<mark>T# 34/20-21</mark>

Invitation to Bid

The Securities & Exchange Commission of Pakistan invites sealed bids from the service providers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

Acquisition & Development of WhatsApp Business API Solution

Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned free of cost and can also be downloaded from https://www.secp.gov.pk/procurement/

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before <mark>May 19, 2021 by 1100Hrs and will be opened on the same day at 1130Hrs.</mark>

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-437/302) during office hours (Monday to Friday excluding Public Holidays)

Arshad Kamal, Additional Director (Admin)
NICL Building, 63 Jinnah Avenue, Blue Area Islamabad

Terms and Conditions for Bids and Bidders

1. **Tender Identification Number: TENDER # 34/20-21**

2. The Procurement Agency is:

   Securities and Exchange Commission of Pakistan
   4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
   Islamabad.

3. The Securities and Exchange Commission of Pakistan invites sealed bids from the service provider based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

   Acquisition & Development of WhatsApp Business API Solution

   through
   SINGLE STAGE TWO ENVELOP METHOD.

4. Bids shall comprise a single package containing TWO separate envelopes. Each envelope shall contain separately the financial Bid and the technical Bid. The envelopes shall be clearly marked as **"FINANCIAL BID"** and **"TECHNICAL BID"** in bold and legible letters.

5. **The Bid Bond to be enclosed sealed and labelled as "BID BOND", and should be with the Technical bid envelop.**

6. **Bid Bond should not be placed within the envelope of financial bid/proposal, failing which the bid shall be rejected.**

7. Initially, only the envelope marked **"TECHNICAL BID"** shall be opened publicly. The envelope marked as **"FINANCIAL BID"** and **Bid Bond** shall be retained.

8. After the evaluation and approval of the technical bid, financial bids of the technically accepted bids only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.

9. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order, demand draft valid for not less than 6 months in favor of Securities and Exchange Commission of Pakistan.

10. Bids not accompanied by bid bond/security or with less amount of bid bond/security will not be entertained.

11. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.

12. Only registered suppliers who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.

13. If any supplier is not in ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.

14. Tax shall be deducted/withheld as per applicable sales tax and income tax law.

15. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned

personally or by visiting the SECP website: https://www.secp.gov.pk/procurement/

16. SECP reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.

17. The bid validity period shall be 150 days.

18. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the SECP, Islamabad.

19. The language of the bid is English and alternative bids shall not be considered.

20. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.

21. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.

22. The rates must be quoted strictly in accordance with our documents and Annex(s).

23. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.

24. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.

25. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Commission shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the Commission.

26. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes.

27. Selected service provider will have to provide the required services/equipment, if selected and declared as best evaluated bidder. In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Commission.

28. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.

29. Items included in Compulsory Certification Scheme of PSQCA shall be duly certified by an accredited laboratory and fulfill necessary conditions of PSQCA, as applicable.

30. **Bidder must submit the undertaking as per format prescribed in relevant Annexure, failing which the bid shall be rejected**.

31. Bids from any bidder who is found or purported to be engaged or under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. shall be rejected without assigning any reason.

32. Comprehensive warranty & onsite support for mentioned years shall be given for the equipment/software/renewal at Islamabad, Karachi, and Lahore offices (if applicable).

33. All software-based items contain installation and configuration and end user orientation which is responsibility of the supplier (if support is not provided by the Principal).

34. The equipment/software/renewals supplied must be duty paid in respect of all applied duties and taxes.

35. The quantities may increase/decrease according to SECP requirement.

36. The end user License, end user warranties and end user support services will be in the name of SECP for all equipment and software loaded on the equipment delivered.

37. A copy of valid authorized agency/partnership/dealership/distributorship certificate from their principals is to be submitted with the bid in case of any such claim.

38. Joint Venture/consortium is/are not allowed to bid.

39. Payment shall be made after delivery, installation and commissioning of complete equipment/licenses/services/renewals. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.

40. **In case nature of required license/support renewal is perpetual then WHT @ 15% shall be withheld from the gross amount of the invoice (inclusive of sales tax). Any bidder who has not quoted its financial proposal keeping in view the above mentioned tax treatment, his proposal shall not considered and rejected without assigning any reason. Any change in future with respect to aforementioned tax treatment shall be dealt and applied as per law.**

41. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.

