</u>	123	6,337,800
<u>Beauty parlours</u>	143	55,358,945
<u>Restaurants</u>	162	224,679,322

Table 1: first summary report

The summary displayed with business sectors name, number of OFDC installed, number of transactions with summary of sales tax amount. By using a drill down option, user can select particular business unit that he/she wants to explore. In next report, the data for selected business unit is presented broken down on OFDC devices.

Detail Report

OFDC device	POS Name	Address	No of Transactions	Revenue
<u>OFDC Device 1</u>	POS 1	Address 1	3	23,300
<u>OFDC Device 2</u>	POS 2	Address 2	7	344,040
<u>OFDC Device 3</u>	POS N	Address N	5	548,900

Drill down detail report of Business Sector, 2nd level summary report

The detail report will contain all OFDC devices with transactions in selected period with its details (CIS details) and summary of sales amount. By using selected OFDC, user can drill-down deeper. In next table, the sales transaction details are obtained for particular OFDC device like: sales details, time stamp, amount ...

Time	Transaction ID	Sales details	Amount
2017-10-02 11:23:05	326546546	xxxxxxxx	23
2017-10-02 12:25:03	367456454	xxxxxxx	34
2017-10-02 16:18:25	375437777	xxxxxxx	70

Table 3: drill down by OFDC device(OFDC Device 1), 3rd detailed report

Reporting module has to provide the way to select reports that can be issued by user profile. It can add/remove Report type (or more than one) from the particular user profile.

Reporting performance and on-line service impact

The reports should be generated from the backup data system. The report functionality, especially with 'heavy queries' which requires lot of resources should not have an impact on on-line data traffic in Tax Server. It is recommended that reports are run on separate machine (hardware). To obtain the reports in real or near real time, it is recommended to implement data preparation for certain report types. Also, best practice is to utilize data partition and data indexing in RDBMS database.

4.3.8. Administration Manager

This will be System Administration and configuration module. This Module will provide set up for the TSS credentials and parameters for establishing the connections to CIS Database, Log and Alerts handling and other admin functions. The database connection mode will be:

- | |
|--|
| - IP and port of the database service (or URL if database supports it) |
| - Credentials (username/password) |

It also provides the set up the credentials and parameters for establishing the connections to Tax Authority Server. The connection data is:

- **URL to Tax Authority Server**
Credentials (username/password)

One of the responsibilities of admin module is a setup and configuration of SMS and e-mail external service parameters. For e-mail service, the administrator has to specify:

- | |
|---|
| - Smtplib external service IP address and port |
| - Credentials for e-mail service user used as a message sender |
| - For SMS sending service, it depends which protocol is used: |
| o with direct connections with SMS providers, it is possible to use smpp protocol or ParlayX web service based protocol |
| o With other SMS send service providers, the protocol is usually https. |

Thus, all configuration parameters for SMS service are driven by choose SMS service provider and their external interface.

4.3.9. RDBMS Application

TSS Service should use one of the industry standard approved RDBMS database systems, open or commercial available with proven enterprise support and upgrades. The examples are:

- ORACLE Database
- MS SQL Database
- Postgres
- MySQL

As previously specified, the RDBMS database component is a central place for all Tax related data. It has to run in cluster mode, active/standby nodes in cluster with on line, real time synchronized data.

4.3.10. TSS Amanat Scheme Application

The TSS Amanat Scheme will implement the prize balloting function in the TSS system against submitted valid Sales Invoices snapshots by Customers sent using their mobile. The balloting options will be on a demand basis, as per the tax authority's policy as revised on a monthly/quarterly basis.

TSS recorded sales invoice customers will send QR-Code of printed sales receipts to the designated TSS contact-no of system by using WhatsApp etc. TSS system app will receive, convert the image and extract sales invoice IDs from the provided QR Code. It will store this image for submission in the next balloting in the TSS system for a prize. These results will be published on TSS web-page with search functionality.

