Tender Document No.: 117072026-1

PROCUREMENT OF E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS

EGOV - 05

Punjab Information Technology Board (PITB)
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Section-I: Invitation to Bids

BIDDING DOCUMENTS FOR THE PROCUREMENT OF E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS (EGOV-05)

1. E-Bids on Lot basis are invited from Bidders i.e., firms/companies/sole proprietor/ Service Providers/ (JVs, if applicable) etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). The bidders should submit E-bids against each Lot separately, as contracts will be awarded separately for each Lot. The E-bids shall be received as per single stage two envelope procedures.

LOT No.	Description	QTY	Estimated Total Cost	Bid Security Fixed
1	E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS	01	70,000,000	1,400,000

2. All E-bids must be accompanied by a Bid Security of the amount mentioned above against each lot should be submitted/transferred online as per the procedure established in the system (e-Procurement System) in collaboration with Bank of Punjab.
3. **The complete E-bids must be submitted online on Punjab e-Procurement System (eP) website i.e., https://ep.punjab.gov.pk as per the following schedule:**

Pre-Bid Meeting Date, Time & Place	**24 JUL, 2026 @ 11:00 AM** 11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.
E-bid Submission Date & Time	**03 AUG, 2026 @ 11:00 AM**
E-bid Opening Date & Time	**03 AUG, 2026 @ 11:30 AM**

4. **Bid Security must be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.**

   Bidders are advised to ensure uploading the Bid on eP Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on eP Portal shall entirely be the responsibility of the bidder. PITB shall not be held responsible for any issues thereof. For any assistance regarding eP Portal, system support email and phone numbers are provided hereunder:

5. Bidding Documents are immediately available after date of publication. Punjab Information Technology Board will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of E-bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from Punjab Information Technology Board's

website https://pitb.gov.pk/tendernotices, and website of Punjab Procurement Regulatory Authority http://ppra.punjab.gov.pk.

6. For electronic bids submission, bidders are requested to register at www.ep.punjab.gov.pk. For any queries regarding registration on Punjab e-Procurement Systems (eP) please contact at: 1248.

7. The firm unconditionally accepts the Service Level Agreement at Annex A, including the service-credit and termination provisions therein.

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Section-II: Instructions to Bidders (ITB)

Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid	i)	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Technology and Operations as specified in the Section-IV Bid Data Sheet (BDS) and Section III – Technical Specifications & Section VII-Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the Technology and Operations within the specified period and timeline(s) as stated in the BDS.
2.1.2 Source of Funds	i)	The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
2.1.3 Eligible Bidders	i)	The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor/ general order suppliers / (JV, if applicable), registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), and registered on Punjab e-Procurement System (eP), except as provided hereinafter.
	ii)	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
	iii)	Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
	iv)	Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
	v)	In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution

of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association and extent of their role shall be prescribed in BDS, in accordance with the guidelines issued by the PPRA].

vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.

vii) Any agreement that forms a Joint Venture, Consortium or Association shall be required to be submitted as part of the E-bid and shall be attested.

viii) Any E-bid submitted by the Joint Venture, Consortium or Association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

ix) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
b) Have controlling shareholders in common; or
c) Receive or have received any direct or indirect subsidy from any of them; or
d) Have the same legal representative for purposes of this E-bid; or
e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

(a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier or contractor is blacklisted/ debarred by any international organization.

xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its E-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Manufacturer's Authorization Form

(j) Bidder Profile Form

(k) General Information Form

(l) Affidavit

(m) Bid Security Form

(n) Technical Bid Form

(o) Contract Form

(p) Financial Bid Form / Price Schedule

(q) Performance Guarantee Form

(r) Check List

i) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

ii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iii) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

iv) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement or on the Punjab e-Procurement System (eP). The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the Punjab e-Procurement System (eP) for clarity of bidders.

v) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through Punjab e-Procurement System (eP)**.**

vi) The Procuring Agency will within **three (03) working** days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than **seven (07) days** prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.

vii) Copies of the Procuring Agency's response will be uploaded on Punjab e-Procurement System (eP) and shared with the prospective bidders through other means, including a description of the inquiry, but without identifying its source.

viii) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

ix) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

x) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the Punjab e-Procurement System (eP), and shared with the prospective bidders through other means. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through Punjab e-Procurement System (eP), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be **item wise and lot wise.**

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

	iv)	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.
2.3.4. Bid Currencies	i)	Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
2.3.5. Documents Establishing Bidder's Eligibility and Qualification	i)	Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-bid is accepted.
	ii)	The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3.
	iii)	The documentary evidence, of the Bidder's qualifications to perform the contract if its E-bid is accepted, shall establish to the Procuring Agency's satisfaction: (a) that, in the case of a Bidder offering to supply goods / software under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]* or producer to supply/provide the same in Pakistan; (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, spare parts-stocking, and subscription obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its E-bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(d) Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:

(a) submitted as part of the E-bid, in the quantities, dimensions and other details requested in the BDS;
(b) carriage paid;
(c) received on, or before, the closing time and date for the submission of E-bids; and
(d) Evaluated to determine compliance with all characteristics listed in the BDS.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the E-bid if the sample(s)-

(a) do(es) not conform to all characteristics prescribed in the bidding documents; and
(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till **thirty (30) days** from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its E-bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its E-bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7. (vii).

iii) Bid Security of the amount mentioned above against each lot should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.

(a) **Bid Security should remain valid for ……**

Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.

iv) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than …. **Thirty (30) days** after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its E-bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email / through Punjab e-Procurement System (eP). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare E-bid of the scanned documents in the form of PDF file and as per requirements in tender document.

ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of E-bid. However, in case of any issue bidder shall be responsible for all consequences.

iii) All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.

iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the E-Bid.

v) The name and position held by each person signing the authorization must be typed or printed below the signature. All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.

vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of E-bids

2.4.1 Sealing and Marking of Bids

i) N/A
The complete Bids must be submitted online on Punjab e-Procurement System (eP) website i.e., https://ep.punjab.gov.pk

2.4.2 Deadline for Submission of E-bids

i) E-Bids must be submitted on the Punjab e-Procurement System (eP) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) E-Bids must be submitted on the Punjab e-Procurement System (eP) no later than the date and time specified in the **BDS.**

2.4.3. Late E-Bids

i) E-Bids will not be accepted on the Punjab e-Procurement System (eP), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the Punjab e-Procurement System (eP), in that case bid shall be declared late and rejected.

ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of E-bids

i) No E-bid may be modified after the deadline for submission of E-bids.

ii) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

iii) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

iv) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of E-Bids

2.5.1. Opening of E-bids by the Procuring Agency

i) The Procuring Agency will open all e-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

ii) E-Bids shall be opened on the Punjab e-Procurement System (eP) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the Punjab e-Procurement System (eP) the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the Punjab e-Procurement System (eP) until the specified time of their opening.

iv) Technical e-bids shall be opened one at a time, and the following read out 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.

v) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's e-Bid.

vi) No e-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i).**

vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.

viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the Punjab e-Procurement System (eP). *[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

2.5.2. Confidentiality

i) 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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on Punjab e-Procurement System (eP).

2.5.3. Clarification of E-bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The e-Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & qualification criteria;
b) Required scope of work or specifications;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidder

iv) From the time of e-Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so on the Punjab e-Procurement System (eP) in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

i) The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis: -

a. If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) Has been properly signed;
d) Is accompanied by the required securities; and
e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements, and Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

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

a) 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;
b) 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
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies as follows (if applicable):

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., **10 days before the contract is awarded**. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the Punjab e-Procurement System (eP).

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its complaint to the procuring agency, against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-Bid may lodge a complaint to the procuring agency **through** Punjab e-Procurement System (eP) **and email**, concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report** Punjab e-Procurement System (eP) **and email to procuring agency.** After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).

iv) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot 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 one envelop bidding procedure is adopted.

v) The GRC shall investigate and decide upon the complaint within **fifteen (15) days** of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through Punjab e-Procurement System (eP) that its e-Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

i) **Within twenty-five (25) days of the issuance of notification of award / Letter of Intent (LOI)** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee (an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab) in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to may cancel the LOI and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new E-bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its E-bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within twenty-five (25) days of issuance of the notification of Contract award/Letter of**

Intent (LOI), the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose E-bid has been determined to be responsive and has been determined to be the lowest evaluated E-bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 ©(iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All E-bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.

ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the E-bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts* *intended to materially impede the exercise of inspection and audit process."*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

"***17A. Blacklisting****. – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

21. Blacklisting*. – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

© not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within ***thirty (30) days*** *from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within ***thirty (30) days*** *of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of* ***seven (07) days*** *to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue*

notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within **fifteen (15) days** from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within **thirty (30) days**, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of*

the proceedings. The parties may file written statements and documents in support of their contentions.

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind *[Framework Contract Modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Services as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the services for the entirety of the contract
c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Requirements & Scope of Services

3.1. Technical Requirements & Scope of Services

1. BACKGROUND

The Punjab Information Technology Board (PITB), Government of the Punjab, is implementing the Punjab E-Commerce Initiative to digitally transform SMEs, entrepreneurs, artisans, manufacturers, and local sellers through structured e-commerce enablement and marketplace integration.

Under this initiative, PITB is establishing E-Commerce Readiness Hubs (ERHs) across Punjab, including Lahore, Faisalabad, Sialkot, and Multan.

These hubs are intended to provide comprehensive seller enablement services, including:

a) Product photography and videography
b) Product cataloging
c) Branding and packaging support
d) Digital literacy and marketplace onboarding
e) Social media enablement
f) Seller readiness assessments
g) Marketplace integration support

2. OBJECTIVES

a) Establish a new dedicated e-commerce marketplace purpose-built for sellers from Punjab. Whereas the e-commerce service provider bears full operational responsibility, PITB bears full seller-onboarding responsibility and marketing of the platform.
b) Enable sellers, especially SMEs, artisans, and micro-businesses to access a live, consumer-facing digital marketplace.
c) Create a financially self-sustaining platform.
d) Establish a brand identity that promotes the economic heritage and products of Punjab.
e) Ensure continuity of the Initiative by ensuring that the complete IP, technology stack, data, and operations of the platform are the property of PITB and that it will be handed over through a structured, time-bound transition. The IP will remain with the PITB from the first day. The e-Commerce Service Provider will manage the technology and operations of the marketplace.

3. SCOPE OF COLLABORATION

The e-Commerce Service Provider and PITB will make substantial efforts towards the successful operation and growth of the e-commerce marketplace. PITB shall invest in marketplace branding, seller onboarding, ecosystem development, marketing expenditure, and hosting infrastructure, whereas the e-Commerce Service Provider shall provide and manage marketplace technology, operations, customer support, logistics integration, payment management, warehouse operations (where applicable), and platform maintenance. PITB will retain the Intellectual Property of this marketplace from day one, and the platform will manage the technology and operations. In case of an eventual exit, transition, or at any stage as decided by PITB, the e-Commerce Service Provider will transfer and help in deploying the code with PITB or any partner (if applicable).

The following will be the responsibilities of parties under this scope:

Function / Activity	PITB	e-Commerce Service Provider
Marketplace Branding and ownership and IP	Ownership of brand, branding approvals, code stack, IP and strategic direction of e-Commerce Service Provider	Support implementation, management of technology, complete end to end operations and ensure brand compliance across the platform
Seller Recruitment & Onboarding	Lead responsibility for identification, mobilization, registration, and onboarding of sellers	Provide technical onboarding support and activate approved sellers on the platform
Seller Training & Capacity Building	Organize and conduct training, awareness sessions, and capacity-building initiatives	Provide platform usage guidance, seller manuals, and technical support
Marketing Budget	Allocate and fund all marketing, advertising, promotional, ATL, BTL, digital media, and branding activities	No funding responsibility
Marketing Campaign Execution	Execute campaigns through appointed marketing/advertising agencies	Provide advisory support, campaign performance analysis, and optimization recommendations
Marketplace Technology	Provide governance, oversight and retain IP of the technology from day one. The technology will be transferred to PITB at any time mutually agreed between parties	Develop, operate, maintain, upgrade, and support the marketplace platform. The IP will be retained by PITB and transferred at any stage
Hosting Infrastructure	Oversight and Cost bearing	Deploy, configure, and maintain the application on PITB's infrastructure

Function / Activity	PITB	e-Commerce Service Provider
Data Ownership	Own all marketplace data and databases	Process and use data solely for marketplace operations in accordance with this Agreement
Marketplace Operations	Monitor through governance mechanisms	Manage day-to-day marketplace operations, including managing buyers, sellers, orders, logistics, delivery, warehousing, payment integration and other end to end operations.
Order Management	Oversight through reporting and governance	End-to-end responsibility for order processing and lifecycle management
Customer Support	Monitor service levels and KPIs	Provide buyer and seller support, complaint handling, and query resolution
Warehouse Operations (if applicable)	No operational responsibility	Manage warehouse operations, inventory handling, and fulfilment services where applicable
Logistics & Delivery Management	Monitor operational performance through agreed KPIs	Manage courier integration, shipment processing, delivery coordination, and returns
Payment Processing & Seller Settlements	All payments will be landed in PITB account and will be managed by platform for disbursement of funds	Manage payment settlement to sellers, logistics companies in accordance with approved policies
Platform Security	Ensure hosting infrastructure security	Ensure application security, cybersecurity monitoring, vulnerability management, and secure platform operations
Analytics & Reporting	Review reports and monitor performance	Generate and submit operational, financial, marketing, and KPI reports
KPI & SLA Compliance	Monitor and evaluate compliance	Achieve and maintain agreed KPIs, SLAs, and technical standards
Revenue Collection & Reconciliation	Collect, Review, verify, and approve monthly revenue settlements	Prepare monthly revenue statements, commission calculations, and reconciliation reports
Regulatory & Government Coordination	Lead coordination with Government departments and stakeholders	Provide operational support and information required for regulatory compliance
Platform Enhancements & Innovation	Approve major enhancements and strategic changes	Recommend, develop, and implement approved platform enhancements and new features
Audit & Compliance	Conduct audits and compliance reviews	Provide complete access to operational, technical, and financial records relating to the marketplace
Exit Management & Transition	Review and approve the Exit Management Plan; monitor transition readiness through the JGC	Prepare, maintain, and execute the Exit Management Plan; transfer the complete technology stack (along with source code and IP), data, and operations to PITB or its designated successor upon termination or expiry

RESPONSIBILITIES OF BOTH PARTIES

4.1 RESPONSIBILITIES — PITB

(a) Seller Identification & Readiness

(i) Identify and onboard eligible SMEs, artisans, handicraft producers, and micro-businesses from across Punjab through its district outreach networks, E-Commerce Hubs, and Punjab government channels.

(ii) Provide the following Seller Readiness Services free of charge to all selected sellers at e-commerce hubs, including professional product photography and videography; graphic design and branding; product cataloguing, description writing, and pricing guidance; packaging and labelling guidance; social media content creation; and e-commerce literacy and platform training.

(iii) Ensure each seller's product catalogue is digitally complete with high-quality images, accurate descriptions, and competitive pricing, and meets the marketplace listing standards before referral.

(iv) Maintain a centralized e-commerce hub onboarded sellers Pipeline Database with each seller's readiness status, product category, hub location, and contact details, accessible to e-Commerce Service Provider upon request.

(b) Seller Onboarding Coordination

(i) Provide e-Commerce Service Provider with structured Seller Data Packs for each referred seller, including: business profile, product listings, category classification, CNIC/NTN, contact details.

(ii) Facilitate coordination between PITB's E-Commerce Hub teams and e-Commerce Service Provider's seller onboarding team to ensure seamless platform registration.

(iii) Ensure all referred sellers have read, understood, and accepted the marketplace's seller terms, commission structure, and platform policies before referral.

(iv) Conduct joint onboarding workshops with e-Commerce Service Provider at E-Commerce Hubs to familiarize sellers with the marketplace's interface and operational requirements.

(c) Government & Institutional Promotion

(i) Use PITB's and the Government of Punjab's institutional media channels, including official social media, press offices, and digital communications, to actively promote the marketplace and drive brand awareness.

