



## AGREEMENT

THIS SERVICE AGREEMENT (hereinafter called the "Agreement") is made at Lahore, on this 18<sup>th</sup> day of May 2013;

### BETWEEN

Government of the Punjab through Secretary Government of Punjab, Excise and Taxation Department, (hereinafter referred to as the "Purchaser", which expression shall, wherever context so permits, include its successors-in-office, representatives and assigns) of the First Part;

### AND

TCS Private Limited, a company incorporated under the laws of Pakistan and having its registered address at 101-104, Civil Aviation Club Road, Saqib Hamdani Building, Jinnah International Airport, Karachi, Pakistan and having addresses of 1 Main Peco Road, near KotLakhpat Railway Station, Lahore (hereinafter referred to as the "TCS" which term and expression shall, wherever the context so admits, mean and include its successors in interest and assigns) of the Second Part.

The First Part and the Second Part shall collectively be referred to as the "Parties" and individually as a "Party"

### WHEREAS

- (1) The Purchaser, invited bids for the procurement of courier services for delivery of original Registration Books and original file of the vehicles to their owners at the given addresses as specified in schedule-B.
- (2) The Purchaser, for the procurement of courier services and delivery of Motor vehicle Registration documents had issued a written award of contract to the TCS vide letter no. (E&T)CS(2012)-I, dated 19<sup>th</sup> December 2012 for the delivery of Registration Books and Registration Files.
- (3) TCS vide Guarantee No. 0110PG251613 Issue Dated January 09, 2013 amounting Rs. 4,638,144/- had submitted to Excise and Taxation Department; which will be renewed every year.
- (4) TCS has agreed to provide to the Purchaser courier services for delivery of Registration Books and Registration Files as specified in Schedule-B and Schedule-C (as per bidding documents), upon the terms & conditions hereinafter contained.



NOW THEREFORE, Parties agree as follows:

**A.** In consideration of the payments to be made by the purchaser to the TCS as hereinafter mentioned, TCS hereby covenants with the purchaser to deliver the original registration documents of the vehicles to their owners at the given addresses.

**B.** The Purchaser hereby covenants to pay to TCS, in consideration of the delivery of the original Registration Books of the vehicles to their owners. The agreed price, charges or such other sum as may become payable under the Agreement at such time and in the manner specified therein agreement.

**1. Definitions.** In this Agreement, unless there is anything repugnant in the subject or context:

- (a) "Area" means the geographical boundary of the District including its Tehsils within which the courier service shall be used;
- (b) "Commencement date" means the date of execution of this agreement;
- (c) "Delivery time" means the TCS shall daily deliver the shipment in 48 hours;
- (d) "Shipment material" means the Flyers (pouches) for the purpose of packing on the Location as per the minimum specification specified in Schedule-D;
- (e) "Initial period" means the initial period of Three (3) Years from the date of signing of this contract;
- (f) "Human Resources" means the TCS shall hire/recruit the required resources which are mentioned in service Specification (Schedule-B);
- (g) "Purchaser" means the Directorate General, Excise & Taxation Punjab;
- (h) "Services" includes all the services, specified in Schedule B and Schedule-C;
- (i) "Service charges" means the fee or charges for the provision of services under the Agreement as specified in the Schedule-A; and
- (j) "Works" means all works done or completed including provision of services by the TCS under the Agreement.



**2. Products & services.** TCS Shall provide the Flyers as agreed and other related services hereinafter specified in Schedule B and Schedule C.