42. Only sealed bids will be accepted/opened and unsealed bids will be rejected.

43. **Sealed bids may be dropped in the tender drop box placed at Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**

44. Clarification if any on the requirements may be obtained from:
    o ubaidullah.khalid@secp.gov.pk

45. The bid bond/security of successful bidder will be retained and returned after delivery, installation and commissioning of complete equipment/licenses/services/renewals of ordered items. However, bid bond/security of unsuccessful bidders will be returned after award of contract to successful bidder.

46. During the retention period the bid bond/security no interest / markup will be provided on this amount by Commission to bidder at the time of refund/release of bid bond/security.

47. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.

48. Bidder found in compliance to the MUST requirements and lowest amongst all shall be awarded the contract.

49. Successful bidders shall be bound to provide the required items within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, imposed penalty shall not exceed 10% of the PO/contract value.

50. In case 1st lowest bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 2nd lowest evaluated bidder. In case 2nd lowest evaluated bidder is unable to supply ordered items/services then the Commission reserve the right to award the contract to 3rd lowest evaluated bidder.

51. Bid bond/security of the bidder who is unable to supply ordered items/services shall be forfeited in favor of the Commission.

52. The Commission reserves the right either to issue a Purchase Order or sign an agreement with the successful bidder OR PO & Agreement both will be executed.

53. The bids received after the due date and time will not be entertained.

54. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.

55. The place of bid destination is:

Securities and Exchange Commission of Pakistan,
NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

56. The envelopes shall bear the following additional identification marks:

Bid for:	**Acquisition & Development of WhatsApp Business API Solution**
Bidder Name	**XYZ**
Attention	Arshad Kamal,
	Additional Director, Admin,
	4th Floor, NICL Building, 63 Jinnah Avenue Blue Area,
	Islamabad

57. The deadline for the submission of bids is:
Date: May 19, 2021
Time: 1100Hrs

58. The bid opening shall take place at
Securities and Exchange Commission of Pakistan,
NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad

Date: May 19, 2021
Time: 1130Hrs

A statement "Not to be opened before 1130Hrs on May 19, 2021" shall be clearly mentioned on the top of the sealed bid.

Note: Attachment Details are as under:

1.	Terms of Reference/Scope of Work	Annex "A"
2.	Eligibility/Technical Evaluation Criteria	Annex "B"
3.	Compliance Status Form	Annex "C"
4.	Financial Bid Submission Form	Annex "D"
5.	Format of Affidavit/Undertaking	Annex "E"
6.	Documentary Evidence	Annex "F"
7.	Sample Agreement	Annex "G"

If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

Terms of Reference - Acquisition & Development of WhatsApp Business API Solution

Background

The Securities and Exchange Commission of Pakistan (SECP), setup in pursuance of the Securities and Exchange Commission of Pakistan Act, 1997 is an apex regulatory authority mandated to regulate and supervise the Pakistani securities markets, corporate sector, insurance industry and non-banking financial sector, etc. The head office of the SECP is in Islamabad and branch offices are located in Islamabad, Peshawar, Lahore, Faisalabad, Multan, Sukkur, Karachi, Quetta and Gilgit. SECP has also established its first ever Business Centre for swift incorporation of companies and to respond investors requests for information and queries instantly.

Overview

SECP has a website and social media accounts on Facebook and Twitter to interact with stakeholders. The eServices portal is used for formation of companies and filing of returns of companies. SECP receives stakeholder's complaints/queries through multiple channels. A call center receives calls for various issues and queries. Some calls and emails are directly received by SECP officers in newly developed Business Centre. These requests are served only on working hours during week days. In order to improve its interaction with its stakeholders, SECP intends to outsource the development of a WhatsApp Business API Solution.

Scope of Work

SECP requires Official WhatsApp Business Account based services that allows SECP to create CHATBOTS and Provide real-time customer support via Contact Center to its customers. The Chatbot will mainly serve on WhatsApp, SECP Website and other social media platforms. The solution should be able to handle high load of user queries. The Chatbot's platform must support programming languages and frameworks which are easy to develop and maintain.