(ii) Facilitate ministerial endorsements, official launch events, and media briefings publicizing the marketplace.

(iii) Celebrate and publicize success stories of marketplace sellers through co-branded content on government channels.

(iv) Support e-Commerce Service Provider's marketing team with access to government events, exhibitions, and public platforms for marketplace promotions.

(d) Governance & Oversight

(i) Constitute, chair, and convene the Joint Governance Committee (JGC).

(ii) Conduct periodic seller satisfaction surveys and share results with the e-Commerce Service Provider and the JGC.

(e) Marketing of the Platform

(i) Responsible for funding and executing the marketing campaign of the program with the liaison of the e-Commerce Service Provider.

(ii) Procure, finance, execute, monitor, and manage all marketing, promotional, branding, media buying, ATL, BTL, digital advertising, influencer engagement, and communication activities based on the approved marketing strategy.

(f) Platform IP, Technology Rights and Transfer of Code

(i) PITB will at all times retain ownership of IP and Technology rights of the e-Commerce Service Provider.

(ii) PITB may at any stage request complete transition to the other service provider and training/guidance.

4.2 RESPONSIBILITIES — E-COMMERCE SERVICE PROVIDER

(a) Platform Deployment & Technology

e-Commerce Service Provider shall be solely responsible for deploying, maintaining, and continuously improving the e-commerce marketplace and shall:

(i) Deploy the e-commerce platform under the agreed Platform Brand, including a live web platform, seller onboarding portal, and buyer storefront, and related apps.

(ii) Maintain the marketplace with no additional cost at all times during the entirety of the agreement.

(iii) Develop and customize the marketplace technology as per the requirements of PITB. The service provider shall share the detailed BRD and Mockups of functional requirements according to which the main marketplace shall be developed after iterations and deliberations.

(iv) Maintain all technology, cybersecurity, and functionalities required to keep the marketplace operational throughout the Term. In case of termination or expiry of the Agreement for any reason, the e-Commerce Service Provider shall comply with the Exit Management & Transition obligations, including the six (06) month Transition Period, transfer of the complete technology stack and data to PITB or its designated successor, and structured training of PITB (or successor) personnel commencing at the start of the Transition Period and continuing for up to six (06) months after the effective date of termination, to ensure smooth and uninterrupted transitioning of the marketplace.

(v) Implement and maintain SSL encryption, PCI-DSS-compliant payment processing, and all data security measures required under Pakistani law, including PECA and applicable data protection regulations.

(vi) Roll out platform updates, bug fixes, and feature improvements regularly and notify PITB of any material changes to platform functionality at least seven (07) days in advance.

(vii) Ensure API connectivity with PITB's Digital Punjab systems if and when mutually agreed.

(viii) e-Commerce Service Provider shall maintain dedicated operational, technical, and customer support resources sufficient to operate the marketplace throughout the Term and shall not materially reduce support levels, platform functionality, or operational commitment to the marketplace without prior approval of the JGC.

(ix) e-Commerce Service Provider shall designate key personnel responsible for technology, operations, and marketing of the marketplace. Any material change in such personnel shall be communicated to PITB within ten (10) business days.

(x) Maintain, throughout the Term, up-to-date technical documentation of the marketplace (architecture diagrams, API specifications, data models and schemas, deployment runbooks, configuration inventories, and operations manuals) sufficient to enable a competent third party to deploy and operate the marketplace, and provide such documentation to PITB for review upon request and in any event upon commencement of the Transition Period.

(xi) The marketplace IP will be given to PITB.

(xii) The e-Commerce Service Provider shall meet all the Minimum Functional Requirements of Technology Solution/Marketplace Platform, as articulated at Section – III (05).

(b) Seller Registration & Activation

(i) Provide a seamless, supported onboarding experience for all PITB-referred sellers with zero joining, listing, or storefront setup fees.

(c) Buyer Acquisition & Demand Generation

(i) Leverage e-Commerce Service Provider's existing buyer database, affiliate network, and influencer program to drive initial demand.

(d) End-to-End Order Fulfilment

e-Commerce Service Provider shall assume exclusive operational responsibility for all order fulfilment, including:

(i) Order receipt, confirmation, and seller notification.
(ii) Coordination with logistics partners for dispatch, courier assignment, and shipment booking.
(iii) Nationwide delivery from suppliers to buyers, with real-time tracking available to both seller and buyer.
(iv) Customer communication regarding order status, delays, or delivery exceptions.
(v) Returns, reverse logistics, and refund processing within the timelines specified in the marketplace's buyer policy.
(vi) Maintaining a minimum Order Dispatch Rate of eighty-five percent (85%) for all seller orders, measured in accordance with Annex A (SLA). The dispatch window shall be forty-eight (48) hours from order confirmation [or as PITB prefers]
(vii) The e-Commerce Service Provider shall meet all the Minimum Operational Requirements for End-to-End Marketplace Operations, as articulated at Section – III (06).

(e) Customer Service

(i) Manage all buyer-facing customer service, including pre-sale queries, post-sale support, complaints, and dispute resolution.
(ii) Maintain average buyer complaint resolution within twelve (12) hours of receipt, measured in accordance with Annex A (SLA).
(iii) Publish and maintain a clear buyer protection policy on the marketplace.

(f) Reporting

(i) e-Commerce Service Provider shall provide quarterly strategic recommendations identifying high-demand product categories, pricing trends, buyer behavior insights, seasonal opportunities, catalogue improvement recommendations, and seller performance improvement opportunities to support PITB's seller development activities. The quarterly KPI/SLA report shall follow the format of Annex A, Appendix A-1.

(g) Subcontracting

(i) e-Commerce Service Provider shall not subcontract or delegate any material obligation under this Agreement without the prior written approval of PITB.
(ii) Approval of any subcontractor shall not relieve e-Commerce Service Provider of its obligations, liabilities, or responsibilities under this Agreement.
(iii) e-Commerce Service Provider shall remain fully responsible for the acts and omissions of all approved subcontractors.

(h) Seller Suspension & Removal

(i) e-Commerce Service Provider shall not suspend, deactivate, or permanently remove any PITB-Onboarded Seller from the marketplace except for documented violations of platform policies, fraud, unlawful conduct, or repeated operational non-compliance.

(ii) Except in cases of fraud, illegality, or immediate risk to platform operations, e-Commerce Service Provider shall provide PITB and the affected seller with at least seven (07) days' written notice before suspension or removal.

(i) Marketing Support

(i) Provide advisory support regarding campaign planning, media mix optimization, audience segmentation, promotional calendars, campaign performance analysis, and marketplace growth strategies.

4.3 <u>JOINT GOVERNANCE COMMITTEE (CONSTITUTION, FUNCTIONS, MEETINGS)</u>

(i) Joint Governance Committee

A Joint Governance Committee (JGC) shall be established, comprising representatives from PITB and the e-Commerce Service Provider. This will be announced and formulated at the time of agreement execution and will be made part of the agreement.

(ii) Functions of JGC

The JGC shall:

a) Monitor seller onboarding;
b) Review settlements;
c) Monitor compliance;
d) Resolve operational escalations;
e) Review commercial performance;
f) Recommend improvements.
g) Review and approve the Exit Management Plan and any updates thereto, and oversee execution of the Transition Period upon termination or expiry.

