

**BIDDING DOCUMENTS
FOR DISBURSEMENT OF ZAKAT
FUND THROUGH BRANCHLESS
BANKING, 2024**



BID FORM

Reference No. _____

Date: _____

To

The Administrator,
Zakat & Ushr Punjab,
Lahore.

SUB: BID FORM

Respected Sir,

Having examined the Bidding Documents, we undertake, if our bid is accepted, to disburse Zakat funds in accordance with the schedule agreed upon in contract and/or as notified /conveyed by the department from time to time.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening under terms & conditions and it shall remain binding upon us and may be accepted at any time before the expiry 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.

We understand that you are not bound to accept the bids you may receive. 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 shall be borne by us.

Name and address of bidder

Dated this day of 2024

Signature

(in the capacity of duly authorized to sign bid for and on behalf of.



TERMS AND CONDITIONS

A. INTRODUCTION

1. Zakat & Ushr Department is a department of Government of the Punjab. The department disburses Zakat funds for a number of benevolent purposes for the poor and deserving persons in accordance with Zakat laws. Zakat funds are being disbursed under various Zakat Programs.
2. In order for transparency/efficiency in disbursement of Zakat funds and for convenience of the beneficiaries, Zakat & Ushr Department disburses the Zakat funds through branchless banking. For the purpose, services of the financial institutions/banks/telecom companies which are engaged in branchless banking will be procured through open competitive tender under Punjab Procurement Rules 2014 (amended up to date). So, the financial institutions/banks/ telecom companies which have their outlets/franchises throughout the Punjab are encouraged to participate in the bidding process. Detail of approximate budget and heads for disbursement are as follows:

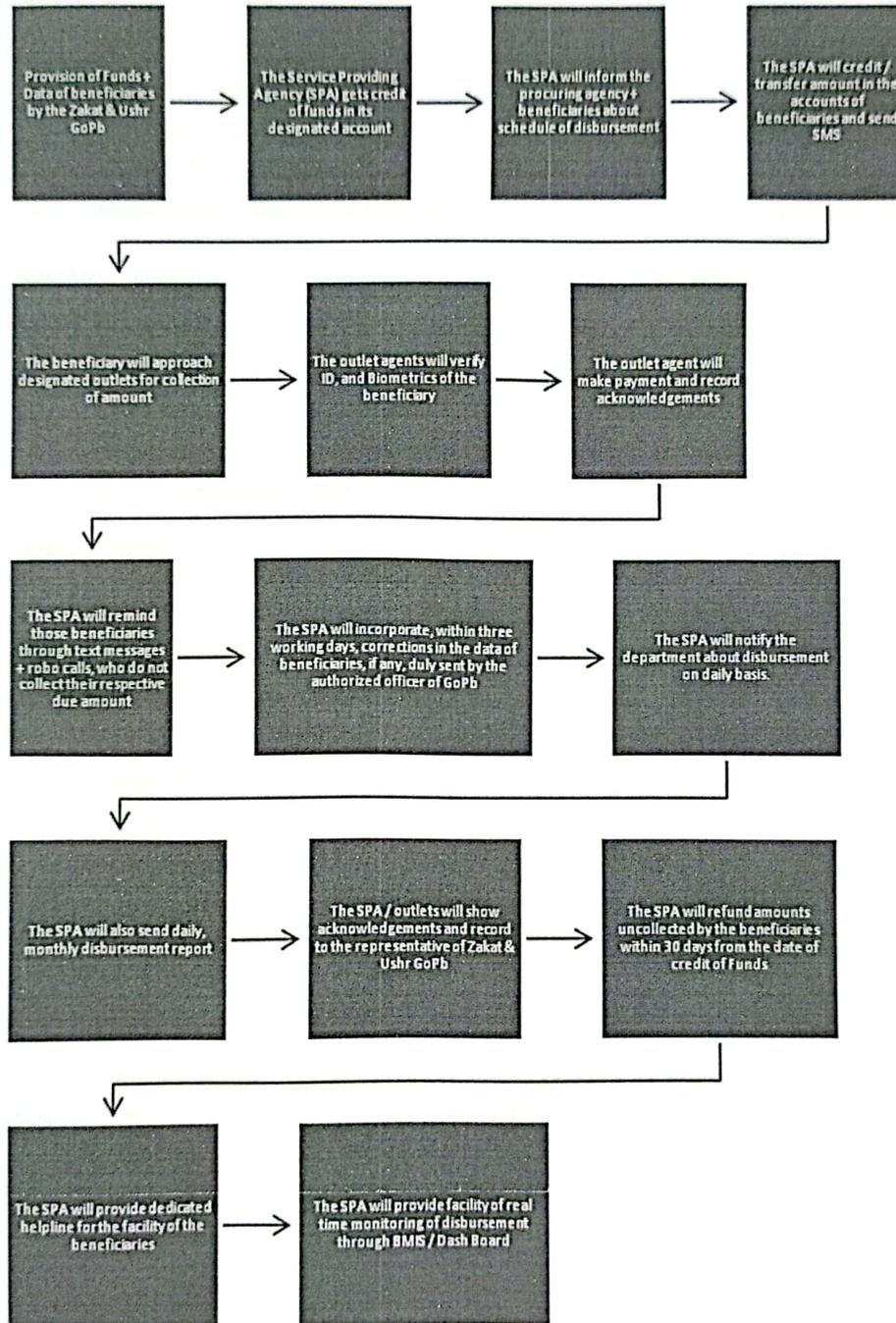
Sr. No.	Head	Approx. Annual Amount (Rs. In Millions)	Approx. No. of Beneficiaries per Annum	Current Rate	Expected Schedule of Payment
1	Guzara Allowance	3840	160000	Rs.1500/- per month per head	On biannual basis
2	Guzara Allowance for Blinds	255	8500	Rs.2000/- per month per head	On biannual basis
3	Guzara Allowance for Leprosy patients	1	23	Rs.1000 to 3000 per month per head	On biannual basis
4	Marriage Assistance	260.5	10420	25000 per beneficiary	One time