This TSS System functionality will create inspiration, incentive and side-by-side enforcement and monitoring for issuing properly signed tax invoices by taxpayer to its customers. This scheme will ensure compliance for tax procedures by enforcing validity checking of QR-Codes as issued from certified OFDC/CIS devices and operational monitoring system via random checking of sales receipts being issued by taxpayers.

Sales Invoice Receipt Data Field Structure - Requirement In OFPOSIT System

Sr	Field Name	Description
1.	SNTN*	Text (10) - Format XXXXXXXX-X , Not Null
2.	CIS ID*	Number (12,0) , Not Null
3.	Login Name*	Text (50) / Encrypted, Not Null
4.	Password	Text (50) / Encrypted, Not Null
5.	Client IP	Text (50) , Not Null
6.	Taxpayer Business Name*	Text (200) , Not Null
7.	Taxpayer Business Address*	Text (200) , Not Null
8.	Sale Invoice ID*	Text (50) / Encrypted (without leading spaces) , Not Null
9.	Sale Invoice Date*	Date (Format YYYY-MM-DD) , Not Null
10	Sale Invoice Time*	Time (Format HH:mm:ss 24Hour time format) , Not Null
11	Customer SNTN/CNIC*	Text (50) (NTN of customer)
12	Customer Mobile No	Text (50) (Mobile No of customer)
13	Customer Card-No	Text (50) (Swap Card No) Any-One of 12,13,14 must
14	Customer Name*	Text (200)
15	Customer Address	Text (200)
16	Item Price*	Description(s) (comma separated if > 1), Not Null
17	Quantity*	Number (12,0) , Not Null
18	Item Discount Amount	Total Discounts, Number (12,2), Not Null
19	Tax Rate	Applicable Sales Tax Rate Charged, Number (4,2) , Not Null
20	Total Sales Amount	Number (12,2) , Not Null
21	Sales Tax Charged	Number (12,2) , Not Null
22	Net Sales Amount Including Tax	Net Sales Invoice Value, Number (12,2) , Not Null

ANNEX A EVALUATION CRITERIA

Sr.#	Measurements Factors / Descriptions	Score Gained	Maximum Score
1	<u>Financial Strength of the firm/consortium</u>		
1.A	Turnover		
	Average Annual Turnover (As per last three years Audited Financial Statements,		
	PKR 1000 million and above	20	20
	PKR 850 million to PKR 999 million	15	
	PKR 700 million to PKR 849 million	10	
2	<u>Relevant Experience of the Organization</u>		
2.A	POS projects completed/ongoing during the last 5 years costing per project:		
	PKR 500 million or above	20	20
	Between PKR 400-499 million	15	
	Between PKR 300-399 million	10	
	PKR 299 million and below	5	
2-B	Number of POS projects completed/ongoing during the last five years:		
	3 or more projects	5	5
	2 projects	4	
	1 project	3	

2-C	Experience of the team leader for the completed IT related projects costing PKR 5 million and above.			
		3 or more projects	10	10
		2 projects	7.5	
		1 project	5	
2-D	Number of IT Specialist/Experts in the team			
		7 and above	10	10
		Between 3-6	7.5	
		Less than 3	5	
3	<u>Methodology & Deliverables</u> <u>(as evidenced in the proposal and discussions where applicable)</u>			
3.A	Implementation approach, quality (e.g. detailed project work plan, UAT approach, Client Acceptance Report etc.)			
		1. Good	4	4
		2. Average	3	
		3. Below average	0	
3.B	Quality of prototyping / solution features / functionalities / screenshots provided & shared (following will be considered): 1. Solution design and development technology 2. Data preparation / analytics tools / OLAP 3. Tax business intelligence analysis, reporting, dashboards 4. Custom reporting features & functionalities			
		1. Good	3	3
		2. Average	2	
		3. Below average	0	
3.C				
	Availability and quality of comprehensive related IT Product functionalities, as well as technical system documentation / manuals (e.g. user manuals, business data dictionaries etc.)			
		1. Good	3	3