(iii) Meetings

The JGC shall meet as per the requirements

4. MINIMUM FUNCTIONAL REQUIREMENTS OF TECHNOLOGY SOLUTION/ MARKETPLACE PLATFORM

The e-Commerce Service Provider shall acknowledge conformance to these minimum functional requirements on the COMPLIANCE SHEET for Minimum Functional Requirements of Technology Solution/Marketplace Platform provided in the Technical Bid Form (Form 8.8), and include in its Technical Bid.

a. Marketplace & Storefront

(i) Responsive web application optimized for desktop, tablet and mobile.
(ii) Native or cross-platform Android and iOS mobile applications.
(iii) Configurable homepage with banners, featured products, promotional sections and dynamic content.
(iv) Product listing pages with advanced filtering and sorting.
(v) Product detail pages.
(vi) Search functionality with auto-suggestions.
(vii) Category and sub-category management.
(viii) Customer account management.
(ix) Shopping cart and checkout.
(x) Order tracking.
(xi) Wish list functionality.
(xii) Blog and CMS pages.
(xiii) SEO-friendly URLs and metadata management.
(xiv) Theme customization without source code modifications.

b. Seller Management

(i) Seller registration and onboarding workflow including KYC, profile management, dashboards etc.
(ii) Seller ratings and reviews, SLA Management and suspension/blacklisting.
(iii) Multi-user seller accounts with role-based permissions.
(iv) Seller notifications through SMS, email and in-app notifications.

c. Product Management

(i) Product creation and rejection/approval
(ii) Bulk product upload through CSV/Excel.
(iii) Product variants.
(iv) SKU management.
(v) Barcode/UPC/EAN support.
(vi) Inventory visibility.
(vii) Digital media library.
(viii) AI-assisted product title/description/tags generation. (Preferred).
(ix) AI-assisted image enhancement/background removal (Preferred not mandatory).

d. Inventory Management

(i) Real-time inventory management with alerts, logs, monitoring etc.

(ii) Fulfillment by seller and merchant

e. Order Management System (OMS)

(i) Complete order lifecycle management including creation, cancellations, exchange, returns and refunds.
(ii) Order verification (AI based preferred)
(iii) Order assignment & Invoice generation.
(iv) Shipment creation.
(v) Bulk order processing.
(vi) Duplicate order detection.
(vii) Scan-and-ship functionality.
(viii) Order tagging including Barcode/QR code based fulfillment.

f. Logistics Management

(i) Integration with multiple courier companies.
(ii) Automatic courier selection based on price and location.
(iii) Shipment booking & tracking (Real Time).
(iv) Return shipment management & Reverse logistics.
(v) International shipping support.
(vi) Click-and-collect support.

g. Payment Management

The platform shall support:

(i) Cash on Delivery.
(ii) Debit/Credit Cards/Mobile Wallets/Bank Transfers/Digital Wallets etc.
(iii) Payment gateway integration.
(iv) Refund processing.
(v) Payment reconciliation.
(vi) Secure PCI-compliant payment processing.

h. Promotions & Marketing

(i) Coupon codes, Flash Sales etc.
(ii) Promotional campaigns. Like Buy X Get Y, Percentage discounts, Fixed discounts etc.
(iii) Free shipping promotions, Loyalty programs, Referral programs, Gift vouchers etc.
(iv) Push notifications & email / SMS marketing.
(v) Affiliate marketing module.
(vi) Influencer Marketing module (Creator Shop).

i. Customer Management

The platform shall include:

(i) Customer registration & profiles
(ii) Purchase history, Loyalty points & Digital wallet.
(iii) Customer support tickets, ratings and reviews.
(iv) Wishlist functionality
(v) Saved addresses.

j. Reporting & Analytics

(i) Sales Dashboard (GMV, Sales, Revenue, Orders)
(ii) Order Status.
(iii) Seller, Product, Category, Courier Performance.
(iv) Inventory, Refund, Commission, Tax with all Exportable Reports.
(v) Customer & Traffic Analytics.

k. Administration

The platform shall provide:
(i) Super and Departmental Admins
(ii) Seller and User Management.
(iii) Role-Based Access Control (RBAC).
(iv) Audit Logs.
(v) Management.
(vi) Content Management System (CMS).
(vii) Banner, Page, Marketing & Ads Management.
(viii) Homepage Configuration.

l. Integration Requirements

The platform shall support APIs for integration with:
(i) Payment and SMS Gateways
(ii) Courier, Email, ERP, CRM, POS Services.
(iii) Identity Verification Services.
(iv) Third-party, Stores and Shops APISs
(v) Google Analytics, Meta APIs

m. Security Requirements

The platform shall provide:
(i) Role-Based Access Control.
(ii) Multi-Factor Authentication including SSL and TLS Encryption.
(iii) 3D Secure encryption for payments.
(iv) Audit Trails & Activity logs
(v) Backup & Disaster Recovery.
(vi) Data Encryption
(vii) Industry-competitive compliance
(viii) Vulnerability assessments including penetration testing before Go-Live.

n. Performance Requirements

The platform shall:
(i) Support at least 1 million registered users and more
(ii) Support at least 5,000 concurrent users and more
(iii) Handle at least 1 million product listings.
(iv) Be horizontally scalable through cloud and on-prem infrastructure.

o. Mobile Applications

The solution shall include:

(i) Android & iOS Application.
(ii) Seller Mobile App.
(iii) Features including all market competitive necessary features

p. AI & Smart Features

(i) AI-powered product recommendations.
(ii) Personalized homepage.
(iii) Smart search
(iv) AI chatbot.
(v) AI-assisted seller onboarding.
(vi) AI fraud detection.
(vii) AI demand forecasting.
(viii) AI inventory forecasting.
(ix) AI product tagging.
(x) AI image optimization.

q. Additional Important Requirements

(i) Commission & fee engine
(ii) Tax management (GST/Sales Tax withholding)
(iii) Dispute resolution module
(iv) Helpdesk & ticketing system
(v) Buyer–seller messaging
(vi) Fraud detection and risk scoring
(vii) Cross-border e-commerce support
(viii) Accessibility compliance (WCAG 2.1 AA)
(ix) Comprehensive audit logs and compliance reporting
(x) Live Selling functionality

5. MINIMUM OPERATIONAL REQUIREMENTS FOR END-TO-END MARKETPLACE OPERATIONS

The e-Commerce Service Provider shall acknowledge conformance to these minimum operational requirements on the COMPLIANCE SHEET for Minimum Operational Requirements for End-to-End Marketplace Operations, provided in the Technical Bid Form (Form 8.8), and include in its Technical Bid.

a. Seller Onboarding & Enablement

(i) Register and onboard sellers.
(ii) Conduct KYC and business verification.
(iii) Create seller accounts and configure storefronts.

b. Product Catalogue Management

(i) Review all submitted products, including verifications and rejections
(ii) Maintain product taxonomy.
(iii) Optimize search visibility.
(iv) Maintain catalog quality.

c. Inventory Operations

(i) Monitor seller inventory and stock availability.
(ii) Prevent overselling & generate low stock alerts.
(iii) Support warehouse inventory integration.
(iv) Perform inventory audits.

d. Order Management

(i) Assign, verify and monitor all incoming orders.
(ii) Monitor order fulfillment.
(iii) Generate invoices, handle cancellations, exchanges, returns & refunds
(iv) Monitor compliance.

e. Logistics Operations

(i) Integrate with courier partners.
(ii) Assign courier automatically.
(iii) Schedule pickups, delivery and monitor shipment status.
(iv) Handle and track all deliveries including, reverse and pending logistics
(v) Maintain logistics SLAs with logistic partners

f. Customer Support

(i) Call Center, Email, Live, WhatsApp support
(ii) Complaint handling &Ticket Management

(iii) Refund and return assistance.
(iv) Customer feedback management.

g. Seller Support

(i) Dedicated Seller Helpdesk.
(ii) Seller Account, Listing, Payment, Technical & Logistics Support.
(iii) Dispute Resolution.
(iv) Seller Reviews.

h. Payment Operations

(i) Process customer payments
(ii) Manage COD reconciliation.
(iii) Process online payments, refunds & seller settlements.
(iv) Maintain payment reconciliation.
(v) Handle payment disputes.

i. Quality Assurance

(i) Monitor seller compliance.
(ii) Monitor product quality.
(iii) Monitor policy violations.
(iv) Conduct quality audits.

j. Returns & Reverse Logistics

(i) Manage return requests.
(ii) Verify returned products.
(iii) Manage replacement orders.
(iv) Resolve return disputes.

k. Dispute Resolution

Resolve disputes relating to:
(i) Customers, sellers, couriers, marketplace, payment, delivery, product and refund

l. Fraud & Risk Management

(i) Detect fake, duplicate orders.
(ii) Detect payment, seller & customer fraud.
(iii) Blacklist fraudulent users.
(iv) Monitor suspicious activities.

m. Reporting & Analytics

(i) Marketplace KPIs

Sellers, Products, Orders, GMV, Revenue, Average Order Value & Conversion Rate

(ii) Seller KPIs

Performance, Ratings, Cancellation, SLA Compliance & Dispatch Time

(iii) Logistics KPIs

Delivery Success, Failed Deliveries, Average Delivery Time & Courier Performance

(iv) Customer KPIs

Satisfaction, Complaint Resolution, Repeat Customers & Refund Rate
Reports should be available:
Daily, Weekly, Monthly, Quarterly & Annually

n. Marketplace Governance

(i) Maintain Marketplace, Seller, Return & Privacy Policy.
(ii) Maintain Terms & Conditions.
(iii) Maintain Product Guidelines.
(iv) Maintain Escalation Matrix.
(v) Maintain SOPs

o. Compliance Management

(i) Applicable laws of Pakistan (Consumer Protection Laws, Tax Regulations, Data Protection)
(ii) Payment Gateway Regulations.
(iii) Cybersecurity standards.

p. Technical Operations

(i) Monitor platform uptime, APIs, integrations & cybersecurity
(ii) Perform backups & security patching.
(iii) Resolve bugs.
(iv) Release feature updates.
(v) Maintain disaster recovery.
(vi) Monitor cybersecurity.