Note: Amount, rate, No. of beneficiaries, duration/timing of payment and heads of Zakat disbursement etc. are subject to change, addition or deletion on approval of competent forum.



B. PROPOSED DISBURSEMENT MECHANISM

Though bidder may also give their suggestions or proposed mechanism if any, following is the expected disbursement mechanism proposed by the Procuring Agency.



Note: Suggestions or proposals as submitted by the bidders on disbursement mechanisms will not be binding on the Procuring Agency, and decisions of the Procuring Agency will be final in this regard.

C. TIME LINE FOR START OF DISBURSEMENT OF FUNDS

The Service Providing Agency will start disbursement of funds amongst beneficiaries within seven days from the date of credit of funds by the Zakat & Ushr department.

D. INSTRUCTIONS TO THE BIDDERS

1. Any offer not received as per terms and conditions of the tender documents is liable to be ignored/ rejected. No offer shall be considered if;
 - i. received without certificates of registration of firm/company/institution with Sales Tax/Income Tax Department
 - ii. received without certificates of registration/incorporation/ starting business in Pakistan from concerned Govt. Department/Office/Body etc.
 - iii. received without certificate issued by State Bank of Pakistan authorizing bidders or agent of bidders to carry out business of branchless banking in Pakistan.
 - iv. received without earnest money/Call Deposit;
 - v. received after the time and date fixed for its receipt;
 - vi. any page of tender & supporting documents is unsigned;
 - vii. the offer is ambiguous;
 - viii. received without certificate on letter pad of firm/company/ institution that firm/company/financial Institution is not blacklisted, suspended by any Government Department or any court of law.
 - ix. If number of active outlets (retailers/ franchises) of the firm/ company/ institution submitting the tender are less than 25,000 in the Punjab and district wise PDF format list of these outlets/ retailers/ franchises along with name, complete address and contact number of each outlet/ retailer/ franchise is not attached.
2. Every firm shall deposit draft amounting to Rs.100,000/- (refundable) in favor of Administrator Zakat & Ushr, Punjab, Lahore as Call Deposit with the tender.
3. Both Technical and Financial bids will be received through E-Portal (EPADS). The closing date & time for submission of bids will be **12.11.2024 at 11:00 AM** The Technical bids will be opened on the same day at **11:30 AM** in the presence of representative of bidders who wish to attend in the office of the Administrator Zakat & Ushr Punjab. The CDR in original must be submitted in hard form in office of the Administrator Zakat & Ushr Punjab before the above mentioned closing date & time for submission of bids.
4. After evaluation of technical bids, financial bids of only those firms will be opened whose technical bids are accepted and found in accordance with the specification of the tender document.
5. The Procuring Agency reserves the rights to reject the bidding process under the PPRA Rules.



