

REQUEST FOR PROPOSAL (RFP)

for

FEASIBILITY STUDY

OF

TECHNOLOGY MARKETING EXPORT PROGRAM

May 2022

Pakistan Software Export Board (Guarantee) Limited

Ministry of Information Technology & Telecom

Technology Marketing Export Program

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1. INTRODUCTION

Pakistan Software Export Board (PSEB) is the apex body of the Ministry of Information Technology, Government of Pakistan, to provide an enabling environment and take measures for the growth of Information Technology / Information Technology Enable Services (IT/ITES) exports and thus support IT/ITeS industry. In this respect, PSEB supports and facilitates the local IT/ITES companies in reaching out to their potential clients abroad, attracting foreign IT/ITeS firms to establish their development facilities in Pakistan. PSEB also arranges the participation of Pakistani IT/ITeS Industry in domestic and international IT/ITES events, provides protocol, hosting and match-making facilities for foreign delegates and investors with the purpose to accelerate the growth of IT/ITeS exports.

PSEB desires to initiate a Technology Marketing Export Program which may address International Public Relations, Branding and Marketing to cater the growth needs of the IT/ITeS sector. In this respect, comprehensive feasibility in top export destinations is required to design a Technology Marketing Export Program framework. The framework would include a number of components for the program, such as, media campaigns, targeted events, trade shows, etc. The study would also include the preparation and costing of the program's various components, its duration, implementation plan, and an action plan methodology for the top 10 export destination countries.

The study should augment its findings with recommendations on improving linkages with international markets, as well as sizing of public sector development funding. An Action Plan for Technology Marketing Export Program in the form of a PC-I prepared as a result of this study would enable the launching of a marketing program to accelerate the growth of IT/ITeS exports of Pakistan-based companies both in the short-, medium- and long-term duration.

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2. KEY OBJECTIVES

The key objectives of this assignment are mentioned as follows:

Key Objectives	
	<ol style="list-style-type: none"> a. Extensive international market research and analysis and research of trade data, demand, and supply of IT&ITeS products & services and features of foreign markets including identification of niche markets b. Analysis of competitor countries and relevant policies and marketing plans, an action plan for Pakistani IT/ITeS industry and to compete in the international IT&ITeS/BPO industry. c. Developing an overall export marketing strategy for Pakistan. d. Develop IT/ITeS strategy comprising a set of comprehensive activities to promote the country's image, Pakistan's IT/ITeS industry, and introduce new geographical and sectoral markets. e. Analysis & recommendations on current policies and regulations viz-a-viz policies and regulations of regional countries pertaining to ease-of-doing business e.g., India, Philippines, Vietnam, etc. f. Overview of the current technological infrastructure in the country viz-a-viz technological infrastructure of regional countries and potential export markets along with analysis of potential change in technological infrastructure on global level for the next 5 years. g. Analysis of related and supporting industries like skill enhancement training institutes that are required upskill and re-skill the IT workforce to enhance IT Export and establishment of computer hardware facilities. h. Identification and engagement of Pakistani Diaspora especially working in silicon valley for the establishment of business contact and potential investment in start-ups. i. Identification of needs and expectations of foreign buyers to develop a program to make Pakistan a preferred Tech Destination of IT&ITeS/BPO services and products. j. Information on market conditions, foreign regulatory environments, specific business opportunities, and conduct in-depth studies of foreign markets and opportunities to develop international contacts to enhance IT&ITeS/BPO export. k. Develop a comprehensive marketing campaign to raise awareness of export opportunities, and identify targets and potential strategic business partners. l. Identify strategic marketing requirements, propose the best suitable methods to increase the presence in the current foreign market, and enter into untapped international markets.

3. SCOPE OF WORK / MAIN ACTIVITIES TO BE PERFORMED

SR #	Scope of Work and Main activities to be Performed
1	Provide a detailed analysis of five (5) countries which may include India, Bangladesh, Philippines, Poland, and UAE, in terms of International Marketing, branding strategies, marketing collaterals, lobbying, etc., including a detailed analysis of their support mechanism for the creation of Intellectual property and facilitating the sale of these software products/services.