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: **PUNJAB INFORMATION TECHNOLOGY BOARD** The subject of procurement is: **PROCUREMENT OF E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS (EGOV-05)** Period for Technology and operational readiness of marketplace: **Within eight (08) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI) for Marketplace technology go-live.** **Within twelve (12) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI) for operational readiness (Live operations) of marketplace**
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: **2026-27** Name of Project/ Grant (Development or Non-Development): **Development** • **E-Commerce** Name of financing institution: **Govt. of Punjab** Name and identification number of the Contract: **N/A**
3.	**2.1.3 (v)**	Maximum number of members in the joint venture, consortium or association shall be: [*N/A*]. J.V. form 8.2 should be followed. **(NOT APPLICABLE)**
B. Bidding Documents		
4.	**2.2.2**	The address for clarification of Bidding Documents is: **PRIMARY CONTACT (For Technical Clarifications)**

		Mohammad Mamoon Hamid Manager Partnerships **Email:** mamoon.hamid@pitb.gov.pk 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan. **Chaudhry Ahmad Islam Syan** Project Director **Email:** ahmad.islam@pitb.gov.pk 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan. **SECONDARY CONTACT (For Commercial Clarifications)** **Sohaib Ejaz** Program Officer (Procurement) **Email**: sohaib.ejaz@pitb.gov.pk 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan
5.	**2.2.2**	Pre-Bid Meeting: **DATE & TIME: 24 JUL, 2026 @ 11:00 AM** **VENUE: 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE.**
6.	**2.3.9**	The number of E-Bid for each Lot separately to uploaded on **e-Procurement System (eP)** is in one original.
C. Bid Price, Currency, Language and Country of Origin		
7.	**2.3.1**	*Language of the Bid:* **English**
8.	**2.3.4**	The price quoted shall be fixed in **PAK RUPEES** inclusive of all applicable taxes and duties, on DDP destination basis.
9.	**2.1.4 (ii)**	Country of origin: *All eligible countries to do business in Pakistan by the law of Government of Pakistan.*
D. Preparation and Submission of Bids		
10.	**2.2.2**	**The complete Bids must be submitted online on Punjab e-Procurement System (eP) website i.e., https://ep.punjab.gov.pk**
11.	**2.4.2**	The deadline for E-bid submission is: **03 AUG, 2026 @ 11:00 AM**
12.	**2.5.1**	Time, date/ Month/ Year, and place for E-bid opening. **03 AUG, 2026 @ 11:30 AM** **PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)** 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123)

		URL: WWW.PITB.GOV.PK
13.	**2.6.2**	Amount of Performance Guarantee is: **10% OF THE CONTRACT AMOUNT** (**an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab**)
14.	**2.3.8**	Bid validity period after opening of the E-Bid is: **ONE HUNDRED AND TWENTY (120) DAYS.**
15.	**2.3.6**	The samples (if demanded) of the items provided by the bidders will be evaluated in conjunction with the specification provided in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items as per approved sample.
E. Opening and Evaluation of Bids		
16.	**2.5.1**	The E-Bid opening shall take place at: **PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)** 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123) URL: WWW.PITB.GOV.PK
17.	**2.5.7**	The currency that shall be used for E-Bid evaluation is: ***PAK RUPEES***
F. Bid Evaluation Criteria		
18.	**2.5.8**	Criteria to Bid evaluation is presented below:

EVALUATION CRITERIA:

<table>
<tr><th>Category</th><th>Description</th><th>Requirement</th></tr>
<tr><td rowspan="4">Legal (Mandatory)</td><td>Copy of Registration with Income Tax Authorities (National Tax Number NTN) – Registered for at least for Last 03 years from the date of bid submission;</td><td rowspan="4">Required</td></tr>
<tr><td>Copy of Registration with relevant Sales Tax Authorities</td></tr>
<tr><td>Copy of Income Tax & Sales Tax (Operative Status)</td></tr>
<tr><td>Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs.100/- or Official Letter-head:

(i) The firm is not blacklisted by the procuring agency and PPRA.
(ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)
(iii) The firm certifies the correctness of information.
(iv) The firm complies with Section – III “Technical Requirements”, and Section – VII “Schedule of Requirements” of the Bidding Document.
(v) The firm complies with all terms & conditions mentioned in the Bidding Documents.
(vi) The firm complies that its Bid is valid for 120 days after opening of the E-Bid.
(vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable.
(viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within twenty-five (25) days of the issuance of notification of award/Letter of Intent (LOI).
(ix) The firm certifies that it will assign a dedicated team to run the end-to-end operations of the marketplace.
(x) The firm certifies that it has capacity and will ensure development of custom features or bespoke development requested by PITB to host the platform.
(xi) The firm certifies that it will provide marketing plan to effectively execute the marketing campaign of the platform.
(xii) The firm unconditionally accept the Exit Management & Transition obligations, as articulated in Special Conditions of the Contract, including a six (06) month Transition Period, transfer of the complete technology stack, full data handover, and training of PITB (or successor) personnel.
(xiii) The firm unconditionally accepts the Service Level Agreement at Annex A, including the service-credit and termination provisions therein</td></tr>
<tr><td>Technical (Mandatory)</td><td>(i) Bid Security should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab</td><td>Required</td></tr>
</table>

Technical Evaluation Scores:

Category	Parameter	Marks	Criteria / Scoring Bands
Platform Technology (50 Marks)	**A1**: Platform Modern Tech Stack with AI capabilities	**10**	Tech Stack with no AI integration = 3 Tech Stack with limited AI integration = 6 Self-code AI-integrated stack hosted on AWS/Azure/GCP-class cloud = 10
	A2: Platform Mobile App availability	**10**	No App = 0 Mobile App available (Android or iOS) = 5 Mobile Apps (Android and iOS) with 4+ rating and min 1,000 reviews = 10
	A3: Platform Uptime with dedicated hosting (cloud or local, last 12 months)	**10**	Less than 95% = 0 95 – 98% = 5 More than 98% = 10
	A4: API & integration capability of platform (couriers, payment gateways, stores)	**10**	No API = 0 Limited = 5 All stores integration and custom API availability = 10
	A5: Data Security and Compliance of platform	**10**	No certificate = 0 Basic security controls = 4 ISO/IEC 27001 / PCI-DSS or equivalent = 10
Operational & Platform Strength (50 Marks)	**B1:** Total Completed Orders on platform (Last Year: July 2025 – June 2026)	**10**	Less than 10,000 = 0 10,000 – 15,000 = 4 15,001 – 20,000 = 7 More than 20,000 = 10
	B2: Last Year Sales / GMV on platform, PKR Million (July 2025 – June 2026)	**10**	Less than 30 = 2 30 – 50 = 6 More than 50 = 10
	B3: Total No. of Active Sellers on platform	**10**	Less than 50 = 0 50 – 75 = 4 76 – 100 = 7 More than 100 = 10
	B4: Order Fulfilment Performance (Order Delivery % and Order Dispatch %, last year)	**10**	Delivery > 75% AND Dispatch > 95% = 10 Delivery 60 – 75% AND Dispatch 90 – 95% = 6 Below either of the above = 2
	B5: Dedicated operational team size (operations, customer support, logistics & seller support staff)	**10**	Less than 15 = 2 15 – 30 = 6 More than 30 = 10
	TOTAL MARKS	**100**	

- **Qualifying threshold:**
  Minimum 50 marks overall AND minimum 50% of the marks in each category (i.e., at least 25 of 50 marks in Operational & Platform Strength and at least 25 of 50 marks in Platform Technology). Bidders below either threshold do not proceed to financial evaluation.

