Standard Bidding Document

Request for Proposal for Development of AI Based Markaz CRM for IT Industry
(Non-Consultancy Services)

National

Single Stage-Two Envelope

November 27, 2026

Pakistan Software Export Board (Pakistan Software Export Board),Manager Procurement
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Software Export Board (Pakistan Software Export Board)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Software Export Board (Pakistan Software Export Board)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Request for Proposal for Development of AI Based Markaz CRM for IT Industry**" with the reference of **"P166467"**

2. The **Pakistan Software Export Board (Pakistan Software Export Board)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/166467**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, December 17, 2026 03:00 PM**. E-bids will be opened on the same day at **Thursday, December 17, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**.

A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government’s minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 16. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices 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, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**,

denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Software Export Board (Pakistan Software Export Board)**

The subject of procurement is: **Request for Proposal for Development of AI Based Markaz CRM for IT Industry**

Expected commencement date: **Sunday, January 31, 2027**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P166467**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, December 14, 2026
Pre-Bid Meeting: Thursday, December 10, 2026 03:00 PM
Venue: Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.
Meeting Link: https://us06web.zoom.us/j/88601530906?pwd=eMP5O4UgdjZMp0bbrMCW398xc1zaPH.1

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Software Export Board (Pakistan Software Export Board)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **Pakistan Software Export Board**
The Bid Security shall be in the form of: **Pay Order, Bank Guarantee, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, December 17, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Thursday***

Date: ***Thursday, December 17, 2026***

Time *: **03:30 PM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Firm / company legally registered in Pakistan Evidence Required: Certificate of Incorporation from SECP, or registration certificate from Registrar of Firms along with partnership deed.	Yes
Valid income tax registration and appearance on FBR Active Taxpayers List (Income Tax). Evidence Required: VCopy of NTN certificate and ATL verification printout	Yes
Valid sales tax on services registration Evidence Required: Registration certificate from FBR (ICT) / PRA / SRB / KPRA / BRA, as applicable, with active status	Yes
Bidder is not blacklisted / debarred Document Required: Copies of Purchase Orders / contracts and completion / satisfactory performance certificates, listed in the format at Annex-D.	Yes
Bid Security as per Clause 12.6 Scanned copy on EPADS and original delivered before the deadline.	Yes

Integrity Pact and Beneficial Ownership disclosure, as required under the Rules Signed Integrity Pact (Annex-I) and Beneficial Ownership form (Annex-J).	Yes
No consortium / JV; no conflict of interest. Document Required: Undertaking on company letterhead (included in Bid Form, Annex-B).	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**70**
Technical Evaluation Criteria	
Firm’s years in business 1 mark for each completed year from the date of incorporation / registration until the bid submission deadline, up to a maximum of 10 marks. Documentary Evidence Required: SECP Certificate of Incorporation or Registrar of Firms certificate (Qualitative)(Doc Required)	10
Financial strength Average annual turnover of the last three (3) audited financial years Audited financial statements of the last three (3) financial years, audited by an ICAP-registered / QCR-rated chartered accountant firm. If the audit for FY 2025-26 is not completed by the bid deadline, the three most recent audited years shall be submitted. Copies of income tax returns for the same years. (Qualitative)(Doc Required) PKR 50 million or above **(10)** PKR 30 million to below 50 million **(7)** PKR 20 million to below 30 million = 5 marks **(5)**	10

Relevant project experience 4 marks for each similar project (as defined in M5) completed in the last five (5) years, up to a maximum of five (5) projects. Only one project per client shall be counted. Projects counted for M5 are also eligible for scoring For each project: Purchase Order / contract, completion or satisfactory performance certificate, and client point-ofcontact (name, designation, phone, e-mail) in the format at Annex-D. Complete 100% (4.0) PO/contract + completion certificate + full client contact details (name, designation, contact number, e-mail) Contact details incomplete 70% (2.8) PO/contract + completion certificate, but contact number or email missing Completion not evidenced 40% (1.6) PO/contract only, no completion certificate Not evidenced 0% No PO/contract, not a similar project, or outside the last 5 years (Qualitative)(Doc Required)	20
Key personnel (proposed for this project and currently on the bidder’s payroll) Project Manager – degree in CS / IT / Engineering, PMP / PRINCE2 certification and minimum 5 years’ experience: 3 marks AI / NLP / LLM Engineers (2) – minimum 3 years’ experience each, including Urdu / multilingual NLP: 2 marks each (4) Voice / Telephony Engineer (STT / TTS / IVR / SIP) – minimum 3 years’ experience: 2 marks Full-stack / Integration Developers (3) – minimum 3 years’ experience each: 1 mark each (3) QA / Test Engineer – minimum 2 years’ experience: 1.5 marks DevOps / Information Security Engineer – minimum 3 years’ experience: 1.5 marks CV in the format at Annex-E signed by the individual; copies of degrees and certifications; proof of employment for at least six (6) months (appointment letter and EOBI / PESSI / payroll record). Marks shall be awarded only where the minimum qualification and experience are met; one individual shall be counted against one role only. Complete 100% Qualification and experience met + signed CV in the Annex-E format + degree/certificate copies + 6 months’ proof of employment Minor documentary gap 70% All of the above proven, but the CV is unsigned, in the wrong format, or missing contact number/e-mail Employment not evidenced 40% Qualification and experience proven, but proof of employment is missing or under 6 months Not met 0% No CV, or the minimum qualification, certification or experience is not met (Qualitative)(Doc Required)	15