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2	Propose a marketing and branding methodology to increase IT/ITeS exports to US\$10 billion by the next 05 years Survey of top IT/ITeS exporters regarding industry specific marketing activities that will be most beneficial by priority. Furthermore, recommend specific periodic research activities needed to be undertaken to ascertain gaps and opportunities for the continued growth of IT/ITeS exports.
3	Propose the design of country-specific PR, branding, and marketing programs to tap the top 07 IT/ITeS export destination countries including 03 potential /emerging destinations as target markets. Proposed a percentile increases of IT/ITeS exports for these destination countries resulting from this activity.
4	Design a 360-degree country branding and marketing campaign, in consultation with PSEB, including but not limited to the development of case studies, video content development, social/digital/ traditional media campaigns, targeted outdoor digital advertisement campaigns, identify relevant local and international events participations, that may have a positive bearing on the development of the IT/ITeS exports of Pakistan. Provide a feasibility analysis of the proposed branding campaign.
5	Design at least two signature tech events in Pakistan to showcase the local industry on the scale and competition of other regional trade shows like GITEX, MWC, ITW, and CommunicAsia. The consultancy firm shall design these events in detail, make cost estimates, and make it part of the PC-1 document.
6	Identify a minimum of 70 international media, research, consultancy, and publication partners, including print, digital, and TV media outlets, economy & technology blogs, web-news portals, social media partners, and global consultancy firms' research arms publication wings of international organizations such as UNDP, UNIDO, ITU-T, IEEE, GSMA, World Bank, World Economic Forum, OECD, WTO, ASEAN, ADB, AfDB, European Union, etc. Assist in forming/designing of a regular communication mechanism between PSEB and these organizations for the regular dissemination of economic & technology news and reports about Pakistan.
7	Design a PC-1 document to launch Export Marketing Program as per the template of the Planning Commission of Pakistan. Suggest a list of committees for the execution of the Project and an appropriate PMU for the implementation of the Project.
8	Provide a cost/benefit analysis of setting up sales launch pads and the potential of additional annual sales for Pakistani IT/ITeS companies in each of the identified export destination countries, as per item 3 of this table.
9	Propose the design of multiple technological skills competitions for local industry across Pakistan in partnership with international skill assessment and ranking organizations such as HackerRank, TestGorilla, CodeSignal, TestDome, etc. (these names are mentioned just for the understanding of requirement). The winner of such countrywide competitions would compete in major international skills competitions.

4. DELIVERABLES FOR THE ASSIGNMENT

The deliverables of this assignment are mentioned as follows:

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S. No	Deliverables
1	Inception Report – Situational Review and analytical mapping of the current export status of Pakistan’s IT/ITeS industry’s major export destinations with future growth targets. Assessment of currently in practice export promotion strategies
2	Report - Strategies and export program for IT&ITeS products/services, in line with the Scope of Work table item 1, and 2
3	Percentile impact of the proposed marketing and branding plan on Pakistan’s annual IT/ITeS exports. In line with the Scope of Work table item 3
4	Deliver design of 360-degree branding and marketing campaign. In line with the Scope of Work table item 4
5	Propose the design of two signature technology events in Pakistan. In line with the Scope of work Table item 5
6	Strategic plan to develop relationships with international media, publications research partners, and consultancies to disseminate information regarding Pakistan’s IT/ITES industry and economic development. In line with the Scope of Work table item 6
6	PC-1 document to launch Export Marketing Program as per the template of the Planning Commission of Pakistan. In line with the scope of work table item 7
7	Provide the cost/benefit analysis of setting sales launch pads. In line with the Scope of Work table item 8
8	Design coding and IT skills competitions in Pakistan, and propose the marketing methodology for making these competitions globally recognized. In line with Scope of work Table item 9

5. DURATION OF ASSIGNMENT

The expected duration of the assignment is 180 calendar days. However, the applicant firm is encouraged to propose a shorter duration for the assignment/ study without compromising the quality of deliverables.

- a. If requested by the successful bidder, 20% mobilization advance to be paid upon signing of the agreement and the successful bidder shall submit an unconditional bank guarantee equivalent to the amount of 20% mobilization advance before the release of mobilization advance.
- b. The successful bidder will invoice against the deliverables and payments will be made on fulfilling all the pre-requisites as per terms and conditions led down in the agreement between PSEB and the successful bidder.
- c. 5% of the total agreed value of the project shall be submitted as a performance guarantee by the Successful bidder at the time of award of the contract. The performance guarantee should be in the form of Bank Guarantee/Bank draft/pay order with validity at least for one calendar year from the date of its issuance. If project timelines are extended beyond one (01) year due to any reason, the successful bidder will be bound to get the performance guarantee extended accordingly.
- d. The performance guarantee will be released as governed by the agreement between PSEB and the successful bidder, upon submission of a request from the successful bidder and PSEB’s completion certification/sign-off document.
- e. The payment modalities will be finalized between PSEB and the successful bidder under the contract.