Solution specification:

The vendor shall provide and implement WhatsApp business service, chatbot solution and live agent platform including, but not limited to the following features.

WhatsApp Business API Channel:
- Vendor will be responsible for the registration and approval of WhatsApp business account over APIs from Facebook.
- SECP will provide its own number which shall be registered over WhatsApp Business APIs.
- The WhatsApp channel shall be accessible via secured APIs (Rest & Json) and via Web Based portal.

Chatbot Platform features:
- The chatbot building platform should be cloud based with easy to use interface which is accessible anywhere across the globe to make operations and maintenance hassle free.
- The chatbot building tool should be GUI based with Drag and drop, code-free interface which enables people without coding knowledge to build chatbots.
- The solution should have NLP (Natural Language Processing) engine to understand end-user's intent and therefore provides conversational experience.
- The solution should provide multichannel communication from different social media platform and through external APIs
- The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif and other web elements etc.

- The solution should be able to integrate with 3rd party systems using the API & Webhook features.
- Implementation of multiple business use cases through API integration with 3rd party systems
- Bidder will also provide support for future integration of other application integration.
- The platform should allow user with different role management link Chatbot Manager, Designer, Supervisor and Reporting Manager etc.
- The system should support block listing of users and the user can not send the message or the Bot should not entertain the specified number.
- The solution should allow SECP to create multiple chatbots at a time.
- The solution should also enable SECP to design, build, test and deploy AI or keyword-based chatbots.
- The solution be able to seamlessly perform in case of high load.

Analytics and Reporting Features:

- Advanced conversational and training analytics should be available within the platform allowing SECP to benchmark the performance regularly.
- The solution should be able to provide reporting and analytics of the communication done over chatbots.
- All conversational logs and history should be accessible to SECP for monitoring and retraining purposes
- The solution should be able to provide the following details against Analytics or created chatbots:
    - Number of total sessions
    - Number of total messages
    - Number of sessions per each chatbot
    - Number of inbound messages per session
    - Average session duration
- The system should also be able to provide detailed reporting of each message exchange between SECP and End users (preferably with an option to export in Excel format)
- The System should also be able to provide analytics of performance based on the learning and feedback

Contact Center solution (Live Agent Solution):

- The Live Agent platform solution should be easy to use GUI and should be accessible anywhere across the globe through the Web Interface [including but not limited to Chrome, Firefox, Safari and Microsoft Edge] as well as Mobile app (Android & IOS).
- The Solution should enable creation of multiple agents which can handles the incoming queries in real-time.
- The solution should support the following features:
    - **2-Way messaging**
    - **Conversation threading**
    - **Conversation management: queue and routing management, agent assignment, resolution management, history overview**

- User Roles shall be available which are necessary in Contact Center environment. The user roles shall include roles like Agents, Supervisors, Reporting Manager etc.
- Options like Setting Working hours and Away messages should be available to improve the customer experience.
- The solution supports the Feedback within the Contact center platform which can be triggered towards customer by the agent once the conversation is complete.
- Automation that trigger alerts towards Supervisor in case specific agent is not responding to the chat assigned to him.
- Agents or Supervisor should be able to transfer a chat to other agents within their team seamlessly. The customer should not be notified about the agent switch.

- Whisper mode: While transferring the chat to other agents, Internal Notes option should be available where an Agent can explain the brief. The note will be visible to another agent and not the customer.
- Supervisor should be able to look into any previous or on-going conversation to keep a real time check.

Contact Center Reporting:

- Detailed Reporting Dashboard should be available that shows real-time Analytics in GUI form along with capability of creating reporting and exporting them in CSV EXCEL formats.
- Following Details are mandatory to have available over the Dashboard:
- Chats:
  - Total Chats arrived
  - Total Chats Resolved
  - Unresolved Chats
- Resolution Time:
  - Average Resolution times of chats
  - Time Slabs of Resolution Times of Chats
- Agents Performances:
  - Individual insights about each agent: Chats resolved, First response times, Handling time of chats, Logged In time, Away Times, Lunch Break durations etc.
- Queues and Channels:
  - Chats per each Queues
  - Chats per each Channel
- Survey/feedback Results:
  - A dedicated dashboard to populate results of surveys.