		2. Average	2	
		3. Below average	0	
3.D				
	Trainings (number of hands-on training sessions and availability / quality of training material)			
		1. Good	4	4
		2. Average	3	
		3. Below average	0	
3.E	Extent coverage of post-implementation IT support (on the basis of covered period, charge-out terms, on-site support etc.)			
		1. Good	3	3
		2. Average	2	
		3. Below average	0	
3.F				
	Compatibility Standards, Interfacing and Upload capability (Integratable with existing systems / databases as well as standard interfaces for leading /upcoming systems)			
		1. Interfacing with all existing and upcoming systems available	3	3
		2. Limited interfacing with existing and upcoming systems available	1	
3.G	Live Demonstration of the proposed POS solution/model.			15
		Live demonstration of proposed System will be presented by Bidder along with Technical detail presentation. - Live demonstration methods may include similar System which implemented, delivered by the bidder, by remotely connecting to system and showing key functionality, dashboard or Reporting features. - Any recorded video or any other method can also be used to demonstrate the		

		operations & functionality of OFDC, TSS & POS equipment, for similarly implemented system by the bidder. - Bidder will request presentation time / duration for such Live Demonstration (from 2 - 4 Hours max).		
	TOTAL			100

REQUIREMENTS:

1. **Bidders securing 80 marks and above shall be technically qualified.**
2. **Documentary proof/supporting references required to be provided by the bidders can be any document showing the relation of the Bidder to the project (Contract/invoice/reference letter/certificate etc.).**
3. **The SRB may ask for additional documentary evidence against any factor which would need to be provided by the respective bidder.**
4. **The SRB may ask the bidders to present their technical proposals before the Procurement Committee during the technical evaluation.**
5. **For the purposes of this bid, the financial strength of the consortium shall be evaluated on the basis of the financial strength of the member with highest annual turnover. The experience and other criteria shall be evaluated on the basis of joint or collective credentials of the members including their references**
6. **For the purposes of evaluating ‘POS Projects Completed’ as at 2 (2-A) above, please fill out and submit Form C-5 provided with this Bidding Document.**

INSTRUCTIONS:

1. **Wherever projects/implementations of a similar nature are mentioned, this means POS Invoicing/taxation related IT Projects with standardized and advanced approaches of e-invoicing and tax integration for any tax authority.**
2. **Domestically placed staff means staff that will be placed locally or physically present for SRB management throughout the duration of this IT system complete implementation on working days**

The SRB has the right to change the ratings based on the quality/facts of the documentary evidence provided by the bidder during assessment.

ANNEX B

SCOPE OF THE WORK

The selected firm will be responsible for supply of hardware, software components, integration, training and implementation services for establishment of end-to-end OFPOSIT system and integration with central IT system installed at SRB data center Karachi.

The selected firm will supply, install, configure and test all supplied hardware, associated software components, system application server and operationalize the system under fully functional integrated system mode and shall meet requirements described below:

	Description of Work
1	The selected firm will be responsible to supply hardware, software components, and installation services for OFPOSIT Solution, Equipment/Devices, Integration of CIS (Certified Invoicing System) using OFDC (Online Fiscal Data Controller) to centralized TSS IT system hosted at SRB data center and successful commissioning with its end-to-end connectivity.
2	<p>Connectivity For TSS System Server: The firm will be responsible for providing Network Connectivity and Internet Bandwidth for TSS System Servers, for its online operations and external OFPOSIT client's.</p> <p>OFPOS clients will acquire their own SIM Cards and 2G/3G/4G Internet connection bandwidth at client end for their connection with TSS online system</p>
3	<p>Installation, development and Integration: Provision for central Integration OFPOSIT Servers along with TSS Application System Software, Database and Integration Services for Client OFDC Devices which shall meet all the requirements (as defined in the Section V - Technical Specifications)</p>
4	<p>TSS Server and Application System: Should be accessible through Internet with encryption, User Authentication, roles and login-id controls.</p>
5	<p>Hot Switchable Backup Server System: (In primary/secondary configuration) with same configuration and auto synchronized database and application status and auto-failover switching functionality.</p>
6	<p>Disaster Recovery / Fail-over support</p> <p>The successful firm will be responsible for providing OFPOSIT solution with in-built fail-over plan and disaster recovery methodologies, meeting the minimum business continuity requirements of SRB, and minimize any data loss from disaster. OFPOSIT solution should meet normal standards and SRB services level</p>