6. CORRUPT OR FRAUDULENT PRACTICES BY BIDDER.

Any type of corrupt or fraudulent practices or provision of any false information by the bidder will

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lead to disqualification of the bid and confiscation of the bid security regardless of the price and quality of the product.

7. SUBMISSION OF BIDS:

- a) A single-stage two envelope bidding process will be followed. The technical and financial bids shall be in English language and must be provided in separate sealed envelopes. The technical bid envelope should be marked with **“Technical Proposal- Feasibility Study of Technology Marketing Export Program”** containing the technical proposal only (without prices) along with soft copy of the proposal in USB drive. The financial proposal shall be marked with **“Financial Proposal - Feasibility Study of Technology Marketing Export Program”** containing financial proposal, soft copy in USB drive and 2% earnest money of the total cost of the project. Bids must be delivered through courier or dropped at the PSEB office. The 2% earnest money of total value of quoted bid in the shape of Bank Draft / Pay Order shall be in the favor of **“Pakistan Software Export Board”** and shall not be disclosed in Technical Proposal in any manner.
- b) The complete Bid documents shall be submitted on or before **30th June , 2022 at 03:00 pm.**
- c) The technical and financial bids shall be enclosed in an envelope marked with **“Proposal for Feasibility Study of Technology Marketing Export Program”** and clearly mentioned that **“Do not open before 30th June, 2022 at 3:30 pm PST”**
- d) Technical bids only will be opened on the same day at 03:30 pm at below mentioned address in the presence of vendors/bidders or their authorized representatives who desire to attend the bid opening session. The financial bids will be opened only of those bidders who qualify in technical proposals evaluation. The opening of financial bids will be notified separately once technical evaluation has been completed. Please note that submission date and time will be strictly adhered, and it will be bidders’ responsibility to ensure the submission of bid at given date and time.
- e) The quoted prices must remain valid for acceptance up to 180 days from the date of its opening. The quoted prices should be in Pak Rupees and inclusive of all applicable taxes.
- f) The prices quoted without any tax remarks will be treated as inclusive of all applicable taxes. Any change in Government duties or taxes shall be borne by the successful consortium/Joint Venture.
- g) The bidder selected for the award of the contract shall have to submit 5% of the total amount as a Performance Bond. The performance bond shall be in the shape of a Bank Guarantee/Bank Draft / Pay Order in the favor of **“Pakistan Software Export Board”**
- h) The representative of the bidder shall bring an authority/nomination letter on the company’s letterhead for attending the financial bid opening.

7.1 Withdrawal of Bid.

The bid security will be forfeited if a bidder withdraws the bid after the deadline of bid submission or during the period of bid validity or in the case of a successful bidder fails to sign/accept the Purchase Order/Contract.

7.2 Rejection of Bid.

- a) Bids not sealed as per the instructions under clause 7(a)
- b) Bid security has not been submitted as per clause 7(a)
- c) Incomplete, conditional, or optional bids will be rejected forthwith.
- d) Bids received after due date & time will not be accepted.
- e) Bids failing to meet the eligibility / evaluation criteria.
- f) Any noncompliance to the terms and conditions of bidding documents.

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- g) Company shall be disqualified if financial figures are mentioned in the technical proposal.

8. EVALUATION CRITERIA

The evaluation shall be carried out keeping in view the following criteria:

1. The weightage of Technical Proposal = 80%.
2. The weightage of Financial Proposal = 20%

8.1 Technical Evaluation Criteria

The bidding firm securing 70% or more scores will be considered as technically responsive and subsequently selected for financial bid opening.

8.1.1 Mandatory Criteria:

Any applicant company not fulfilling mandatory requirements will be outrightly rejected and not included for technical evaluation scoring, treating their technical evaluation score as ZERO.

- a. Local/domestic company/firm shall have to partner with international consulting company/firm to conduct this study
- b. The interested international company/firm can only apply by partnering with a domestic company/firm.