**3 Payment.**

- 3.1 TCS shall charge rates for delivery within District of Rs.39.44/- (Rs.34.00+16% GST).
- 3.2 Any charges payable by the purchaser hereunder shall be paid within 20 working days of the date of the invoice.
- 3.3 The service charges shall be paid in Pakistan rupees through cheque or pay order by the Purchaser in the name of TCS (Pvt.) Ltd.
- 3.4 Subject to extension of the contract the purchaser agrees to revise the rate or charges on mutual understanding between the purchaser and TCS.
- 3.5 Purchaser after verification of particulars provided on the invoice with the actual deliveries shall make due payment(s) to TCS within twenty (20) working days of the receipt of the invoice, which is submitted to Director General Excise & Taxation Department Government of the Punjab ,within first week of the succeeding month for which the invoice is raised. In case of any discrepancy in the invoice, Purchaser will notify the same to TCS within Ten working days of notice of such discrepancy.
- 3.6 Payments without any deduction(s), other than imposed by law, shall be made by Purchaser to TCS within 20 working days of the date of invoice through cross cheques in the name of TCS (Pvt.) Ltd. Payment(s) under no circumstances will be withheld for any reason or cause.

**4. Delivery.**

- 4.1 The Shipment can be delivered to anyone available at the given address, under signature of the receiving person on the delivery sheet along with his relationship with the original consignee and mention the same on the delivery sheet. However, in case of artificial person the name and relation of person receiving consignment on behalf of owner shall be mentioned on the delivery sheet. If the individual refuses to sign the delivery sheet or to provide the required details, the shipment



shall not be delivered. Such cases are to be notified to Motor Registration Authority (MRA) officials of the concerned district nominated by MRA of concerned District within 48 hours.

- 4.2 TCS couriers shall not throw the shipment in the houses, offices, and under the doors.
- 4.3 If TCS notices any change or amendment in the address provided to them, it shall notify such changes to the officials of the MRA of concerned District and return the same to them. However, such shipments will be delivered at the new address after re-booking of the same by Purchaser (without any extra charges).
- 4.4 First delivery of each shipment is to be attempted on next working day of pick-up date.
- 4.5 Shipment shall be attempted for delivery three times only and if still undelivered for any reason, it will be returned to MRA officials of concerned districts along with the reasons of non delivery.
- 4.6 TCS will accept shipments from MRA for delivery within the district. All shipments pertaining to outside district limits shall be returned without booking.
- 4.7 Purchase has opened its account(s) by signing the account opening form, which shall also be treated as integral part of this agreement.
- 4.8 Delivery report/summary of the courier is available online and can be viewed by MRA/Purchaser whenever required.

**5. Shipment handling.** The TCS shall be liable to handle Purchase shipments as detailed bellow:

- 5.1 TCS is responsible to maintain all shipments in good physical condition till their disposal;
- 5.2 Reasons of return are to be stated on a slip meant for this purpose and attached with the respective shipment; and
- 5.3 While collecting the shipments, under receipt by TCS from MRA office, the designated courier agent and representative of concern MRA shall



be responsible for counting the shipments being handed over to TCS under receipt.

**6. Return Shipments.** In cases of undeliverable shipments, following procedure will be adhered to after their return.

- 6.1 TCS shall contact the owner of the vehicle, on PTCL or mobile numbers specified on the shipment for its delivery before returning the same back to MRA.
- 6.2 If the consignee has shifted and upon contact provides his new address, TCS will deliver the same as per delivery terms specified in this agreement.
- 6.3 If the shipment remains undelivered, it shall be returned to MRA under appropriate documentation. Such undelivered shipments will be returned to concern MRA within 96 hours, under proper documentation.
- 6.4 TCS shall mark on the packets of all the returned shipments, the appropriate reasons for their return along with the attempted dates for their delivery at the address provided and the dates on which phones calls were made to the consignee in order to facilitate the delivery.
- 6.5 In Case of return shipments due to shifting of consignee or any other reason, Purchase shall provide the new address for delivery and the shipment will be re-booked as a new booking.