Approach, methodology and proposed solution Understanding of scope and completeness of the Compliance Matrix: 5 marks Solution architecture covering AI Chatbot, Virtual Assistant, Voice Facilitation Desk, Ticket Generation, Email Automation and Unified Dashboard: 8 marks Knowledge Base Platform and integration with existing PSEB portal / CRM: 4 marks Security, data protection, VAPT approach and hosting / deployment plan: 4 marks Work plan and implementation timeline with milestones and resource allocation: 4 marks Documentary Evidence Required: Technical proposal, solution architecture diagram, integration approach, security plan and work plan / Gantt chart (MS Project or equivalent tool). Scored on the grading scale below. Fully meets 100% All requirements addressed in detail, with a clear, specific and practicable approach. Largely meets 70% Most requirements addressed; minor gaps or generic content. Partially meets 40% Some requirements addressed; significant gaps. Not addressed 0% Requirement not addressed or not demonstrated (Qualitative)(Doc Required)	25
Training, knowledge transfer and support 10 Training plan for PSEB staff: modules, duration, schedule and trainers: 4 marks Technical documentation and user manuals: 2 marks 24/7 support model, response / resolution times and escalation matrix: 4 marks Training plan with schedule, sample user manual / technical documentation, and proposed SLA / support model. Scored on the grading scale below. Fully meets 100% All requirements addressed in detail, with a clear, specific and practicable approach. Largely meets 70% Most requirements addressed; minor gaps or generic content. Partially meets 40% Some requirements addressed; significant gaps. Not addressed 0% Requirement not addressed or not demonstrated (Qualitative)(Doc Required)	10

Live demonstration of solution Working AI chatbot handling queries in Urdu and English: 4 marks AI voice call handling (STT / TTS) with transfer to a human agent: 3 marks Ticket generation, routing, escalation and dashboard / reporting: 3 marks Live demonstration of the bidder’s existing product / platform as per Clause 13.3. Score shall be the average of the scores given by individual evaluation committee members. Fully meets 100% All requirements addressed in detail, with a clear, specific and practicable approach. Largely meets 70% Most requirements addressed; minor gaps or generic content. Partially meets 40% Some requirements addressed; significant gaps. Not addressed 0% Requirement not addressed or not demonstrated. Note: All bidders meeting the mandatory criteria shall be invited in writing, to give a live demonstration followed by questions from the evaluation committee. The demonstration shall be of the bidder’s existing working product / platform and shall cover the items listed. The demonstration is for evaluation only; no change to the technical or financial proposal shall be permitted. Proceedings shall be recorded in minutes signed by the committee. A bidder failing to appear for the demonstration shall be awarded zero marks. (Qualitative)(Doc Required)	10

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
AI-based Markaz of PSEB to provide first-level support to clients of the IT industry	**Address:** Plot No.61, Jinnah Avenue6th Floor, New State life Building, Blue Area, Islamabad. **Schedule:** The bidder shall mobilize within fifteen (15) days of issuance of the Purchase Order / signing of contract **Quantity:** 1/job	1/job	100000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: AI-based Markaz of PSEB to provide first-level support to clients of the IT industry

Specifications / Requirements:

The AI-based Markaz of PSEB will provide first-level support to clients of the IT industry. The Markaz dashboard will guide companies, call centres and freelancers through processes such as registration and will address queries related to various departments, including Skills & Capacity Building and Infrastructure, based on a predefined FAQ and knowledge base. The Markaz will function as a unified platform to receive queries from all communication channels and will automatically generate tickets where issues are not resolved at Level-1. In accordance with the defined workflow, tickets will be created and routed based on the specified escalation levels within the system. Level-1 (L1) support of the PSEB Markaz / Facilitation Desk shall be fully automated using Artificial Intelligence, with minimal or no human intervention. The system must: Automate facilitation desk operations using AI technologies; Provide a centralized dashboard for all client services; Enhance customer experience through chatbot and AI assistant; Improve response time and operational efficiency; and Enable data-driven decision-making through analytics.