Technical Bids must have the following documents attached to be considered as eligible for technical evaluation:

S #.	Item Description	Local Company/Firm	International Consulting Company/Firm	Documents
	LEGAL STATUS			
1	Bidding Company/Firm must be in operation for at least the last 7 years.	Yes	Yes	<u>For Bidding Firm:</u> Valid certificate from concerned regulator / authority/ <u>For JV/ Consortium:</u> In case of JV, valid registration certificates/ documents of all companies from concerned regulator/ authority. Letter of association executed by all JV/ consortium members
2	The bidder should have fully operational office/ Head office in Pakistan.	Yes	N/A	Local company/firm should have office/ head office address mentioned in its Letterhead.
	REGISTRATIONS			

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3	Registration of NTN with Federal Board of Revenue (FBR) and having Active Taxpayer status.	Yes	N/A	For local company/firm: NTN with Federal Board of Revenue (FBR). Having Active Taxpayer status.
4	Registration of General Sales Tax (GST) with Federal Board of Revenue (FBR) and having Active Taxpayer status.	Yes	N/A	For local company/firm: Valid STN registration with for GST and having Active Taxpayer status.
FINANCIAL SOUNDNESS				
5	Proof of Financial Soundness that the average annual turnover for the last 2 years: <u>Local Company/Firm</u> = Min. PKR 50 million / yr. <u>International Company/Firm</u> = Min. USD 50 million / yr.	Yes	Yes	Attach acceptable proof like audited Financial Statements
OTHER DOCUMENTS				
6	Affidavit that Bidding firm is not Blacklisted and involved in any active litigation against Government of Pakistan or any provincial governments or public institutions of Pakistan.	Yes	Yes	Affidavit on Rs. 100 stamp paper. In case of JV, this condition is applicable on all members firms of the JV.
7	The international team consultants should be able/ willing to travel and work in Pakistan to conduct meetings with the relevant stakeholders.	Yes	Yes	A written commitment by the local bidder and its international partner firm attached in Technical Proposal

8.1.2 Evaluation Criteria:

The technical evaluation of only those firms will be performed which qualify against the mandatory criteria. The technical evaluation will be based on bidder's capability including its partner International Consulting Company. The detailed technical evaluation will be performed by the Procurement Committee and marks will be given as per following scoring criteria:

Sr.#	Scoring Criteria for Bidder including partner International Consulting Company	Max. Marks
1	Company Profile	20

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	<p><u>Local Firm/Company: (10 Marks)</u> The local firm/company should have experience of working in marketing, branding, public relations, strategic planning, and/or corporate consulting functions.</p> <p><u>International Firm/Company: (10 Marks)</u> The International Consulting Firm should have experience of:</p> <ul style="list-style-type: none"> ○ Marketing, branding, public relations, advertising, strategic planning or promotion activity internationally. (03) ○ Should have vast experience of working in marketing, branding, PR, advertising, branding functions of IT/ITES industry internationally. (04) ○ Should have conducted studies related to marketing, branding, PR, strategic management for IT/ ITeS sector. (03) 	20
2	Technical Experience	60
(i)	<p><u>General Experience:</u> <u>Local Firm/Company</u> Number of years in providing consultancy/ marketing/ branding services in different areas for clients in Public/ Private Sector Organizations (Max. 10 marks)</p> <ul style="list-style-type: none"> ○ More than 7 years' experience = 10 marks ○ 5-7 years' experience = 6 marks ○ Below 5 years' experience = 0 marks <p><u>International Firm/Company</u> Number of years in providing consultancy/ marketing/ branding/ strategy services in different areas for clients in Public/ Private Sector Organizations (Max. 10 marks)</p> <ul style="list-style-type: none"> ○ More than 10 years of experience = 10 marks ○ 7-10 years of experience = 06 marks ○ Below 7 years' experience = 0 marks 	20
(ii)	<p><u>Specific/ Relevant Technical Experience</u> <u>Local Firm/Company:</u></p> <ul style="list-style-type: none"> ○ Studies related to branding/marketing and promotion having minimum contract value of 05 million (PKR) Each Project = 1 mark, (Max. 5 Marks overall) <p><u>International Firm/Company:</u></p> <ul style="list-style-type: none"> ○ Experience in providing services for IT/ITES industry internationally In Marketing Strategies, strategic planning, Branding, Public Relations, or Promotion etc. (15 Marks) <i>(Note: List of projects/ works relevant to aforementioned areas shall be provided). 1 related project/assignment = 1.5 marks</i> 	20
(iii)	Country Branding activity done by local or international partner 1 project = 5 points	20
3	Team Composition and Team Capability	20
(i)	<p><u>Local Consultant:</u> Key Consultants must have at least 05 years of public/private sector experience related to marketing/ promotion and branding of IT/ITeS industry. Each Consultant = 1 mark, (Max. 05 Marks)</p> <p><u>International Consultant:</u></p>	20