Eligibility/Technical Evaluation Criteria

The Vendor should provide documented evidence for Sn. 1-4

Sn.	Functionality	Criteria
1	The Chatbot service Provider should have global presence and experience with more than 20 reputable clients in providing WhatsApp Communication Platform.	**Must**
2	The vendor's cloud-based services should be ISO 9001 & 27001 along with ISO 27017 & ISO 27018 certified which ensures the Service quality and Information Security measures.	**Must**
3	The vendor should have provided WhatsApp services to any Govt/Public sector of Pakistan including the approval process from Facebook for that sector as Facebook deals Govt clients individually and case to case basis.	**Must**
4	The Chatbot service provider should be a direct BSP (Business Solution Provider) of WhatsApp Business API	**Must**
5	The WhatsApp channel shall be accessible via secured APIs and via Web Based portal	**Must**
6	The solution should support Omnichannel integration creating chatbots over multiple channels like WhatsApp, Facebook Messenger, Live Chat, etc.	**Must**
7	The Live Agent platform solution should be easy to use GUI and accessible anywhere across the globe through the Web Interface and Mobile app (Android & IOS).	**Must**
8	The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif	**Must**
9	The Platform should easy handle high load of queries with at least 500 Concurrent users/sessions.	**Must**
10	The platform should be open and allow connectivity to other SECP systems via APIs	**Must**
11	The platform should support variety of programming languages e.g node.js, python and php to develop advanced features through Webhooks/API	**Must**
12	The chatbot should seamlessly hand-over conversations (chats) to a human agent.	**Must**
14	SECP should have complete ownership and control over data used in the Platform	**Must**
17	The expected Service Availability time should be > 99% -Separate Service level Agreement will be signed by the vendor	**Must**
18	The vendor should be able to provide 24/7 support.	**Must**

Note:
Bids NOT in compliance with any MUST item(s)/requirement in the evaluation criteria will NOT be evaluated and shall not be considered for financial evaluation.

Compliance Status Form

Note: Please fill the compliance status and provide relevant page number of your proposal where Documentary evidence and details are provided against each functionality.

Sn.	Functionality	Compliance Status		Proposal Page Number
1	The Chatbot service Provider should have global presence and experience with more than 20 reputable clients in providing WhatsApp Communication Platform.	Yes	No	
2	The vendor's cloud-based services should be ISO 9001 & 27001 along with ISO 27017 & ISO 27018 certified which ensures the Service quality and Information Security measures.	Yes	No	
3	The vendor should have provided WhatsApp services to any Govt/Public sector of Pakistan including the approval process from Facebook for that sector as Facebook deals Govt clients individually and case to case basis.	Yes	No	
4	The Chatbot service provider should be a direct BSP (Business Solution Provider) of WhatsApp Business API	Yes	No	
5	The WhatsApp channel shall be accessible via secured APIs and via Web Based portal	Yes	No	
6	The solution should support Omnichannel integration creating chatbots over multiple channels like WhatsApp, Facebook Messenger, Live Chat, etc.	Yes	No	
7	The Live Agent platform solution should be easy to use GUI and accessible anywhere across the globe through the Web Interface and Mobile app (Android & IOS).	Yes	No	
8	The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif	Yes	No	
9	The Platform should easy handle high load of queries with at least 500 Concurrent users/sessions.	Yes	No	
10	The platform should be open and allow connectivity to other SECP systems via APIs	Yes	No	
11	The platform should support variety of programming languages e.g node.js, python and php to develop advanced features through Webhooks/API	Yes	No	
12	The chatbot should seamlessly hand-over conversations (chats) to a human agent.	Yes	No	
14	SECP should have complete ownership and control over data used in the Platform	Yes	No	
17	The expected Service Availability time should be > 99% -Separate Service level Agreement will be signed by the vendor	Yes	No	
18	The vendor should be able to provide 24/7 support.	Yes	No	

Financial Bid Submission Form

S#	Requirement	Cost (Inclusive of all Taxes)
1	Cost for **WhatsApp Business API** along with **10,000 Chats/User** and minimum **5 Live Agent**	
2	Configuration/Development Cost	
3	Upfront installation / setup and license cost	
4	Hosting cost if applicable	
5	Minimum monthly and yearly cost with applicable discounts (recurring cost)	
6	Any other costs	
	Total cost	

Note:

1. Bids in compliance with all MUST requirements and quoting **Lowest Total Price (Rs.)** will be selected.

   The above price includes all costs to complete this project including project management, travel to the SECP's office, lodging, supplies/consumables, phone/fax, and other miscellaneous expenses. The SECP shall not reimburse any other costs beyond this price.