6. If work order issued during the validity period of the offer is not accepted and implemented by the bidder, earnest money/Call deposit shall be forfeited.
7. In case the offer is withdrawn, amended or revised by the bidder during the validity period of the offer, the earnest money/call deposit is liable to be forfeited.
8. The firm which shall win the contract award will have to deposit 01% of the contract amount as a performance guarantee in the form of bank draft within seven (07) days from the date of signing of the contract. The performance guarantee will be valid 30 days after the date of expiry / termination of the agreement, as the case may be.
9. Any erasing/cutting etc. appearing in the offer must be properly authenticated by the person signing the tender. Moreover, all pages of the tender must also be properly signed and stamped. Offer having overwriting and without authentication shall in no circumstances be accepted.
10. If considered necessary, the bidder will be required to make a presentation regarding the profile of the company, proposed methodology of disbursement etc.
11. Financial bids of only those firms will be opened which shall score at least 65% marks in the technical bid.
12. Bids shall be valid for a period of 120 days.
13. Contract shall be awarded to the bidder offering lowest rate in the financial bid.
14. The successful bidder shall be bound to start the disbursement of funds within 10 days from the date of signing of the Contract or as per instructions of the department.
15. Period of contract shall be three years which may be extended for a period of six months with mutual consent of parties on the same terms and conditions.
16. Relevant provisions of laws/rules/ procedures/notifications, etc shall be applicable.
17. Successful Bidder shall enter into written contract with the department as per specimen appended with these documents.

E. EVALUATION CRITERIA

a. TECHNICAL EVALUATION

Bidders shall provide following information for technical qualification/evaluation duly supported with documents.



- i. Experience of similar work/services undertaken before 30.06.2024 in connection with disbursement of public money through branchless banking. PDF format list of five assignments with volume of funds and attested copies of signed agreements must be uploaded through EPAD (PDF format). (10 scores for each assignment. Total scores 50).
- ii. Human Resource/Team members. Allocation of score for each bracket of ten (10) employees will be as under:

No. of employees	Score
Less than 10	0/25
10	5/25
20	10/25
30	15/25
40	20/25
50	25/25

(Total Scores 25 PDF Format list of employees having names, designation, start date, contact No. and E-mail should be uploaded through EPAD)

- iii. The financial statements i.e profit & Loss Account/income statement and balance sheet for last five years. (2.5 scores for each year profit and loss account/income statement; and 2.5 scores for each year balance sheet. Total scores 25). PDF Format authenticated profit & loss account / income statement and balance sheet should be uploaded through EPAD for last complete five years.

FINANCIAL BID

Single and unconditional rate (inclusive of all taxes / charges) should be expressed in terms of the percentage of the amount disbursed. Contract shall be awarded on the basis of lowest bid price only. Final rate should be expressed in words as well as in figures.



AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made at _____
on _____ day of _____ 2025

BETWEEN

Governor of the Punjab, acting through Administrator, Zakat and Ushr Punjab, Zakat and Ushr Department, Government of the Punjab (hereinafter referred to as "GoPb"), which expression shall, wherever the context so requires or permits, include the successors, legal representatives and permitted assigns

AND

M/s _____, a bank incorporated under the laws of Pakistan, acting through _____, having its registered office at _____ (hereinafter referred to as the "Bank"), which expression shall, wherever the context so requires or permits, include the successors, legal representatives and permitted assigns.

GoPb and the Bank shall hereinafter individually be referred to as "the party" and collectively as "the parties".

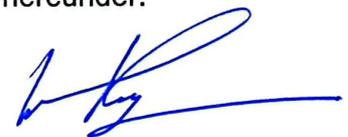
Whereas:

- (a) GoPb, through its Zakat and Ushr Department, is responsible for the disbursement of zakat funds to the deserving people of the Punjab.
- (b) The Bank is operating in Pakistan and has been issued a license by the State Bank of Pakistan to provide branchless banking services pursuant to the Branchless Banking Regulations.
- (c) GoPb, to procure the branchless banking services for disbursement of zakat funds to the deserving and eligible people of the Punjab (hereinafter referred to as the "Services"), floated a tender inviting financial institutions to show interest for provision of the Services. The Bank was declared successful after due process.
- (d) GoPb requested the Bank to perform the Services and the Bank having represented to GoPb that it has the requisite professional skills, expertise and technical resources, has agreed to provide the Services to GoPb in accordance with the terms and conditions of this Agreement.