## 7. Shipment requirements.

- 7.1 TCS rates for delivery up to 200 grams shipment(s) within area shall be Rs. 39.44 inclusive of present tax(s). Any future tax(s) and / or revised change in the present tax(s) shall be borne by the Purchaser.
- 7.2 TCS must provide Track and Trace facility (Software) and should be able to give the same service, training, software to the management of the district's Excise offices and an administrative access in the office of the Director General, Excise & Taxation Department Punjab.
- 7.3 The electronic report (QSR) will comprise of the following fields in the sequence detailed below:



- (a) Consignment Note No;
- (b) Registration no;
- (c) Booking Date;
- (d) Consignee;
- (e) Delivery date;
- (f) Received by;
- (g) Delivery Time;
- (h) Destination; and
- (i) Status.

- 7.4 TCS will use barcode technology in order to standardize the dispatch processes with EXCISE AND TAXATION's operational business function.
- 7.5 TCS will provide correct and comprehensive information to Purchaser in order to effectively verify the actual deliveries in relation to the billing statements detail.
- 7.6 Flyers (Pouches) for the purpose of packing of Original Registration Book of the vehicle and relevant documents will be provided by TCS. The Shipments (packets) containing these items shall be handed over to TCS whose designated representative shall seal the packets in presence of designated representative of E&T.

## 8. Confidentiality of Information.

- 8.1 The TCS shall not, without the Purchase's prior written consent, disclose the Agreement or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the TCS in the performance of their obligation under the Agreement. Disclosure to any such employed person shall be made confidence and shall extend only as far as may be necessary for purposes of such performance.

## 9. Warranty.

- 9.1 TCS Warranty:



9.1.1 TCS will maintain proper resources such as: Courier staff, Infrastructure, operational procedures, management etc. to effectively and safely deliver the shipment.

## 10. Indemnification.

10.1 Both the parties agree that it shall indemnify, defend, and hold harmless each other and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether by the Indemnitor or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnitor of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of such Party to comply with applicable local, state, provincial or federal regulations concerning under this Agreement)

## 11. Support Services. Support provided shall include:

- (a) Helpline Support. For an urgent problem, the Excise and Taxation office can telephone or fax the TCS's Hotline which shall be available from Monday to Saturday from 0900 to 1700 (excluding holidays) (the TCS's standard hours);
- (b) Problem which do not delay or inhibit operation shall be handled by written reports; and
- (c) The TCS's support staff shall attempt to solve a problem immediately, or as soon as may be possible, however the TCS shall keep the Excise and Taxation office informed of the progress of problem resolution.

12. **Force Majeure.** Notwithstanding anything contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control provided, however, that any delay by a sub-contract or supplier of the party so delaying shall not relieve the other party from liability for delay except where such delay is beyond the reasonable control (man made and natural climates i.e; Flood, Earthquake, Terrorist activities, Losses due to law and order situations, Fire, etc) of the TCS.



**13. Entire Agreement.** This Agreement Supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Agreement also supersedes the conditions contained in the proposal field by the TCSs and in case of conflict between the provisions of this agreement & the proposal submitted by the TCS, the provisions of this agreement shall prevail. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

**14. Notices.** All notices which are required to be given hereunder shall be in writing and shall be sent at the address of the recipient set out in this Agreement or such other address in district offices, as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by prepaid letter telex or facsimile transmission & shall be deemed to have been served if by hand when delivered, if by post 48 hour after posting and if by telex or facsimile transmission when dispatched.

**15. Headings.** Headings, whether of clauses or of other parts of the Agreement, are for reference only and are not to be construed as part of the Agreement.

**16. Severance.** In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, then, the parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the TCS it may be severed from this Agreement and the remaining Provision of this Agreement and the remaining provision of this Agreement shall remain in full force and effect.

**17. Termination for insolvency.**

17.1 The Purchaser may at any time terminate the Agreement by giving written notice to the TCS, if the TCS becomes bankrupt or otherwise insolvent. In this event the contractor shall not be compensated.

17.2 Such termination shall not prejudice or affect any right of action or remedy, which has accrued or may accrue to the Purchaser.