Scope of Work

Introduction

Pakistan Software Export Board (PSEB) is responsible for facilitating and promoting the IT and IT-enabled services sector of Pakistan. PSEB provides various services to IT companies, freelancers and call centres, including registration, facilitation, support services and information dissemination.

The purpose of this RFP is to invite proposals from eligible firms for the design, development, deployment and maintenance of an AI-based Markaz / Facilitation Desk Automated System. The solution will provide a unified, intelligent platform for delivering facilitation services to clients of the IT industry.

2. Objective

The AI-based Markaz of PSEB will provide first-level support to clients of the IT industry. The Markaz dashboard will guide companies, call centres and freelancers through processes such as registration and will address queries related to various departments, including Skills & Capacity Building and Infrastructure, based on a predefined FAQ and knowledge base.

The Markaz will function as a unified platform to receive queries from all communication channels and will automatically generate tickets where issues are not resolved at Level-1. In accordance with the defined workflow, tickets will be created and routed based on the specified escalation levels within the system.

Level-1 (L1) support of the PSEB Markaz / Facilitation Desk shall be fully automated using Artificial Intelligence, with minimal or no human intervention. The system must:

- Automate facilitation desk operations using AI technologies;
- Provide a centralized dashboard for all client services;
- Enhance customer experience through chatbot and AI assistant;
- Improve response time and operational efficiency; and
- Enable data-driven decision-making through analytics.

3. Scope of Work

The selected bidder shall provide an end-to-end solution based on the components and workflow described below. All components listed in this Clause are mandatory unless expressly stated otherwise.

I. AI-Based Chatbot

- 24/7 automated support for Level-1 queries.
- Natural Language Processing (NLP) based interaction.
- Multilingual support (English, Urdu and Roman Urdu).
- Integration with PSEB website and mobile platforms.
- Escalation to human agents when required.

II. AI-Based Virtual Assistant

- Intelligent query handling and recommendations.
- Context-aware responses using historical data.
- Voice and text-based interaction capability.
- Workflow automation for routine processes.

AI-Based Voice Facilitation Desk

- AI-powered voice assistant capable of answering incoming customer calls in English and Urdu.
- Ability to understand customer queries using Speech-to-Text (STT) and respond using Text-to-Speech (TTS).
- Automatic transfer of calls to human agents when required.
- Automatic call recording and transcription.

IV. AI-Based Ticket Generation

- Automatic ticket generation and intelligent routing.
- If the AI is unable to resolve a query or the customer requests human assistance, the system shall automatically generate a support ticket, assign a unique Ticket ID, categorize and prioritize the request, and route it to the appropriate support team.

V. AI-Based Email Automation

- The solution shall automatically receive customer emails, generate AI-assisted responses based on the Knowledge Base, create support tickets when required, and route unresolved cases to the relevant support team.

VI. Unified Dashboard

- Centralized interface for all services.
- Ticketing system for issue tracking.
- Role-based access control.
- Real-time monitoring and alerts.

VII. WhatsApp Communication Channel Integration (Optional Item – to be priced separately)

Bidders shall quote a separate price for this item in the Price Schedule (Annex-A). The price of this item will be included in the Evaluated Bid Price (Clause 13.4); however, PSEB may at its sole discretion decide whether or not to procure this item at the time of award or at any time during the contract period at the quoted price.

- Integration with the official WhatsApp Business API.
- Send / receive customer queries.
- Auto-response / chatbot support.
- Complaint / query creation via WhatsApp.
- Message logging and tracking.
- Integration with the CRM dashboard.

VIII. Knowledge Base Management Platform

- The bidder shall develop and maintain a knowledge base repository containing FAQs (initially provided by PSEB), service procedures, call centre support information / workflows, and policy guidelines as provided by PSEB.
- Mechanism for real-time updates by authorized PSEB users.

The knowledge base platform shall be accessible to PSEB employees / call centre agents, chatbot systems and PSEB administrators.