Financial Evaluation:

Parameter	Detail
P1: **Onetime Non-recurring Price** for the Setup of Technology Solution/Marketplace Platform, along with Source Code (IP) handover	**Onetime Non-recurring Price to Setup Technology Solution/Marketplace Platform along with Source Code (IP) handover:** The e-Commerce Service Provider will specify the price to **setup the Marketplace Platform**, as per the Minimum Functional Requirements articulated in Section – III (05) and **Source Code (IP) handover**. This price will be in PKR and inclusive of all taxes.
P2: End-to-End Marketplace Operations Price **(For 1^{st} year)**	**End-to-End Marketplace Operations Price for 1^{st} year:** The e-Commerce Service Provider will specify the price to cover the Minimum Operational Requirements for End-to-End Marketplace Operations, as articulated at Section – III (06). This price will be in PKR and inclusive of all taxes
C: Commission Percentage **(For 2^{nd} and 3^{rd} year)**	**For 2nd and 3rd year (single percentage):** The e-Commerce Service Provider will specify a single Percentage Demand from the Commission Charged to the Sellers, applicable uniformly to both the 2nd and 3rd year, to ensure the Minimum Operational Requirements for End-to-End Marketplace Operations, as articulated at Section – III (06). The percentage shall be quoted to two decimal places and shall be deemed inclusive of all applicable taxes. A quote of 0.00% shall render the bid non-responsive.

Weightage:

A. P1 + P2 = Onetime Non-recurring Price and End-to-End Marketplace Operations Price (For 1^{st} year): **80%**

B. C = Single Commission Percentage demanded from the Commission Charged to the Sellers (applicable uniformly to the 2nd and 3rd year)**: 20%**

Evaluation:

A = (Lowest A / Bidder's A) x 80, where A = P1 + P2 as quoted in the Price Schedule (Form 8.10).

B = (Lowest C / Bidder's C) × 20, where C = the single Commission Percentage as quoted in the Price Schedule (Form 8.10).

Total Financial Score = Score A + Score B (max 100)

The contract shall be awarded to the technically qualified bidder with the highest Total Financial Score, this being the lowest evaluated bid under ITB 2.6.4 / Rule 55 of PPR-14. Ties are resolved in favour of the higher technical score.

NOTE:

- **During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted.**
- **We strongly encourage you to review your bids carefully and ensure their completeness before submission. Failure to do so may result in technical disqualification.**

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: FIFTEEN (15%) PERCENT. However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.
2.6.2	The Performance Guarantee shall be: 10% OF THE CONTRACT AMOUNT
2.6.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee or Call Deposit Receipt **an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.**; Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, e-Commerce technology solution, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

(l) “e-Bid” means electronic bids (separate financial and technical) to be submitted by bidders on Punjab e-Procurement System (eP).

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the

Supplier’s performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency’s country.

7. Performance Guarantee

7.1. **Within twenty-five (25) days of issuance of the notification of Contract award/Letter of Intent (LOI),** the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a Bank call-deposit (CDR), bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency’s country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier 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 specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

8. Inspections and Tests	8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes. 8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so, allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. 8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency. 8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin. 8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
9. Packing	9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

[in case of Framework Modality the Procuring Agency may amend these condition as per its requirements]

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:].

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

[If required and decided by the Procuring Agency]

11.1. The Goods supplied under the Contract shall be delivered ***on DDP Destination Basis*** under which risk is transferred to the buyer after having been delivered, hence ***Insurance*** is sellers' responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including ***freight,*** insurance, and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

[If required and decided by the Procuring Agency]

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

(i) the prevailing rates charged for other parties by the Supplier for similar services; and

(ii) original price of goods.

14. Spare Parts

[If required and decided by the Procuring Agency]

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid **as required in Section – III "Technical Specifications"** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or **as required in Section – III "Technical Specifications"** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than **thirty (30) days** after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is ***PAK RUPEES***.

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within **thirty (30) days** from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

vi. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

vii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

viii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

ix. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

x. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts* *intended to materially impede the exercise of inspection and audit process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. In case of any sort of termination, the e-Commerce Service Provider shall continue to provide services for the 6 months after the termination with the support and help of transitioning the services to PITB or its new service provider.

27.2. The Goods that are complete and ready for shipment (if applicable) within **thirty (30) days** after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after **thirty (30) days** from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

	31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.
33. Contract Period	**The Contract duration shall be for a period of three (03) years, subject to annual performance review.** **The Contract may be extended for a further period of up to two (02) years (Years 4 and 5**), in one or more increments, based on satisfactory performance of the Service Provider, as verified through the annual performance reviews and the KPI/SLA reports under Annex A (SLA) by the JGC, subject to the approval of the competent authority and the applicable provisions of PPR-14. Any such extension shall be on the same terms and conditions, with the Service Provider's remuneration during the extension period at the same single Commission Percentage (C) quoted in the Financial Bid (Form 8.10), which shall remain binding for the extension period. The Performance Guarantee shall be extended to cover any extension period (GCC 7.4 / SCC 3).

Section-VI. Special Conditions of Contract

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 General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **PUNJAB INFORMATION TECHNOLOGY BOARD**

GCC 1.1 (h)—The Procuring Agency's country is: **PAKISTAN**

GCC 1.1 (i)—The Supplier is: **AWARDEE**

2. Country of Origin (GCC Clause 3) – where applicable

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **10% OF THE CONTRACT AMOUNT (**an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.)

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period under Clause GCC 15.2

The Performance Guarantee may also be encashed to recover unpaid service credits under Annex A and upon a Repeated SLA Failure (Annex A, Clause 8).

Performance Guarantee shall remain valid until fulfilment of all obligations, including the Exit Management & Transition obligations under SCC 25.

The Performance Guarantee shall likewise be extended to cover any extension period (up to two additional years) granted under the contract-duration clause.

Performance Guarantee must have a minimum validity period until the expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

The Contractor shall extend the validity period of the performance security for such period(s) as the contract performance may be extended.

4. Inspections and Tests (GCC Clause 8) – where applicable

GCC 8.6—Inspection and tests before shipment of Goods and at final acceptance are as follows:

5. Packing (GCC Clause 9) – where applicable

GCC 9.2—*[This SCC shall supplement GCC Clause 9.2, exact details of the requisite services be provided]:*

6. Delivery and Documents – where applicable

(GCC Clause 10) *[The format of the contract is to be decided by the Procuring Agency, however, DDP provisions are as follows]*

(DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency of the full details of the shipment, including the Contract number, description of Goods, quantity, and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) 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;
(iii) copies of the packing list identifying the contents of each package;
(iv) Insurance Certificate;
(v) Manufacturers or Supplier's warranty certificate;
(vi) Where applicable (Pre-shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
(vii) Certificate of origin.

7. Insurance – where applicable

(GCC Clause 11) [where applicable]

GCC 11.1— The Goods supplied under the Contract shall be **delivered duty paid (DDP)** under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13) – where applicable

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts

(GCC Clause 14) [where applicable]

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (06) months of placing the order and opening the letter of credit.

10. Warranty – where applicable

(GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be **as required in Section – III "Technical Specifications"** from the date of acceptance/satisfactory installation of the Goods/services or **as required in Section – III "Technical Specifications"** from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

Or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be (**one-half (0.5) percent of the Contract price per week**).