Format of Affidavit/Undertaking

Bidder must submit following undertaking (on stamp paper of Rs.100//letter head), failing which the bid shall be rejected:

a) Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that bidder.

b) Affidavit that the bidder has never been blacklisted by any National/International organizations.

Note: In case any bidder is found in the list of "Blacklisted Firms-Pakistan" or related links at https://www.ppra.org.pk/ then its bid shall be rejected

Name: _____

Signature   _____

Stamp: _____

DOCUMENTARY EVIDENCE

Name of the Bidder: _____
Bid against Reference No: _____
Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders &evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. <mark>Bidders are required to mention the exact page number of relevant documents placed in the Bid.</mark> Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Technical Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavits/Undertakings			
6	Bid Bond/Security			
7	Bid Validity period of 150 days			
8	Bidding documents duly signed / stamped			

Sample Agreement

This Agreement ("Agreement") is made at Islamabad on this _____.

Between

The Securities and Exchange Commission of Pakistan, a statutory body established in pursuance of the Section 3 of the Securities & Exchange Commission of Pakistan Act, 1997 having its head office at NIC Building, 63- Jinnah Avenue, Islamabad (hereinafter referred to as "Commission" which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the ONE PART

And

------------------, having its office at _____(hereinafter referred to as "Contractor" which expression shall, where the context so permits, include its successors in interest and permitted assigns) of the OTHER PART

Commission and Contractor shall, hereinafter individually be referred to as "Party" and collectively as "Parties".

WHEREAS

A.   Commission requires Acquisition & Development of WhatsApp Business API Solution specified in (Annexure A).

B.   The Contractor has agreed to provide the products as required by the Commission in accordance with the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. Duration

A. This Agreement will become effective from _____ and will remain in effect till completion of delivery (the "Term") or terminated earlier in accordance with Article 4 or 5 of this Agreement. The termination of this Agreement will not;

   (a)   relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination;

   (b)   cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time and date of termination.

Provided that, if required the Parties must enter into a mutual written agreement by way of addendum to extend the Term.

2. Scope of Work

  i. The Contractor will enable and provide Acquisition & Development of WhatsApp Business API Solution specified in Annex "A".

  ii. Detail of scope of Work to be developed is given in (Annexures).

iii. The Contractor shall, with respect to the Purchase Order, keep the response time down to minimum and shall immediately develop the required process.

iv. This Agreement covers Acquisition & Development of WhatsApp Business API Solution as per (Annexures). Any additional item beside the Annexures may be requested by the Commission as and when required and shall be provided by the Contractor at mutually agreed terms.

3. Price and Payments

i.   In consideration of the clear, efficient and uninterrupted fulfilment of the Acquisition & Development of WhatsApp Business API Solution in the Annexures and other obligations of the Contractor under this Agreement; the Contractor shall be paid as per payment terms.

ii.   The payment for the Acquisition & Development of WhatsApp Business API Solution shall be made on the basis of payment terms. The Contractor shall arrange the invoice and send it to the Commission.

iii.   Commission will ensure timely payments within 30 days after the completion of delivery against each payment term and verification by IT and receipt of invoice from the Contractor.

iv.   All related Government importation charges, excise duty, income tax or any other taxes and duties presently in force are inclusive in the Agreement price and Contractor is responsible for it. Any future taxes or levies if and when enforced by the government shall be added to the existing prices and Contractor will be responsible for payment of such taxes. However, GST and income tax shall not be withheld/deducted if proper exemption documents are provided. The payment to be made to the Contractor under this Agreement shall be made subject deduction of withholding Tax, if applicable, which is levied by the Government from time to time and to which the Commission is authorized to make deduction.