IX. Omni-channel Customer Support

 The solution shall provide a unified customer experience across voice calls, website chat, email, mobile applications and (if procured under item VII) WhatsApp, with all customer interactions consolidated into a single dashboard and ticket history.

 The cost of all third-party tools / services (e.g., email, SMS, telephony / SIP, AI / LLM API usage, speech services) required to operate the solution shall be borne by the bidder and quoted in the Price Schedule (Annex-A) on the basis of the volumes given in Clause 10.

X. Post-Implementation Support

 The bidder shall provide comprehensive post-implementation support, including preventive and corrective maintenance, bug fixes, security updates, patches and software upgrades during the contract period, in accordance with the Service Level Agreement (Clause 17.3).

4. Automated Procedure of PSEB Markaz

a. User Registration & Login: New users register by providing required details and complete OTPbased authentication. Existing users log in using email/phone and password (with password recovery option).

b. User Selection & Query Submission: After login, the user selects category / department (Company / Freelancer / Call Centre) and submits a query through the unified dashboard or any integrated channel.

c. Level-1 (AI Markaz – Fully Automated Handling): The AI-based Markaz analyses user queries using the knowledge base and FAQs. An AI-powered chatbot and virtual assistant will handle customer queries and attempt to resolve them instantly through automated responses or guided assistance.

d. Auto Ticket Generation (if not resolved): If the query is not resolved at Level-1, the system will automatically forward the query to a call centre agent at Level-2 or generate a ticket with a unique Ticket ID. Query details, user information and category are recorded.

e. Email Notification & Logging: An automated email with ticket details is sent to the user and to Level-2 support. The case is logged in the system for tracking.

f. Escalation to Facilitation Desk (L1 Monitoring): The ticket is routed to the Markaz / Facilitation Desk for monitoring and further processing.
g. Escalation to Level-2 / Level-3: Based on the nature of the issue, the system automatically assigns the ticket to the relevant Level-2 or Level-3 team, which reviews and responds to the query.
h. Escalation to Level-4 (if required): If the issue remains unresolved, it is escalated to Level-4 (specialized / external authority).
i. Resolution & Closure: Once resolved at any level, the system updates the status to “Resolved / Closed”, the user is notified and the case is closed.
5. Integration with Existing PSEB Portal / CRM
The proposed solution shall be seamlessly integrated with PSEB’s existing portal (Tech Destination Pakistan). The bidder shall ensure complete integration with existing databases, applications and APIs for real-time data retrieval, data exchange and service delivery. All customer interactions, tickets and related

provide the necessary API documentation / access to the successful bidder after signing of a Non-Disclosure Agreement.
6. Reporting and Analytics
- Real-time dashboards.
- Performance metrics (SLA compliance, response time, resolution rate, first-contact resolution, AI containment rate).
- AI-driven insights and trend analysis.
- Scheduled and ad-hoc reports exportable in Excel / PDF.

7. Security, Data Protection and Compliance
- The bidder shall conduct a Vulnerability Assessment and Penetration Test (VAPT) through an independent qualified party prior to production deployment, remediate all identified Critical and High severity vulnerabilities, and share the VAPT and closure reports with PSEB. VAPT shall be repeated annually during the support period.
- All PSEB / customer data shall remain the property of PSEB and shall not be used, shared,

transferred, or used for training external AI models without prior written approval of PSEB.

- Data shall be encrypted in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent).
- Role-based access, multi-factor authentication for administrative users, and complete audit trails.
- All data shall be stored and processed within Pakistan, in line with the Federal Government's Cloud policy and data classification requirements. Where any external AI / LLM service is proposed, the bidder shall disclose the provider, hosting location and data-handling terms in its technical proposal.
- Compliance with applicable laws of Pakistan, including the Prevention of Electronic Crimes Act, 2016, and any data protection law / regulations in force during the contract period.

8. Deployment Model and Hosting

- The solution shall be deployed on PSEB's existing local cloud-based hosting environment of the Tech Destination Pakistan portal. [PSEB to specify the hosting environment, available compute / storage resources, and whether any additional infrastructure is to be provided by the bidder.]
- Separate development / staging and production environments shall be maintained.

9. Training and Support

- User training sessions for designated PSEB staff and call centre agents.
- Administrator / technical training covering configuration, knowledge-base management, reporting and basic troubleshooting.
- Complete technical documentation, user manuals and training materials.
- 24/7 support and maintenance in accordance with the SLA (Clause 17.3).

Technical Requirements

10.1 Expected Volumes and Capacity

Bidders shall size and price their solution, including third-party / usage charges, on the basis of the following volumes.