	requirements for recovery & switching time windows, and data loss preventions. Should support rapidly self-restart applications upon failure, automatic services status check-ups, automatic fixes and patches update, and affordable replication of data at remote sites.
7	On-Call and On-Site Maintenance and Support: Troubleshooting and Support for all the delivered OFPOSIT Equipment, Application System, Servers and Tax Integration Application, under a proper Service Level Agreement document for one year after the completion of support period i.e. three (3) years contract.
8	Delivery of completely developed, fully Unlimited Usage Right of Tax System Server, Application Software with source code, Technical Documentation and Database Objects Details, Operational User Guides, Application System Installation CDs, Any 3rd Party Installation CD (if used), Licenses as applicable, any other Right To Information (RTI).
9	The source code for central TSS System Application, will be delivered to Tax Authority after the successful commissioning of the system.
10	Supply of OFPOSIT system implementation plan, execution and completion of plans as per supplied schedule, smooth and timely User Acceptance Test (UAT), Integrated Testing and Acceptance Report.
11	Provide local IT support and maintenance of the OFPOSIT system hardware, software, optimization of servers during and after system commissioning.
12	Customization and Integration of hardware and software packages to strictly meet functional requirements, security and performance requirements of SRB.
13	<p>Additional Features for OFPOSIT Solution:</p> <ul style="list-style-type: none"> • Secure Client-Server Connectivity mode, Network, Data Communication Security and Protocols • TSS central IT System, Connectivity Services status, Dashboard, Database Failover provisions, Administration & Monitoring Functions, and MIS Reporting advance features • Installing Client (business) side Point-of-Sale equipment, Software application, OFDC interface and business friendly functionalities • Client network connectivity with TSS system using 2G/3G/4G mode which is widely available through telecom infrastructure exists in Pakistan for connecting all remote locations. • Configuring OFDC with client's POS system and TSS system server connectivity in LAN environment. • Provisions in OFDC device for easy integration with any pre-installed 3rd Party POS equipment at business client, by using standard interfaces, connection services, easy step-by-step configuration method for exchange/signing of sales data in pre-defined data layout. Providing standard format layout and interfacing module, for OFDC data exchange in

	<p>XML/Text/ODBC interface or suitable protocol. For 3rd Party POS software which is pre-installed at client's end, POS owners and POS software providers have to make necessary changes to POS application in order to enable communication with OFDC using SDK or .dll provided by the Supplier.</p>
14	<p>Support automatic transfer of all client-side transactions and logs to centralized integrated server of SRB as soon as successful connection is established.</p>
15	<p><u>Project Technical Team</u></p> <p>At least 25% of the project technical team should be stationed in Karachi-Pakistan. Rest of the team could be visiting resource persons.</p>
16	<p><u>Warranty & Support:</u></p> <p>Comprehensive warranty & 24x7x365 support will be provided for all supplied and deployed OFPOSIT system equipment. All equipment is required to be covered under a comprehensive 3 years full warranty inclusive for 3rd party tools. (Warranty will start after commissioning & UAT, Acceptance Report). Any training support that is required for the operation of the equipment must also be provided during this period.</p>
17	<p><u>Trainings:</u></p> <p>Twenty (20) SRB relevant employees and officers from certified training specialist/principal service provider with proper training facility for especially for the SRB employees and officers for OFPOSIT solution, centralized software, Business Intelligence (BI) builder tools, application software and integrated features.</p> <p>Training should include certified training specialist/principal service provider that can provide training to SRB personnel for centralized database failover, switching and backup & recovery functionalities. This training should also include MIS functionalities, Reporting Modules, BI modules and operations of tax administration modules</p> <p>Training outlines and areas, including number and qualifications of trainers, must be submitted with the proposal.</p>