Now, therefore, the parties agree as follows:



1. **Definitions:** The following words and expressions, unless the context requires otherwise, shall have the meanings ascribed hereto:
 - 1.1 **"Beneficiary"** means a deserving and eligible person to receive the zakat.
 - 1.2 **"Branchless Banking"** means the Branchless Banking as defined under the Branchless Banking Regulations for Financial Institutions issued by the Banking Policy and Regulations Department of State Bank of Pakistan, from time to time.
 - 1.3 **"Branchless Banking Account"** means an account of GoPb maintained with the Bank for purposes of this Agreement, in which credits and debits may be effected by virtue of electronic fund transfers and which is used to conduct Branchless Banking activities in accordance with the Branchless Banking Regulations.
 - 1.4 **"Branchless Banking Regulations"** means the Branchless Banking Regulations for Financial Institutions issued by the Banking Policy and Regulations Department of State Bank of Pakistan, from time to time and includes any other applicable rules, regulations and laws.
 - 1.5 **"Business Day"** means a day on which banks in the Islamic Republic of Pakistan are open for business.
 - 1.6 **"CNIC"** means a valid Computerized National Identity Card.
 - 1.7 **"Force Majeure"** means and includes an event which is beyond the reasonable control of a party, not foreseeable, unavoidable, and which makes a party's performance of obligations mentioned hereunder impossible or so impracticable as reasonably to be considered impossible in particular circumstances, and includes, but not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies; but, Force Majeure shall not include:
 - (a) any event, which is caused by the negligence or intentional action of a party or its agents or its employees;
 - (b) any event, which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of the Agreement, and avoid or overcome in the carrying out of its obligations hereunder; and
 - (c) insufficiency of funds to make any payment required hereunder.



1.8 "Services" bears the same meaning as provided in clause 2 of this Agreement.

1.9 "SMS" means the Short Message Service.

2. Scope of the Services:

2.1 The Bank shall, on receipt of the requisite funds and data of the beneficiaries from GoPb, disburse the amounts duly specified by GoPb among the beneficiaries through its branchless banking system whereby the beneficiaries shall be provided the facility by the Bank to collect their respective amounts from its authorized retailers, outlets or franchises.

2.2 Terms and Conditions:

The scope of the services under this Agreement shall be subject to the following terms and conditions:

- (a) GoPb shall provide the requisite funds and data of the beneficiaries to the Bank;
- (b) the Bank shall get credit of the funds provided by GoPb in the Branchless Banking Account and shall commence disbursement within seven (07) days from the date of credit of the funds;
- (c) the Bank shall notify GoPb as well as beneficiaries about the commencement of the disbursement;
- (d) the Bank shall transfer amount on the beneficiary's account with the Bank and shall send text messages to their given mobile numbers;
- (e) the beneficiaries shall approach the designated outlets for collection of funds and the outlet agents shall, after verification of CNIC and biometrics of the beneficiaries, make payment to them and record acknowledgments thereof;
- (f) the Bank shall notify and inform GoPb regarding the disbursed amount on daily basis in addition to a monthly disbursement report to be sent to GoPb before the fifth (5th) of every month;
- (g) the Bank and its outlet agents shall, on demand of the authorized representatives of GoPb, be liable to show acknowledgments of the disbursed amounts; and
- (h) the Bank shall be responsible to refund the amounts not collected by the beneficiaries within thirty (30) days from the date of credit of the respective amount on the basis of instructions received from GoPb.



3. Role and Responsibilities of the Bank:

3.1 The Bank shall:

- (a) open and maintain a branchless banking account with the title of "Zakat and Ushr GoPb" for purposes of this Agreement after obtaining the required information and documentation from GoPb in which credits and debits pertaining to the funds provided by GoPb may be effected by virtue of electronic fund transfers;
- (b) in accordance with the specifications provided by GoPb, arrange payments to the beneficiaries from their nearest outlet and franchise (within a radius of ten (10) kilometers) within seven (7) days from the date of credit of funds into the Branchless Banking Account (**List of the authorized retailers, outlets and franchises is attached at Appendix-I**);
- (c) provide transaction identity to each beneficiary for each transaction enabling them to collect their payment from the authorized retailers, outlet agents or franchises;
- (d) arrange biometric verification of the beneficiary before making each payment to prevent the making of any transaction to the wrong person other than the real beneficiary;
- (e) instruct its authorized retailers, outlet agents and franchises regarding the procedures of disbursement of amounts to the beneficiaries so that the process of disbursement may not be hampered;
- (f) generate and send confirmation SMSs to the beneficiaries as to the receipt of the amount;
- (g) incorporate, within three (03) working days, corrections in the data of beneficiaries, if any, duly sent by the authorized officers of GoPb;
- (h) provide the facility of real-time dashboard within sixty (60) days from the date of execution of this Agreement **and integrate it with portal / dashboard of GoPb for real time** monitoring of transactions occurring time to time;
- (i) remind those beneficiaries through SMSs and robocalls, who do not collect their respective due amount from the outlet agents or franchises after every (07) seven days, and refund the un-disbursed amount, if any, pertaining to the said beneficiaries within thirty (30) days from the date of credit of the respective amount, or may, on the request of GoPb, retain such amount for further period as desired by GoPb for disbursement to the respective beneficiary;