Parameter	Requirement
Expected registered users (companies, freelancers, call centres)	65K
Concurrent chat sessions (minimum)	5 minutes aprox
Concurrent AI voice calls (minimum)	1 to 5 minutes
Expected inbound calls per month	1400
Expected chats / messages per month	1800 to 4000
Expected emails per month	1600
Number of PSEB / agent users (Level-2 to Level-4)	5
Existing telephony setup (UAN / PRI / SIP) to be integrated	Yes

1.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

1.1. Functional and Non-Functional Requirements

Area	Requirement
Availability	Minimum 99.5% monthly uptime, excluding pre-approved planned maintenance.
Performance	Chatbot response time not exceeding 3 seconds for 95% of queries under the volumes in Clause 10.1.
Languages	English, Urdu and Roman Urdu for text; English and Urdu for voice (STT / TTS).
AI accuracy and control	Responses shall be grounded in the PSEB knowledge base; the system shall hand over to a human agent / create a ticket where confidence is low; answers shall not be generated outside approved content.
Integration	RESTful APIs; integration with existing PSEB portal, databases, email and telephony.

Area	Requirement

Access channels	Web (responsive), mobile platforms, voice, email and (optional) WhatsApp.
Security	As per Clause 7; audit logs retained for at least [1 year].
Backup & recovery	Daily backups; Recovery Point Objective (RPO) ≤ 24 hours; Recovery Time Objective (RTO) ≤ 4 hours.
Scalability	Ability to scale to at least twice the volumes in Clause 10.1 without re-architecture.
Licensing	All software licences required to operate the solution for the full contract period shall be included in the bid price and issued in the name of PSEB. All open-source components shall be disclosed.

1.

Attaur Rehman

AssistantManager(Procurement)

18November202602:07:53PM

Deliverables and Implementation Timeline

Milestone	Deliverables	Timeline (from date of contract / PO)
M1	Inception: Software Requirements Specification (SRS), system design & architecture, detailed project plan	[4 weeks]
M2	Development, configuration and integration with existing PSEB systems; knowledge base set-up	[12 weeks]
M3	User Acceptance Testing (UAT) sign-off; VAPT and closure of Critical / High findings	[16 weeks]
M4	Production go-live; user and administrator training; user manuals, technical documentation and source code handover	[18 weeks]

M5	Stabilization / hypercare period of three (3) months after go-live; maintenance and support plan	Go-live + 3 months

The bidder shall mobilize within fifteen (15) days of issuance of the Purchase Order / signing of contract.

Brief Description

Evaluation Criteria
The evaluation shall be carried out strictly in accordance with the criteria below. No criterion not stated in this RFP shall be applied. Weightage: Technical Proposal = 70%; Financial Proposal = 30%.
13.1 Mandatory (Eligibility) Criteria – Pass / Fail
A bidder failing any of the following criteria shall be declared non-responsive and shall not be evaluated further.

Technical Evaluation Criteria – Scored (Maximum 100 Marks)
Minimum qualifying technical score: 70 marks out of 100. Only claims supported by the documentary evidence specified below shall be considered. PSEB reserves the right to verify any claim with the issuing party / client.

inancial Evaluation
a. Financial Proposals of only technically qualified bidders (score of 70 or above) shall be opened.
b. The Evaluated Bid Price shall be the total of items A to E in the Price Schedule (Annex-A), i.e., development, support & maintenance for Years 1 to 5 (including the two optional extension years), third-party / usage charges, and the WhatsApp integration item, inclusive of all taxes.

c. Financial score (out of 30) = (Lowest Evaluated Bid Price ÷ Evaluated Bid Price of the bidder) × 30.

13.5 Combined Evaluation and Most Advantageous Bid

a. Technical score (out of 70) = (Technical marks obtained ÷ 100) × 70.

b. Total score = Technical score (out of 70) + Financial score (out of 30).

c. The bidder obtaining the highest total score shall be declared the Most Advantageous Bidder. In case of a tie, the bidder with the higher technical score shall be preferred

General Terms and Conditions of Contract

17.1 Contract and Duration

A contract and Service Level Agreement shall be signed with the successful bidder. The initial support & maintenance period shall be three (3) years from go-live, extendable by up to two (2) further years on a yearly basis, subject to satisfactory performance and mutual agreement, at the prices quoted for Years 4 and 5 in Annex-A.