Section VI. Forms

Forms

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5. Form C-5 DETAILS OF PROEJCTS FOR LAST 10 YEARS
6. Form C-6 LIST OF KEY PERSONNEL
7. Form C-7 CVs for PROPOSED EXPERT
8. Form C-8 METHODOLOGY

ANNEXURE K – AFFIDAVIT

1. A-POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE BID

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- This Power of Attorney shall be notarised with the Notary Public.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF BID”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Supply of Online Fiscal Point of Sale Integration with Tax (OFPOSIT) System for SRB as more particularly described and indicated in the **this Bidding Documents**.

(Bid for the procurement of supply of OFPOSIT SYSTEMS) that is being developed by the SINDH REVENUE BAORD (SRB), GOVERNMENT OF SINDH (the **Authority**), in accordance with the Bidding Documents issued by the Authority (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND WE hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017.

For & On Behalf of:

_____ (*name of the firm*)

By its duly authorized signatory

.....
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....
(Signature)
(Name, Title and Address of the Attorney)

B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- This Power of Attorney shall be notarised with the Notary Public.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the SRB, GOVERNMENT OF SINDH has invited bids from bidders for the Supply of Online Point of Sale Integration with Tax (OFPOSIT) System and Allied Services (the **Project**) pursuant to the Bidding Document issued by the SRB (as amended from time to time) and other related documents relating to the Project (the **Bidding Document**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the ‘Competitive Selection Process’ and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GoS, and/or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the GoS.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

For: : _____
(Signature)
(Name, Title and Address)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

2. COMMITMENT FORM

BID

**for the Supply of Online Fiscal Point
o-f Sale Integration with Tax (OFPSOSIT)
System and Allied Services for Sindh
Revenue Board (SRB), GoS**

[Date To Be Provided]

COMMITMENT FORM

A Commitment form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.

To: SINDH REVENUE BOARD, GOVERNMENT OF SINDH

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Bid have the meaning given to them in the Bidding Documents (*as defined herein below*).

2. GENERAL

We, the undersigned, acknowledge, confirm, and agree that:

- A) we have examined, read, and understood the General & Special Conditions of the Contract (including its schedules) respectively dated *[date to be provided]* and *[date to be provided]* as it relates to the Contract, as amended by way of addenda (collectively, the **Bidding Documents**); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Contract Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Bid are expressed in PKR, and represent aggregate prices that include all taxes.

4. REVISED AND FINAL CONTRACT AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Contract Agreement, as modified by addendums, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Bid of the Successful Bidder.

6. FIRM AND IRREVOCABLE BID

Our Bid constitutes a firm offer to the SRB, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six months following the Bid Deadline indicated in the Bidding Document.

7. BID COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Bidding Documents, specifically including:

- ✦ the eligibility criteria;
- ✦ the evaluation criteria;
- ✦ the technical proposal compliance evaluation criteria;
- ✦ the financial proposal compliance evaluation criteria.

8. BIDDING DOCUMENTS

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the Government of Sindh or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the Bidding Documents.

9. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- ✦ with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- ✦ with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and

- ✦ with the exception of what is indicated in detail in a schedule attached to this letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.

10. NO COLLUSION OR CONFLICT

In preparing and submitting our Bid, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any member, participant, or key individual of the team of a Bidder) regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a member, participant, or key individual of the team of the Bidder, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any member, participant, or key individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Bid of any other Bidder, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.

With the exception of what is indicated in detail in a schedule attached to this letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Bid in response to the Bidding Documents, or in connection with the delivery of the goods and services required of under the draft Contract Agreement.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Sindh Revenue Board, Government of Sindh, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the SRB, Government of Sindh may communicate to all Bidders).

11. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the Bidding Documents and have received all the relevant information from the SRB,GoS, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the SRB,GoS in connection with the Bidding Documents.