## 18. Termination for Breach of Agreement.

18.1 The Purchaser may at any time, terminate the Agreement in whole or in part, with a prior written notice of 30 days to TCS, for any of the reasons provided below:

- (a) Breach of any, Partial or whole of the Agreement by the TCS;
- (b) Failure to rectify the identified problems by the TCS; and
- (c) Non Performance of the TCS either during delivery of services or the Initial Period.

18.2 The notice of termination shall specify the reasons to the extent to which performance of work under the Agreement is terminated. Such termination shall not be effective, if the TCS has rectified any of the above issues to the satisfaction of the Purchaser during the 30 day notice period.

18.3 Each party may at any time by written notice sent to the other party, to terminate the Agreement in whole or in Part, with a prior notice of 30 days, for any breach of the terms of the Agreement by the other party. However, If the breach has been notified then no further notice shall be required or deemed necessary.

18.4 In case of non-compliance of schedule B and C on service delivery terms a penalty will be imposed up to @ 25% on total monthly amount invoiced.

## 19. Resolution of Disputes.


19.1 The Purchaser and the TCS shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.


19.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Purchaser and the TCS have been unable to resolve amicably any dispute, either party may, within thirty days of the arising of such dispute, requires that the dispute be referred to Additional Chief Secretary / Principal Purchase officer, Government of the Punjab, who, after hearing the parties, shall give decision which shall be final and binding on the parties.




FOR & ON BEHALF OF THE PURCHASER

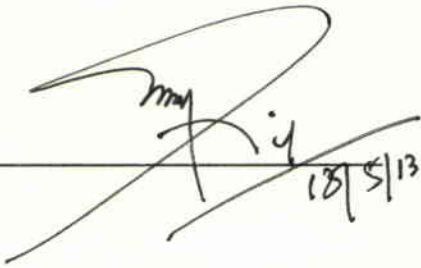
FOR & ON BEHALF OF THE TCS

  
Director, Excise & Taxation  
(Region-C), Lahore

  
SAQIB ABBAS  
CEO TCS (Pvt) Ltd.

Witness:

1.   
Name & Address: 8.5.13  
Section Officer (General)  
Government of the Punjab  
Excise & Taxation Department

2.   
18/5/13

Transport House;  
11, Egerton Road  
Lahore.

**SAJID KHAN**  
Regional Director Sales-Central  
TCS (Pvt.) Limited  
01-Main Peco Road, Kot Lakhpat,  
Lahore. UAN: 111-210-210



### SCHEDULE-A

For ease of reference, certain information and Special Stipulations applicable to the Agreement are set forth herein.

#### 1. **Delivery and Deployment of Software & Services**

- |  |   |
|--|---|
| a) Address at which Software to be Installed | Directorate General<br>Excise and Taxation, Punjab<br>Government of the Punjab<br>847 A, Shadman II, Lahore and<br>all MRA Offices in Punjab. |
| b) Service charges                           | 200 grams shipment(s) within Districts<br>shall be Rs. 39.44/ -(Rs.34.00+16%GST)  |

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## SCHEDULE-B

### Services Specifications

1. Courier Company will collect the Vehicle Registration Documents from given MRA Offices.
2. In the office of Motor Registration, Vehicle Registration Documents will be packed, under the supervision of both Excise & Taxation and courier services quality assurance representative to ensure packing of File with Vehicle Registration Documents.
3. The Courier Company will then deliver the packet to the residence of the owner of the vehicles as per the information provided in the registration book of the vehicle.
4. This tender in particular deals with the delivery of the packets to the vehicles owners residing within the District.
5. In case the addressee fails to receive the packet in first attempt, TCS will make 2<sup>nd</sup> attempt within 24 - 48 hours after receiving confirmation of availability of the owner of the vehicle.
6. The Courier Company must ensure that a Consignment note number /Tracking Number are issued against each packet.
7. TCS will ensure the delivery cycle completion maximum in 6 days.
8. The weight of one packet will be less than or equal to 200 gms.
9. The Excise & Taxation Department wants all their shpts to be manifested and delivered within the agreed time frame.
10. The Excise & Taxation Department also requires that the track records of these shpts is available for Six months and can be furnished upon request.
11. In addition to updating the status of the packets in the Courier Company's own information system, the Courier Company will also be required to update the status of the delivery of the packets in the Motor Transport Management Information System interface to update the status of the deliveries will be provided by the Courier Company.
12. Excise and Taxation will have their own representatives to have a close check on the inventory control system in order to safeguard against wrong delivery or the loss of any package.