v.   Project cost will be Rs. ------------- Inclusive of all applicable taxes.

vi.   Payment Terms:

Upon Signing of Contract	20% of development & implementation phase price.	Rs.
Final Go-Live	80% of development & implementation phase price.	Rs.
Total		**Rs.**

vii.   Project Timeline from effective date after Purchase order/contract:

Sr#	Tasks/Milestones	Duration (Calendar Days)
1	Initial Go live with WhatsApp chatbot including live agent facility	15 Calendar Days or before June 30
2	Final Go Live with all modules & Integration with 3rd party systems	30 Calendar Days

4. Termination

i. Commission may terminate this Agreement if the Contractor fails to perform the obligations under this Agreement by affording an opportunity of hearing, with a written notice of fifteen days.

ii. Contractor may terminate this Agreement if the Commission fails to make payment under this Agreement within 15 days of a written notice from the Contractor to do so.

5. Force Majeure

i. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected (to include without limitation, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.

ii. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of 30 days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.

iii. If the effect of Force Majeure continues beyond a period of sixty (60) days then either Party may terminate this Agreement.

6. Dispute Resolution/Arbitration

i. The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder.

ii. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled through arbitration. Each Party shall appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding. Prior to initiation of arbitration proceedings, the aggrieved Party shall give the other Party written notice describing the claim and amount as to which it intends to initiate action.

iii. The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

7. Relationship

The Parties hereby agree that no clause of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

8. Assignment

Neither Party shall assign or transfer its obligations, rights, interests and benefits hereunder without the concurrence of the other party.

9. Liquidated Damages

i. Contractor shall be bound to provide the required development within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value)

per week shall be imposed and deducted from the payment of delayed items only. However, imposed penalty shall not exceed 10% of the PO/contract value.

ii.   In case the Contractor supplies fake/counterfeit items, the Contractor shall pay the Commission the liquidated damages amounting up to Rs. 5 Million and shall not challenge these liquidated damages at any other forum or court of competent jurisdiction.

iii.   The Commission would also be entitled to forfeit the bid security immediately if the items are not provided as per requirement.

iv.   The Commission may also claim damages other than liquidated damages from the Contractor.

10. Severability and Entirety

Each of the clause of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

This Agreement along with the Annexures forms the entire Agreement between the Parties and supersedes any and all previous correspondence/representations, if any, between the Parties regarding the matter;

11. Amendments or Modification:

This Agreement may be modified or amended from time to time only by a written agreement. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement.

12. Contractor Warranties:
The Contractor represents and warrants to the Commission the following:

1.   Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Contractor has with another party.
2.   The Software will not violate the intellectual property rights of any other party.
3.   After the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Contractor shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

13. Confidentiality

i.   The Contractor undertakes and shall ensure the complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its business information. Contractor shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

ii.   Contractor shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by Commission or which Contractor or any of its employees may obtain directly or indirectly during the course of performance of this agreement.

14. Notices

Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

(a)   the address and number set out below; or

(b) where another address of number is notified by either of the Party to other Party, the last address of number so notified to it.

Commission office address and designated person:

    To:
    Attn;   Mr. Arshad Kamal, Additional Director
    Address: Securities and Exchange Commission of Pakistan, 63-NICL Building, Jinnah Avenue, Blue Area Islamabad
            Tel:051-9207091-4 (160) Fax: 051-9100471

Contractor office address and designated person:
    To:
    Attn;
    Address:
    Tel:

15. Governing Law and Jurisdiction

i. This Agreement shall be governed by and construed to be in accordance with the laws of the Islamic Republic of Pakistan.

ii. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

16. Stamp Duty

This Agreement shall be stamped in accordance with law by the Contractor.

For and on Behalf of Commission   For and on Behalf of "Successful Bidder"

Signature: _____   Signature: _____

Name: _____   Name:_____

Title:_____   Title:_____

WITNESS   WITNESS

Signature: _____   Signature:_____

Name: _____   Name:_____

Title: _____   Title:_____

Terms and conditions may change at the time of signing off by both parties with mutual agreement

Annexure A of Sample agreement
List of Items/Scope of Work