- (j) provide a toll-free helpline for all landline and mobile numbers of all networks for facility of the beneficiaries;
- (k) provide to GoPb daily, monthly and annual reports of transactions through print and electronic mail in the mutually agreed format;
- (l) facilitate the inspection and audit to be done by the designated officers of GoPb or, as the case may be, by any competent forum;
- (m) on the direction of GoPb, enquire into the matter and take strict action against those of its agents, who are found involved in misappropriation, embezzlement, and violating any applicable laws pertaining to the disbursement of amounts, in addition to any other legal action against them;
- (n) be liable, in case of embezzlement or misappropriation, for recovery of the embezzled amount; and
- (o) educate the beneficiaries with respect to the matters set forth in this Agreement.

3.2 If the Bank or its agent fails to perform, or causes delay in performance of any of its obligations under this Agreement, or violates any of the provisions of this Agreement, or commits breach of any of the terms and conditions of this Agreement, or misappropriates the zakat funds in any manner against the mandates of this Agreement, GoPb may, without prejudice to any other right of action or remedy it may have by law, confiscate the amount of performance guarantee deposited by the Bank in addition to recovery of embezzled or misappropriated amount along with the imposition of fine, which may extend to ten (10) million rupees.

4. Role and Responsibilities of GoPb:

4.1 GoPb shall:

- (a) ensure provision of the requisite funds in the Branchless Banking Account prior to each disbursement;
- (b) provide complete data of the beneficiaries to the Bank and volume of the amount to be disbursed to each beneficiary;
- (c) educate the beneficiaries with respect to the matters set forth in this Agreement; and
- (d) exercise its right to take legal action, if the Bank or its agents fail to perform its obligations on account of any misappropriation or embezzlement committed by the Bank or any of its agents.



5. Payment of Charges:

GoPb shall pay to the Bank the services charges at the rate of ____% of the disbursed amount out of the zakat funds. The Bank shall not charge any services charges from the beneficiaries.

6. Intellectual Property:

Nothing contained in this Agreement shall or shall be construed to transfer any intellectual property rights of the Bank or its licensors in any product, software or other item to GoPb and *vice versa*. All such intellectual property rights shall at all times remain vested in its owner or, as the case may be, its licensors.

7. Governing Law:

This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

8. Duration:

This Agreement shall become effective from the date of its execution and shall remain valid for a period of three years unless terminated earlier pursuant to clause 19 of this Agreement.

9. Compliance with Branchless Banking Regulations:

The parties agree that the Services to be provided by the Bank hereunder shall always be provided within the limitations of and in accordance with the Branchless Banking Regulations.

10. Notices:

10.1 Any notice under this Agreement shall be in writing and may be served by personal delivery, first-class post, facsimile, or electronic mail to the addresses set out below, or such other address as each party may notify in writing to the other from time to time.

10.2 Any notices so given shall be deemed to have been received on the next business day following the date it was personally delivered and if mailed, on the fifth business day following the date of posting and if sent by facsimile or electronic mail, on written confirmation from the other party of receipt of the notice through the same medium on which the notice was sent.

For GoPb:

Name: Administrator Zakat and Ushr Punjab,



Address: _____

Fax: _____
Cell: _____
Email: _____

For the Bank:

Name: _____
Address: _____

Fax: _____
Cell: _____
Email: _____

11. Amendment:

This Agreement shall not be amended or supplemented except by written instrument duly executed by the parties. All amendments shall form part of this Agreement.

12. Entire Agreement:

This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters and supersedes all prior agreements whether express or implied.

13. Relationship of parties:

The relationship created herein does not constitute any partnership between the parties and this Agreement does not empower either party to be the legal representative or agent of the other for any purpose whatsoever. The parties shall have no right or authority to assume, create or incur any liability or obligation of any kind, whether express or implied, against or in the name of or on behalf of each other except as may be otherwise agreed on in writing between the parties.

14. Counterparts:

This Agreement may be executed in two or more counterparts, any or all of which shall constitute the same instrument.