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	<p>Key Team Members (<i>Details of the team proposed to conduct the study shall be provided as per Annex-I. CVs must be attached with the Proposal</i>)</p> <ul style="list-style-type: none"> ○ Team Lead having master's degree in relevant field from world renowned/ top ranking university with minimum 15 years of relevant experience = 05 marks ○ Key Consultants (<i>shall have international experience of marketing strategies, branding, PR, activities with IT/ITES industry.</i>) = 10 marks. <p>Each Consultant = 02 mark, (Max. 10 Marks)</p>	
5	Technical Bid Response	40
i.	Methodology & Approach <i>to be undertaken for this study Work Plan for the assignment/ study.</i>	20
ii.	Work Breakdown Structure	10
iii.	Presentation on Methodology & Approach	10
TOTAL TECHNICAL EVALUATION SCORE		140

8.2 Financial Bid Evaluation Criteria

The financial bids of only technically qualified bidders will be opened. The pricing shall include all applicable taxes, rates, duties, tolls, fees, etc.

The evaluation of financial bids will be calculated as follows:

- The weightage of financial proposal is 20% in total score.
- The financial weightage will be calculated by the formula as given below:
= (lowest bid/bid offered) *20

The score achieved by a bidder will be aggregated as follows:

Total score obtained by a bidder = Technical weightage + Financial weightage

The contract shall be awarded to the bidder who achieved the maximum points from Total Score and shall be considered a **Most Advantageous Bidder**.

PSEB will not make ANY payments not quoted in the bid.

9. GENERAL TERMS AND CONDITIONS.

- a. In case the selected bidders do not accept the Purchase Order/Contract, their bid security will be confiscated, and a poor performance certificate will be issued to the vendor.
- b. If there is a difference between the unit price and total price for any items quoted in the bid, the unit price of that/those items shall prevail and the decision of PSEB in this regard shall be final.
- c. Total prices must conform to the individual prices of all the items quoted and delivered.
- d. The quoted prices will be considered inclusive of all overhead costs (seen or unforeseen), required for the successful delivery of the project.
- e. Participating bidders are requested to avoid from all overt & covert activities that shall create any doubt that leads towards ambiguity in the tendering process and tender opening session.
- f. The successful bidder will sign Integrity Pact with PSEB (draft attached as **Annex-II**).
- g. PSEB reserves the right to accept or reject any bid and to annul the bidding process and reject

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- all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders.
- h. PSEB may terminate the Contract at any time by giving written notice to the bidder if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation, provided such termination will not prejudice or affect any right of action or remedy, which has, accrued, or will accrue thereafter to PSEB.
 - i. If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, PSEB shall terminate the contract by issuing a written notice and shall not be responsible to pay off any liability incurred towards the bidder and forfeit the security deposit (bid bond amount).

10. CHANGE OF SCOPE

At any time prior to the deadline for submission of bids, PSEB may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Tender. Amendments will be provided in the form of Addenda to the Tender and will be sent in writing by courier, cable, facsimile, or electronic mail to all prospective Bidders that have received the Tender Document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such addenda, and it will be assumed that the amendments contained in such addenda will have been taken into account by the Bidder in its bid.

11. FORCE MAJEURE

If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics (including operational disruptions due to government imposed COVID-19 restrictions), landslides, earthquakes, fires, storms, lightning, flood, washouts, government imposed restrictions due to environmental hazards, civil disturbances, explosion, Governmental Export/Import Restrictions, Government actions/restrictions due to economic and financial hardships, change of priorities and any other causes similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

The terms of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 4 (four) months from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.

If a Force Majeure situation arises, the Bidder shall promptly notify PSEB in writing of such conditions and the cause thereof. Unless otherwise directed by PSEB in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall

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seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. BIDDER'S QUERIES.