12. EVIDENCE OF AUTHORITY

We acknowledge that the Sindh Revenue Board, Government of Sindh requires that each of the undersigned (other than a Key individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Sindh Revenue Board, Government of Sindh, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

13. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on [date to be provided].

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative, and by [**provide particulars on the signature**]:

[NAME OF BIDDER *]

(Authorized signatory)

(Authorized signatory)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key individual*: _____
(Name)

Name and title: _____
(Please type or print)

* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant

3. DECLARATION

We the undersigned return this Bid submission, the Bids and its appendices, and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the SRB, GoS and the subject matter of the procurement exercise as set out in the Bidding Documents.

By submitting a Bid, we represent and warrant to the SRB,GoS that our Bid has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the Bidding Documents and its governing rules including but not limited to the evaluation criteria laid down in this Bidding Documents and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the Bidding Documents have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the SRB, GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any Bid submitted and thereafter invite any Successful Bidder to enter into a Contract Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the Bidding Documents and that this is a bona fide submission in response to the RFP.

Signed for and on behalf of
(Bidder/consortium member) Signature:

Position Name:

Address:

Power of attorney

attached: (YES/NO) Date:

(Please return this declaration on your company's letter head.)

4. Bid Form and Price Schedules (to be submitted with financial bid)

Date: _____
IFB N°: _____

To: *[name and address of SRB]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services in conformity with the said Bidding Documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the SRB.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees (PKR)

Name of Bidder _____.

1	2	3	4	5	6	7
S.No	Item	Description	Country of Origin	Qty	Unit Price Delivered Duty Paid (DDP) named place (in PKR)	Total DDP per item (in PKR)
1	Server machines for POSIT tax system application	Compliant with Specs of Tax System Servers (Annexure – III)		7		
2	OFDC Device (with built-in SAM card module)	Compliant with specs Annexure-I		550		
3	ECR device	Electronic Cash Registers (ECR) equipment for point of sales. Complaint with specs Annexure-II		400		
4	POS Printer	POS Printer with SDK or .dll for Connection of the Software Application Complaint with specs Annexure-II		150		
5	TSS Server Racks for Datacenter	For 42U form factor size server machines compatible, with ancillaries, cable and installation		2		
6	Operating System Software with licenses	64 bit with Fail Over cluster and support application software functionalities		7		
7	TSS Application Software with Source Code	Fully compliant with required functional specs. Bundled software with BI Application, Development Kits and Database etc. as required for tax integrated system include with all ancillary components and Built-In system modules (Annexure – III) The Source Code and the Full ownership rights will be transferred to Tax Authority at the time of Final Acceptance Report.		1		
8	Technical Documents operational User Guides	In hard copy and soft copy (CDs) for all provided software applications		1		
9	Digital Certificate for TSS Server communication	For SSL/TSL secured connectivity		1		
10	Internet Connection of 10 Mbps (for TSS Servers connectivity with clients)	Provided for 03 years (After this period Tax Authority will maintain such internet connectivity)		10 Mbps		
11	Full Configuration, Installation of TSS System and Servers	With operational testing and end-to-end OFPOSIT Solution, integration with clients		1		
12	Installation and configuration of CIS (OFDC with ECR or POS printer) equipment at Client's end	Including its operational testing and end-to-end integration with tax TSS server.		550		
13	ECR and POS Printer Application Software with Installation Media (CD with SDK or .dll)	Fully complaint with required functional specifications as described in the Annexure-I and Annexure-II		1		

14	OFDC Software Development Kit & Interfaces, Formats used for OFDC and TSS communication. (Formats & Interfaces Source Code)	Full ownership rights transferred to SRB upon successful delivery of OFDC (CIS/POS/TSS) communication module and its auto update/ patches/ fixes command features, from tax authority website as needed		1		
15	Training for IT officials for TSS System for TSS system maintenance, operations and troubleshooting	Training for IT professionals of Tax Authority for TSS system, Security, BI Alerts management, and Administration and other Technology Areas of System.		20 Officers		
16	SLA for End-to-End technical support	On-Call/ On Site services support for all provided system and applications (After completion of 3 year warranty period)		01 year		