17.2 Execution Schedule and Liquidated Damages

The bidder shall mobilize within fifteen (15) days of issuance of the Purchase Order and complete the milestones as per Clause 11. For delay in any milestone attributable to the bidder, liquidated damages at the rate of [0.1%] of the development cost per day of delay shall be deducted, subject to a maximum of [10%] of the development cost. Where the maximum is reached, PSEB may terminate the contract for default.

Service Level Agreement

Severity	Definition	Response Time	Resolution Time

Severity 1	System or a critical channel down / data security incident	30 minutes	4 hours
Severity 2	Major function impaired; workaround not available	1 hour	8 hours
Severity 3	Minor function impaired; workaround available	4 hours	2 working days

Severity	**Definition**	**Response Time**	**Resolution Time**
Severity 4	Service request / change / information	1 working day	5 working days

For monthly availability below 99.5%, or failure to meet resolution times, a penalty of [x]% of the quarterly support & maintenance fee shall be deducted for each breach, subject to a maximum of [10]% of the quarterly fee. The final SLA shall be signed with the successful bidder.

Intellectual Property and Source Code

All deliverables, custom-developed source code, configurations, documentation and data developed under the contract shall be the property of PSEB. Complete source code, deployment scripts and documentation shall be handed over at go-live and upon each major release. For any pre-existing or third-party component, the bidder shall grant PSEB a perpetual, irrevocable, royalty-free licence to use it for the purposes of this solution.

Confidentiality and Data

The bidder shall sign a Non-Disclosure Agreement and shall keep all PSEB information and data confidential, both during and after the contract. The bidder shall comply with Clause 7 at all times.

Exit Management

On expiry or termination, the bidder shall provide up to sixty (60) days of transition assistance, hand over all data in standard formats, and provide a certificate of deletion of PSEB data from its systems.

Termination

1.1. **For default:** Either party may terminate the contract if the other party commits a material breach and fails to remedy it within thirty (30) days of written notice.

1.2. **For convenience:** PSEB may terminate the contract for its convenience by giving two (2) months' written notice. The bidder shall be paid for services satisfactorily delivered up to the date of termination.

1.3. **For insolvency:** PSEB may terminate the contract if the bidder becomes bankrupt or insolvent.

Force Majeure

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control, provided that the affected party notifies the other in writing within seven (7) days of the occurrence of such event.

Poor Performance

In case of poor performance, PSEB may issue a Poor Performance Certificate to the bidder, which may be considered in future procurements of PSEB to the extent permitted by the Rules. Any blacklisting or debarment shall be carried out only in accordance with Clause 18.

Other Terms

- Should the successful bidder decline to accept the Purchase Order / sign the contract, its Bid Security shall be forfeited.
- Total prices must align with the individual prices of all items quoted and delivered.
- Bidders shall refrain from any overt or covert activity that may create doubt or ambiguity in the tendering process.
- Stamp duty on the contract, as applicable, shall be borne by the bidder.
- Governing Law and Dispute Resolution

The contract shall be governed by the laws of Pakistan. Disputes shall first be resolved amicably. Failing amicable resolution within thirty (30) days, the dispute shall be referred to arbitration under the Arbitration Act, 1940. The venue of arbitration shall be Islamabad.

Corrupt and Fraudulent Practices; Blacklisting

- PSEB requires bidders to observe the highest standards of ethics. “Corrupt and fraudulent practices” have the meaning given in the PPRA Ordinance, 2002 and the Rules, and include offering, giving, receiving or soliciting anything of value to influence the procurement process or contract execution; misrepresentation of facts; collusion; coercion; and obstruction of any investigation.
- If a bidder is found to have engaged in corrupt or fraudulent practices or to have provided false information, its bid shall be rejected, its Bid Security forfeited and, where applicable, the contract terminated.
- PSEB may initiate blacklisting / debarment proceedings against such bidder in accordance with the Rules, after issuing a show-cause notice and providing an opportunity of hearing. Blacklisting/ debarment shall be notified on EPADS and may apply across procuring agencies as provided in the Rules.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider 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 otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.