Any queries by the Bidders must reach to Manager Administration & HR PSEB, either through email or postal at the already mentioned address, at least five (5) working days before the deadline of the bid submission, otherwise PSEB will not be liable to respond.

13. PRE-BID MEETING

A pre-bid meeting will be held on **15th June, 2022 at 03:00 pm** to address the queries of intended bidders. Please use following link to join pre-bid meeting:

<https://us06web.zoom.us/j/87250559403?pwd=aWJVc3U2R2lUNkxZdWo2eklzWWJkQT09>

14. POINT OF CONTACT. (e-mails)

To: rarif@pseb.org.pk

Copy to sali@pseb.org.pk

11 **BID SUBMISSION AND OPENING ADDRESS.**

Manager Administration & HR

Pakistan Software Export Board

2nd Floor, Evacuee Trust Complex, F-5/1, Islamabad

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Annex-I List of Consultants

Sr#	Name of Consultant	CNIC	Mobile Number	Email	Qualification	Certification (if any)	Years of Experience	Area of Expertise	LinkedIn Profile link
1									
2									
3									
4									

Please add as many records as required. The links to the linked-in profiles are mandatory.

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Annexure-II - Integrity PACT

(To be submitted on Legal Stamp Paper for successful bidder only)

Affidavit

Tender Number: _____

Date: _____

Tender Value: _____

Tender Title: _____

[name of Firm] hereby declares that it has not obtained or induced the procurement of any contact, 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 firm] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of contact, right, interest, privilege or other obligation or benefit in whatsoever form from Purchaser, except that which has been expressly declared pursuant hereto.

[The Firm/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Firm/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Firm/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Firm/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser

Authorized Signature & Stamp

Subscribed and sworn to me this _____. Day of _____ 20____

Verified by the Notary Public

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Annexure-III- Undertaking for Bidders

(To be Provided on Judicial Stamp Paper)

It is hereby solemnly confirmed that the undertaking is submitted in respect of PSEB's tender titled
“**Proposal for Feasibility Study of Technology Marketing Export Program**”.

a. Declaration

It is to certify that I have read, clearly understood, and agreed upon to all the terms and conditions mentioned in the tender documents. Further, I certify that all of the information provided e.g. (certificates, etc.) in our bid is true and accurate and genuine. If at any stage the information provided is found to be false than I/We and my firm shall be held accountable, and our bid shall be rejected.

b. Statement for Non-Blacklisting

I, _____ s/o Mr. _____, Designation of M/s _____ holding CNIC # _____ hereby confirms that our firm/company is not blacklisted by any Ministry / Division / Department of the Government / Semi government / Autonomous body of Federal or Provincial Government in Pakistan.

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Annexure-IV - Format for Performance Security Bond

PERFORMANCE BOND GUARANTEE Date _____

To: Pakistan Software Export Board (PSEB)
2nd Floor, Evacuee Trust Complex, F-5/1
Islamabad.

SIR,

1. Bank Guarantee Number:
2. Contract/Purchase Order No:
3. Name of Guarantor:
4. Address of Guarantor:
5. Amount of Guarantee in relevant currency:
6. Amount in words:
7. Date of Expiry of Guarantee:

Whereas your good self have entered into Contract/Purchase Order No. with (vendor name with address) of hereinafter referred to as our customer and that one of the conditions of the Contract/Purchase Order is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of (Amount in figure and words). In compliance with this stipulation of contract/Purchase Order, we hereby agree and undertake as under: -

- a. To pay you unconditionally on demand and/or without any reference to our customer an amount not exceeding the sum of Rs/or relevant currency (amount in figure) as would be mentioned in your written Demand Notice.
- b. To keep this Guarantee in force till (expiry date).
- c. That we shall inform your office regarding termination of the validity of this Bank Guaranty one clear month before the actual expiry date of Guarantee.
- d. That with the consent of our customer you may amend/alter any term/clause of contract/Purchase Order or add/delete any term/clause to/from this contract/Purchase Order without making any reference to us. We do not reserve any right to receive any such amendment/alteration or addition/deletion provided such like actions do not increase our monetary liability under this Bank Guaranty which shall be limited only to Rs/or relevant currency (Amount in figure and words).
- e. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer/Seller or Vendor. That this is unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our customer/seller or vendor. Bank Guarantee will not be released unless No Objection Certificate (NOC) is provided by Headquarter PSEB Procurement Department.

Authorized Signature/Stamp

Date _____