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: – where applicable

(i) Free, on-site repair / replacement of defective / damaged parts and labor, within **one (01) week** of intimation in Lahore and **two (02) weeks** outside

Lahore. (Or as per the warranty required in Section – III "Technical Specifications")

(ii) On site Replacement of such defective / damaged Goods will be provided, if repair of such Goods involves a duration exceeding **one (01) week** for Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III "Technical Specifications")

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

One-Time Non-Recurring Price (P1)

Milestone	Payment	Condition / Evidence
M1 — Technology Go-Live (within 8 weeks of LOI)	40% of P1	Marketplace platform deployed per Section III (05); UAT completed; source-code repository access and technical documentation delivered to PITB; Technology Go-Live Certificate issued by PITB.
M2 — Operational Readiness / Live Operations (within 12 weeks of LOI)	50% of P1	OAT completed; live operations commenced (sellers activated, orders processing end-to-end); Go-Live Acceptance Certificate issued by PITB.
M3 — Stabilisation	10% of P1	Ninety (90) days of live operations after M2 with no unresolved critical (Severity-1, as defined in Annex A) defect and Platform Uptime ≥ 98% measured in accordance with Annex A.

Year-1 Operations Price (P2)

- Payable quarterly in arrears in four equal instalments, commencing from the quarter following the Go-Live Acceptance Certificate (M2).
- Each invoice shall be accompanied by the quarterly KPI/SLA report (Section III (06) — Reporting & Analytics) and shall be verified by the JGC.
- KPI performance shall be measured, reported and credited in accordance with Annex A (SLA). If in any quarter a credit-bearing KPI in Annex A Table 1 is breached, the At-Risk Amount (as defined in Annex A) shall be reduced per Annex A, up to a maximum of 10% per quarter. Service credits are independent of, and additional to, liquidated damages under GCC 23.

Years 2 and 3 — Commission Settlement (C)

- All marketplace receipts (buyer payments, COD collections) shall be deposited into the designated PITB account.
- By the 10th of each month, the Service Provider shall submit a reconciliation statement for the preceding month: gross receipts, refunds/returns, seller commission charged, and the Service Provider's share at the single Commission Percentage (C).
- PITB shall verify (and disburse the Service Provider's commission share and seller settlements within thirty (30) days of receipt of a correct reconciliation statement.
- Disputed line items shall be withheld pending resolution through the JGC; undisputed amounts shall be paid on schedule.
- The quarterly KPI/SLA regime and service credits continue to apply in Years 2 and 3, applied against the monthly commission disbursements, and shall continue to apply during any extension period (Years 4 and 5) at the same rate (C).
- Liquidated damages for delay: 0.5% of contract price per week, capped at 10% (SCC 13 / GCC 23), applicable to the M1 and M2 deadlines.
- Final payment or release of any withheld amount at expiry/termination is conditional upon completion of transition deliverables under SCC 25 (technology-stack transfer, data handover, documentation, and training of PITB or successor personnel).

Payment may be made in **Pak. Rupees** in the following manner:

(i) Running Bill. or
(ii) Treasury Cheque, or
(iii) Cross Cheque

12. Prices (GCC Clause 17)

GCC 17.1—Prices (P1, P2) and the Commission Percentage (C) shall be fixed and shall not be adjusted during the initial term and any extension period.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: **one-half (0.5) percent of the Contract Price per week**
Maximum deduction: **ten (10) percent of the Contract Price**

Liquidated damages under this clause apply only to delay in achieving Milestones M1 and M2. Operational KPI failures after Go-Live are governed exclusively by service credits under Annex A (SLA), which are independent of and additional to liquidated damages.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

Disputes shall be resolved through:

- Joint Governance Committee;
- good-faith negotiations;
- mediation;
- arbitration under the Arbitration Act 1940.

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **ENGLISH**

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

17. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: **PROCURING AGENCY ADDRESS**

—Supplier's address for notice purposes: **AWARDEE's ADDRESS**

18. Confidentiality (GCC 5 — Use of Contract Documents and Information)

All information shared under this collaboration shall remain confidential. The E-commerce service provider hereby undertakes that all information, data, documents, records, software, designs, reports, technical details, business processes, correspondence, or any other material provided by or obtained from Punjab Information Technology Board ("PITB") during the course of execution of the Agreement shall be treated as strictly confidential.

The E-commerce service provider shall not, without prior written consent of PITB:

- disclose, publish, reproduce, transmit, or make available any Confidential Information to any third party;
- use the Confidential Information for any purpose other than performance of obligations under the Agreement; or
- copy or retain Confidential Information except as necessary for execution of the Agreement.

- The confidentiality obligation shall survive for five (5) years after termination

19. Data Protection (Section III "Security Requirements" and Responsibility 4.2(a) (SSL, PCI-DSS, PECA compliance))

The E-commerce service provider shall:

- comply with any and all applicable laws;
- maintain appropriate cybersecurity controls;
- avoid unauthorized data monetization;
- report breaches within 24 hours.

20. Intellectual Property (GCC 6 — Patent Rights)

- PITB will own and retain the IP for the marketplace, its technology, data, and all associated items.
- Jointly developed materials shall be governed through mutually agreed terms.
- PITB will have exclusive rights and ownership of the marketplace, including the data of its sellers and buyers.
- All custom or bespoke software components, configurations, integrations, and enhancements developed specifically for the marketplace shall vest in PITB, and the E-commerce service provider shall deliver the corresponding source code and deployment materials in accordance with Clause 25.5. For pre-existing proprietary platform components used in the marketplace, the E-commerce service provider shall grant PITB a perpetual, royalty-free, non-exclusive license (or an escrow arrangement under Clause 25.5) sufficient for PITB or its designated successor to continue operating the marketplace after termination or expiry.

21. Non-Exclusivity

- The selected platform may be designated as the Preferred e-Commerce Service Provider. However, PITB reserves the right to engage additional partners in the public interest.

22. Indemnity (GCC 6.1)

The E-commerce service provider shall indemnify PITB against:

- fraud;
- negligence;
- intellectual property infringement;
- data breaches;
- statutory violations.

23. Limitation of Liability (GCC 6.1)

Neither party shall be liable for indirect or consequential damages except in cases involving:

- fraud;
- confidentiality breach;
- data misuse;
- wilful misconduct.

24. Termination, incl. 25.1–25.7 (Exit Management & Transition, Technology Transfer, Data Handover, Source Code & Escrow, Costs, Survival) – (GCC 24 (Default), GCC 26 (Insolvency), GCC 27 (Convenience))

PITB may terminate the Collaboration Agreement by written notice to the E-commerce service provider upon the occurrence of any of the following:

- Repeated SLA Failure, as defined in Clause 8 of Annex A (SLA);
- Material breach which, if capable of remedy, is not remedied within thirty (30) days of written notice;
- Insolvency;
- Fraud;
- Corruption or corrupt practices;
- Reputational harm;
- Non-performance;
- Unauthorized use, monetization, or disclosure of marketplace data;
- Failure to maintain the Exit Management Plan or transition readiness required under Clause 25.3.

25.1 Termination Notice

- Termination for cause: PITB may terminate with immediate effect in cases of fraud, corruption, insolvency, or unauthorized data use; in all other cases of breach, PITB shall give thirty (30) days written notice specifying the breach, and may terminate if the breach is not remedied within that period.
- Termination for convenience: PITB may terminate the Agreement at any time, without cause and in the public interest, by giving not less than ninety (90) days written notice to the E-commerce service provider.
- Termination by the E-commerce service provider: the E-commerce service provider may terminate or exit the Agreement only by giving not less than one hundred and twenty (120) days written notice to PITB, and such termination shall not take effect until the E-commerce service provider has fully discharged its Exit Management & Transition obligations under Clauses 25.2 to 25.6.

- Issuance of any termination notice (by either Party) or expiry of the Term shall automatically commence the Transition Period under Clause 25.2. Termination by PITB shall not be conditional upon the consent or agreement of the E-commerce service provider.