Contractor is:

The title of the subject procurement is:Request for Proposal for Development of AI Based Markaz CRM for IT Industry

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement
Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.
+92-519-202-295
rarif@pseb.org.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement
Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.
+92-519-202-295
rarif@pseb.org.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **1.00%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Pakistan Software Export Board**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

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;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P166467***

To: **Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Request for Proposal for Development of AI Based Markaz CRM for IT Industry (*P166467*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] 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 Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Software Export Board (Pakistan Software Export Board), Manager Procurement Plot No.61, Jinnah Avenue 6th Floor, New State life Building, Blue Area, Islamabad.**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Annex-A: Price Schedule (Financial Proposal)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-A: Price Schedule (Financial Proposal)** (page number: 89)

Annex-B Bid Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-B Bid Form** (page number: 90)

Annex-C: Compliance Matrix

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-C: Compliance Matrix** (page number: 91)

Annex-D: Format for Relevant Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-D: Format for Relevant Experience** (page number: 93)

Annex-E: Format for CV of Key Personnel

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-E: Format for CV of Key Personnel** (page number: 94)

Annex-F: Affidavit (on Stamp Paper of Rs. 100)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-F: Affidavit (on Stamp Paper of Rs. 100)** (page number: 95)

Annex-G: Bid Security (Bank Guarantee Format)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-G: Bid Security (Bank Guarantee Format)** (page number: 96)

Annex-H: Performance Guarantee (Bank Guarantee Format)

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-H: Performance Guarantee (Bank Guarantee Format)** (page number: 97)

Annex-J Beneficial Ownership Disclosure

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-J Beneficial Ownership Disclosure** (page number: 98)

Annex-K Technical Proposal Document Checklist

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-K Technical Proposal Document Checklist** (page number: 99)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

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Additional Forms and Documents

Annex-A: Price Schedule (Financial Proposal)

All amounts in PKR. Bidders shall attach a detailed cost breakdown for each item.

Item	Description	Qty	Price excl. Taxes	Applicable Taxes (type & amount)	Total incl. Taxes
A	Design, development, deployment and integration of AI-Based Markaz (CRM) including training and documentation (one-time)	1 Lot			
B	Support & maintenance – Year 1	1 Year			
	Support & maintenance – Year 2	1 Year			
	Support & maintenance – Year 3	1 Year			
C	Support & maintenance – Year 4 (extension)	1 Year			
	Support & maintenance – Year 5 (extension)	1 Year			
D	Third-party / usage charges (SMS, email, telephony / SIP, AI / LLM API, speech services etc.) for Years 1–5, based on volumes in Clause 10.1 – itemized breakdown to be attached	5 Years			
E	WhatsApp Business API integration (Clause 3-VII), including WhatsApp charges for Years 1–5	1 Lot			
	Total Evaluated Bid Price (A + B + C + D + E)				

Total Evaluated Bid Price in words: _____

Name: _____ Company: _____
Designation: _____ Date: _____
Signature & Stamp: _____

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Annex-B: Bid Form

To: Manager Procurement, Pakistan Software Export Board, Islamabad.

Subject: Bid for "Development of AI-Based Markaz (CRM) for IT Industry" – EPADS Tender No. [ ]

Having examined the bidding documents, including addenda Nos. _____, we, the undersigned, offer to provide the services in conformity with the said documents. We confirm that:

a. We accept all terms and conditions of the bidding documents without any deviation or reservation;
b. Our bid shall remain valid for 180 days from the date of opening of technical bids;
c. We shall furnish a Performance Guarantee of 10% of the contract value if our bid is accepted;
d. We are not participating as a consortium / joint venture and have no conflict of interest;
e. We are not blacklisted / debarred by PPRA or any government department, autonomous body or public sector organization;
f. All information and documents submitted are true and correct, and we understand that any false information shall lead to rejection of our bid and action under the Rules.

Name: _____ Company: _____
Designation: _____ Date: _____
Signature & Stamp: _____

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Annex-C: Compliance Matrix

Clause	Requirement	Compliance (Yes / No / Partial)	Ref. Page in Proposal	Remarks
3-I	AI-Based Chatbot			
3-II	AI-Based Virtual Assistant			
3-III	AI-Based Voice Facilitation Desk			
3-IV	AI-Based Ticket Generation			
3-V	AI-Based Email Automation			
3-VI	Unified Dashboard			
3-VII	WhatsApp Integration (optional item)			
3-VIII	Knowledge Base Management Platform			
3-IX	Omni-channel Customer Support			
3-X	Post-Implementation Support			
4	Automated Procedure (a) to (i)			
5	Integration with existing PSEB portal / CRM			
6	Reporting and Analytics			
7	Security, Data Protection and Compliance			
8	Deployment Model and Hosting			
9	Training and Support			
10	Technical Requirements (10.1 and 10.2)			
11	Deliverables and Implementation Timeline			

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Clause	Requirement	Compliance (Yes / No / Partial)	Ref. Page in Proposal	Remarks
17.3	Service Level Agreement			