15. Taxation:

Each party shall strictly adhere to the provisions of the applicable income tax laws and shall be responsible for payment of all applicable taxes, duties, levies, surcharges payable by it including but not limited to the making of any withholding or direct or indirect taxes and payment of any income tax on its income. If a party believes that it should be exempted from the application and collection of certain taxes, it shall provide the party making the payment with an appropriately completed valid tax exemption certificate or other evidence acceptable to a party that such party is not subject to such taxes.

16. Bidding Documents:

The bidding documents shall form part of this Agreement and in case of any conflict between the provisions of this Agreement and that of the bidding documents, this Agreement shall prevail.

17. Force Majeure:

A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case, not later than fourteen days following the occurrence of such event, shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of the normal conditions as soon as possible. Neither GoPb nor shall the Bank be deemed to have committed a breach of this Agreement if the performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective date.

18. Dispute Resolution:

- 18.1 All disputes, controversies or differences of opinion which may arise between the parties in respect of this Agreement shall, at first, be settled amicably through mutual consultation by the parties.
- 18.2 If any dispute, controversy or difference of opinion is not resolved within thirty days from the commencement of mutual consultation, the parties shall refer such disputes to Secretary, Government of the Punjab, Zakat and Ushr Department who after hearing the parties shall decide such disputes through a speaking order.
- 18.3 The decision of the Secretary, Government of the Punjab, Zakat and Ushr Department shall be final and binding upon parties. The decision shall not be called in question before any court or other authority.



19. Termination:

19.1 This Agreement may be terminated by either party in the event that the other party materially breaches any representation, warranty or covenant made by it under this Agreement provided that the non-breaching party has given to the breaching party a notice specifying the breach and requiring the breaching party to remedy the same within ten (10) days and when the breaching party has failed to do so within a period of fifteen (15) days.

19.2 This Agreement may be terminated by either party in the event that either party is unable, as a result of Force Majeure, to perform a material portion of its obligations under this Agreement for a period of not less than thirty (30) days.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month, and year first above written.

FOR AND ON BEHALF OF GOPB

FOR AND ON BEHALF OF THE BANK

WITNESSES:

1. _____

2. _____



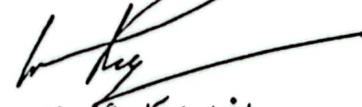
محکمہ زکوٰۃ و شہادتی حکومت پنجاب لاہور

ٹینڈر نوٹس

محکمہ زکوٰۃ و شہادتی پنجاب کو زکوٰۃ فنڈ کی تقسیم کے لئے پروڈورمنٹ ریگولیشنز اتھارٹی حکومت پنجاب کے E-Procurement Portal (EPADS) پر رجسٹرڈ Telecom Companies / Financial Institutions / Banks جو برانچ لیس موبائل بینکنگ میں ڈیل کرتی ہیں: سے ٹینڈر بذریعہ E-Procurement Portal (EPADS) مطلوب ہیں۔

درج بالا کام کے لئے تفصیلی ٹینڈر فارم پروکیورمنٹ ریگولیشنز اتھارٹی حکومت پنجاب کے E-Procurement Portal (EPADS) ، ویب سائٹ ppra.punjab.gov.pk اور محکمہ زکوٰۃ و شہادتی پنجاب کی ویب سائٹ www.zakat.punjab.gov.pk سے ڈاؤن لوڈ کئے جاسکتے ہیں۔ بولیاں مورخہ 12 نومبر 2024 بوقت دن 11:00 بجے تک بذریعہ E-Procurement Portal (EPADS) جمع کروائی جاسکتی ہیں۔ جو کہ زبردستی کے دفتر میں اسی دن بولی دہندگان کی موجودگی میں دن 11:30 بجے کھولی جائے گی۔ نیز بولی میں حصہ لینے والی کمپنیاں / فرمیں ادارے زرخمانت مبلغ -/100,000 روپے بطور سیورٹی (قابل واپس) (CDR) مورخہ 12 نومبر 2024 بوقت دن 11:00 بجے تک جمع کروانے کی پابند ہوں گی۔

مجاز اتھارٹی پنجاب پروکیورمنٹ رولز 2014 کے مطابق تمام بولیاں مسترد کرنے کی مجاز ہے۔


ایڈمنسٹریٹرز زکوٰۃ و شہادتی پنجاب

2- کورٹ سٹریٹ لوئر مال لاہور

فون آفس 042-99210697

ای میل azpunjab@gmail.com