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

³ Must be included if required under ITB 11.2

5. Bid Security Form (to be submitted with Financial Bid)

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of SRB]* (hereinafter called “the SRB”) in the sum of _____ for which payment well and truly to be made to the said SRB, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SRB during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the SRB up to the above amount upon receipt of its first written demand, without the SRB having to substantiate its demand, provided that in its demand the SRB will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

6. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between *[name of SRB]* of *[country of SRB]* (hereinafter called “the SRB”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the SRB invited bids for certain goods and services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the SRB’s Notification of Award.
3. In consideration of the payments to be made by the SRB to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The SRB hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the SRB)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

7. Performance Security Form

To: *[name of SRB]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 19_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8. Bank Guarantee for Advance Payment

To: *[name of SRB] [name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the SRB a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the SRB on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the SRB and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

9. INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____ DATED: _____, [●]

CONTRACT VALUE: _____

CONTRACT TITLE: SUPPLY OF ONLINE FISCAL POINT OF SALE INTEGRATION WITH TAX (OFPOSIT) SYSTEM FOR SINDH REVENUE BOARD

[Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Bidder] 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[Bidder] 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 the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] 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 the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [Bidder] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Bidder] 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 the GoS.

Acknowledged, Accepted & Agreed

Acknowledged, Accepted & Agreed

For & On behalf of: SINDH REVENUE BOARD, GOVERNEMNT OF SINDH, through its duly authorized signatory		For & On Behalf of: [INSERT NAME OF BIDDER], through its duly authorized signatory
.....
(Signature)		(Signature)
NAME:		NAME:
DESIGNATION:		DESIGNATION:

ANNEXURE C - TECHNICAL FORMS

FORM C-1
BASIC INFORMATION FORM

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3.	Head Office address:	
4.	Telephone : Fax Number: E-mail address:	
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:

**FORM C-2
HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION**

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (02) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided) <input type="checkbox"/> Contract non-performance during the stipulated period,			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> Bidder shall not be black listed by government/semi government/autonomous/private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) (Affidavit to be provided) <input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 50% of the Bidder's net worth and shall be treated as resolved against the Bidder)			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

FORM C-3 FINANCIAL SITUATION

**Financial Data for Previous 3 Years
Information from Balance Sheet**

--

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - NTN certificate must be attached
 - Tax return filed must be provided
 - Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country

FORM C-4
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					

FORM C-5**DETAILS OF PROJECTS FOR LAST 10 YEARS**

(A) For POS projects

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) For Financial IT projects

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

FORM C-6 LIST OF KEY PERSONNEL

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in technical evaluation criteria.

Sr. No.	Title of Position	Name
1		
2		
3		

FORM C-7 CVS OF PROPOSED EXPERT

CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ **Fax No:** _____

E-Mail Address: _____

5. Date of Birth: _____ **Citizenship:** _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Projects Completed during last 10 years

Sr. No.	1	2	3	4	5
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Candidate:

Place:

Date:

FORM C-8 Methodology

(Please provide detailed methodology for the subject project)

ANNEXURE K - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable law and the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- This Affidavit shall be notarised with the Notary Public.*
- For an Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. Please find below the form and substance of the Affidavit.*

AFFIDAVIT

Date: _____

[●] [●]
[Address]

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this letter [name of Bidder/lead member of consortium/JV], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering;
- d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Contract Agreement;
- e. [is legally and financially autonomous and operates under commercial law]³;

³Only relevant for the government owned legal enterprise or institution.

- f. [is no pending litigation which represents more than 50% of our net worth]⁴;
- g. [is not under any non-performance of a contract within last five years of the Proposal Deadline]⁵; and h. [has not failed to sign a contract with any procuring authority following award]⁶.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority. Yours sincerely,

Signature of Authorized Signatory _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

This document contains 148 pages in all.

THE END