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Annex-D: Format for Relevant Experience

Sr.	Client Name	Client PoC (Name, Designation, Phone, E-mail)	Project Title & Scope	Category (Chatbot / CRM / Contact Centre)	Contract Value (PKR)	Start Date	Completion Date	Evidence (Page Ref.)
1								
2								
3								
4								
5								

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annex-E: Format for CV of Key Personnel

Proposed Role	
Name	
Academic Qualifications (degree, institution, year)	
Professional Certifications	
Total Years of Relevant Experience	
Employed with Bidder Since (date)	
Relevant Projects (title, client, role, duration)	
Signature of Individual and Date	

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annex-F: Affidavit (on Stamp Paper of Rs. 100)

I, _____, holding CNIC No. _____, being the _____(designation) of M/s _____(the "Firm"), do hereby solemnly affirm and declare that:

1. The Firm is not blacklisted or debarred by PPRA or by any Federal, Provincial, AJK or GB Government department, autonomous body or public sector organization in Pakistan, and no such proceedings are pending against it.
2. The Firm is not participating in this bid as part of a consortium / joint venture, and has no conflict of interest in relation to this procurement.
3. All information and documents submitted with the bid are true and correct.

Deponent: _____(Signature, Name and Stamp)

Verified on oath at _____on this ____day of _____2026 that the contents of this affidavit are true and correct to the best of my knowledge and belief.

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Annex-G: Bid Security (Bank Guarantee Format)

To: Pakistan Software Export Board, Islamabad.

Whereas M/s _____ (the "Bidder") has submitted its bid dated _____ for "Development of AI-Based Markaz (CRM) for IT Industry", we, _____(name of bank), hereby irrevocably undertake to pay to Pakistan Software Export Board, without demur and upon its first written demand, any amount up to PKR 100,000/- (Rupees One Hundred Thousand only), without PSEB having to substantiate its demand, if the Bidder:

a. withdraws its bid after the bid submission deadline and during the period of bid validity; or
b. having been notified of the acceptance of its bid, fails to sign the contract / accept the Purchase Order or to furnish the Performance Guarantee.

This guarantee shall remain valid up to _____(not less than the bid validity period).

Authorized Signatory of the Bank, with seal: _____

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Annex-H: Performance Guarantee (Bank Guarantee Format)

To: Pakistan Software Export Board, Islamabad.

Whereas M/s _____ (the "Contractor") has been awarded the contract / Purchase Order No. _____dated _____for "Development of AI-Based Markaz (CRM) for IT Industry" (the "Contract"), and is required to furnish a Performance Guarantee of 10% of the contract value, we, _____ (name of bank), hereby irrevocably undertake to pay to Pakistan Software Export Board, without demur and upon its first written demand, any amount up to PKR _____ (Rupees _____), without PSEB having to substantiate its demand.

This guarantee shall remain valid until _____and shall be extended by the Contractor in case of any extension of the Contract.

Authorized Signatory of the Bank, with seal: _____

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Annex-J: Beneficial Ownership Disclosure

Name of Bidder: _____ Registration No.: _____

Sr.	Name of Beneficial Owner	CNIC / Passport No.	Nationality	Residential Address	% Shareholding / Voting Rights	Nature of Ownership / Control
1						
2						
3						

I certify that the above information is true and complete.

Name, Designation, Signature & Stamp: _____ Date: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annex-K: Technical Proposal Document Checklist

Sr.	Document	Clause	Attached (Yes / No)	Page / Flag No.
1	Bid Form	Annex-B		
2	Board resolution / power of attorney	M7		
3	SECP / Registrar of Firms registration certificate	M1, T1		
4	NTN certificate and ATL printout	M2		
5	Sales tax on services registration	M3		
6	Affidavit (non-blacklisting)	M4, Annex-F		
7	Experience list with POs / contracts and completion certificates	M5, T3, Annex-D		
8	Scanned copy of Bid Security	M6		
9	Compliance Matrix	M9, Annex-C		
10	Integrity Pact and Beneficial Ownership form	M10, Annex-I, J		
11	Audited financial statements (3 years) and tax returns	T2		
12	CVs, degrees, certifications and proof of employment of key personnel	T4, Annex-E		
13	Technical proposal: methodology, architecture, security plan, work plan / Gantt chart	T5		
14	Training plan, sample documentation, proposed SLA / support model	T6		

"M" refers to Mandatory Criteria (Clause 13.1); "T" refers to Technical Evaluation Criteria (Clause 13.2).

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