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### SCHEDULE-C

#### Terms & Conditions as per Bidding Document

1. TCS will be responsible for providing the File Size (bigger than legal paper) envelope along with the allied material for packing.
2. The Excise & Taxation Department will offer its own premises to run the operations where TCS has to deploy its personnel and equipment at the designated premises.
3. Mobilization / Setup in Excise offices in all aspects, including Software, Hardware, Network, Internet etc, will be TCS's responsibility.
4. Concerned officers / officials of the district's Excise & Taxation offices are responsible for packing the shipments in envelopes and paste a postal address / sticker on it for its delivery.
5. TCS is required to collect the Documents from the District Excise offices of the Punjab (37 Motor Branches), under proper receiving/documentation. On opening of new branch of Excise & Taxation Department anywhere in Punjab, courier services will be carried out under the same agreement.
6. TCS is required to deliver the consignments / shipments on the addresses, marked on the envelopes.
7. The average weight of one packet / shipment will be upto 200 grams.
8. Shipment delivery on the mentioned address should be made in maximum of 3-4 Working Days, after its receipt from the respective Excise offices (Motor Branches).
9. In case of lost / damage of any shipment containing Vehicle Registration Documents, Excise and Taxation & TCS will support / coordinate each other for reconstruction of documents. The cost of reconstruction will be borne by TCS, which should not exceed Rs. 3,000/-.
10. TCS must provide Track and Trace facility (Software) and should be able to give the same service, training, software to the management of the district's Excise offices and an administrative access in the office of the Director General, Excise & Taxation Punjab.
11. TCS must ensure that an Air Way Bill Number (AWB #) / Tracking Number/Consignment note is issued against each packet.
12. TCS will establish a help desk and provide a dedicated helpline to facilitate/entertain queries related to MVR shipments.

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13. E&T Department will have their own representatives to have a close check on the inventory control system (Track and Trace) provided by TCS in order to safeguard against wrong delivery or the loss of any package.
14. TCS should have the experts who can design an error free bagging and sorting process.
15. TCS should be able to provide security to handle highly sensitive information and material.
16. The Track and trace System provided by TCS should have the maximum security to minimize information leakage.
17. The provided Track and Trace system should be able to hold all historical record in soft form for one year and in hard form for Six months only.
18. Payment to the TCS against the shipment delivery will be made on monthly basis, after verification and fulfillment of legal formalities.
19. The Track and Trace system of TCS should allow effective information sharing with other databases.
20. The packet will contain highly confidential and sensitive material therefore the Courier Company should have the confidence in taking responsibilities of 100% safe deliveries regardless of the quantity of packets.
21. The service provider should have a Customer Services Department which could liaison with the Excise & Taxation Department.
22. Failure to initiate / deliver services within the stipulated time period will invoke penalty as per the relevant clause of the Contract Agreement.
23. In case of address closed, wrong address or non-delivery of shipment, due to any other reason, TCS will make 2 attempts for its delivery within a week time and will return the shipment to the concerned authority of Excise with formal report of non-delivery of shipment.
24. TCS will provide a web portal authenticated by username/password to Excise & Taxation Department for tracking/delivery status of MVR Documents.



### SCHEDULE-D

#### Shipment Material

1. TCS will be responsible for providing the File Size (bigger than legal paper having minimum size 16.50 x 12 standard fiver size) envelope along with the allied material for packing.

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