25.2 Exit Management & Transition Period

- Transition Period: upon issuance of a termination notice or expiry of the Term, a Transition Period of six (6) months shall commence (extendable by up to three (3) additional months by decision of the JGC, or shortened by mutual written agreement where a successor arrangement is ready earlier).
- Continuity of service: throughout the Transition Period, the E-commerce service provider shall continue to operate the marketplace in full compliance with all SLAs, KPIs, settlement timelines, and service standards, and shall not degrade platform functionality, reduce staffing, suspend seller storefronts, or interrupt order fulfilment, payments, or customer support.
- Exit Management Plan: within ninety (90) days of the Effective Date, the E-commerce service provider shall submit a detailed Exit Management Plan to the JGC for approval, covering technology transfer, data handover, knowledge transfer, training, staffing, and cutover procedures. The Plan shall be reviewed and updated annually and shall be activated automatically upon commencement of the Transition Period.
- Successor cooperation: the E-commerce service provider shall cooperate fully and in good faith with PITB and any successor operator designated by PITB, including participation in joint transition committees, structured knowledge-transfer sessions, and a parallel-run period of at least thirty (30) days prior to final cutover.
- Seller and buyer continuity: all in-pipeline orders shall be fulfilled, all pending seller settlements shall be cleared no later than fifteen (15) days after cutover, and sellers and buyers shall experience no interruption of service attributable to the transition.
- Non-solicitation: for twelve (12) months following the effective date of termination, the E-commerce service provider shall not directly solicit PITB-onboarded sellers to migrate away from the marketplace using data or relationships obtained under this collaboration.

25.3 Transfer of Technology Stack

During the Transition Period, the E-commerce service provider shall, at the times set out in the Exit Management Plan:

- Transfer and redeploy the complete marketplace technology stack to infrastructure designated by PITB, including the marketplace application, seller and buyer portals, admin consoles, databases, configurations, third-party integrations (payment gateways, logistics/courier APIs, SMS/e-mail gateways), domain names, DNS, and SSL certificates relating to the marketplace;

- Deliver complete and current technical documentation, including system architecture, API specifications, data models and schemas, deployment runbooks, configuration inventories, security configurations, and operations manuals;
- Transfer, or procure the transfer of, all transferable third-party licences required to operate the marketplace, or provide functionally equivalent alternatives acceptable to PITB at no additional cost;
- Provide structured training and capacity building to personnel designated by PITB or its successor operator, commencing at the start of the Transition Period and continuing for up to six (6) months after the effective date of termination, covering platform administration, operations, maintenance, security, and troubleshooting;
- Provide a written certification, signed by a senior technical officer of the E-commerce service provider, confirming the completeness and accuracy of the transferred technology stack, documentation, and data. The exit shall be deemed complete only upon written sign-off by the JGC.

25.4 Data Handover

- Consistent with PITB's ownership of all marketplace data (Clause 19), the E-commerce service provider shall deliver to PITB a complete export of all marketplace data — including seller profiles, buyer records, product catalogues, order and transaction histories, settlement records, reviews, and analytics — in open, machine-readable formats, within fifteen (15) days of commencement of the Transition Period, with a final incremental export at cutover.
- Within thirty (30) days after cutover, the E-commerce service provider shall permanently delete all copies of marketplace data in its possession or control (except to the extent retention is required by law) and provide written certification of such deletion.

25.5 Source Code & Escrow

- All source code, deployment scripts, and build materials for custom or bespoke components developed specifically for the marketplace shall be delivered to PITB (or deposited with a mutually agreed escrow agent and updated at least quarterly).
- For pre-existing proprietary platform components, the E-commerce service provider shall either (i) deposit the relevant materials in escrow, or (ii) grant PITB the licence contemplated in Clause 19, as agreed in the Collaboration Agreement.

- Escrowed materials shall be released to PITB upon: termination of the Agreement for E-commerce service provider default; insolvency of the E-commerce service provider; or failure of the E-commerce service provider to perform its Transition obligations under this Clause 25.

25.6 Costs of Transition

- Since the acquisition cost is paid in advance and where termination arises from any reason, all transition support under this Clause 25 shall be provided at no additional cost to PITB.

25.7 Survival

Clauses relating to confidentiality, data protection, intellectual property, indemnity, audit, dispute resolution, and the Exit Management & Transition obligations under this Clause 25 shall survive termination or expiry of the Agreement.

26. Public Interest Safeguard (GCC 27 — Termination for Convenience)

- PITB reserves the right to modify, suspend, restructure, or discontinue the initiative in the public interest or governmental policy requirements.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks stipulates a delivery date which is the date at which delivery is required.

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

DELIVERY SCHEDULE

Lot	Description	Delivery Schedule
1	E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS	**Within eight (08) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI) for Marketplace technology go-live.** **Within twelve (12) Weeks after issuance of Notification of Award i.e., Letter of Intent (LOI) for operational readiness (Live operations) of marketplace**

Section-VIII: Sample Forms

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8.1 Bid Form

(For each Lot separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.*

Date: ______________________

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is**:**

a) Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)

c) Original of Bid Security instrument

d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

e) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

a) Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Original of Bid Security instrument

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

b) Original Bid Security Form along with Copy of Bid Security instrument

c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency
______________________	______________________
______________________	______________________
______________________	______________________

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ________________ day of ________________ 20______.

________________________________ ______________________________________

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ___________________________________

8.2 Bidder's JV Members Information Form (If Applicable)

(For each Lot separately)

- *To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad,*
- *To be attached with Technical Bid in addition to the JV agreement*

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.
Date: *[insert date (as day, month and year) of Bid submission*]
Bidding Document No.: *[insert]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page ________ of_ ______ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form (If Applicable)

(For each Lot separately)

- *To be signed and stamped by the Manufacturer and Bidder*
- *To be attached with Technical Bid*

[See Clause 2.3.5 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer],* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid against the *[Bidding Document No. and Title - – Lot No. XX]*, and subsequently, negotiate and sign the Contract with you against for the above goods manufactured by us/software produced by us.

The e-contact details and verifiable link to confirm catalog/part numbers, warranty, subscription & support services, as applicable, are as under:

- E-Contact details of Principal / OEM
- Verifiable Link for catalog, part numbers, warranty, support, subscription, etc.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply/software to be delivered by the above firm against the *[Bidding Document No. and Title – Lot No. XX]*.

____

[Signature for and on behalf of Manufacturer]

Note:

(i) This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

(ii) This letter of authority is provided as a sample. However, the bidders can amend, as appropriate, to serve the purpose of required authorization as per the evaluation criteria in the Bidding Document.

8.4. Bidder Profile Form

(For each Lot Separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid*

Sr.#	Particulars
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

a) Audited Financial Statement Attachment/Income Tax Return (Last 03 years) – or as applicable per the evaluation criteria

Yes	No

b) Details of Experience (Last 03 Years) – or as applicable per the evaluation criteria

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

c) Staff Detail and last month Payroll – If applicable per the evaluation criteria

Yes	No

8.5. General Information Form

(For each Lot separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of**	
			Formation	

*Please attach copies of NTN, GST Registration, and Professional Tax Certificate (If applicable)

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

(For each Lot separately)

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *To be attached with Technical Bid*

Name: ____
(Applicant)
I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.
The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.
The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

(i) The firm is not blacklisted by the procuring agency and PPRA.
(ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)
(iii) The firm certifies the correctness of information.
(iv) The firm complies with Section – III "Technical Requirements", and Section – VII "Schedule of Requirements" of the Bidding Document.
(v) The firm complies with all terms & conditions mentioned in the Bidding Documents.
(vi) The firm complies that its Bid is valid for 120 days after opening of the E-Bid.
(vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable.
(viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within twenty-five (25) days of the issuance of notification of award/Letter of Intent (LOI).
(ix) The firm certifies that it will assign a dedicated team to run the end-to-end operations of the marketplace.
(x) The firm certifies that it has capacity and will ensure development of custom features or bespoke development requested by PITB to host the platform.
(xi) The firm certifies that it will provide marketing plan to effectively execute the marketing campaign of the platform.
(xii) The firm unconditionally accept the Exit Management & Transition obligations, as articulated in Special Conditions of the Contract, including a six (06) month

Transition Period, transfer of the complete technology stack, full data handover, and training of PITB (or successor) personnel.

(xiii) The firm unconditionally accepts the Service Level Agreement at Annex A, including the service-credit and termination provisions therein.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _______________________

Name of Company: _______________________

Date: _______________________

8.7. Performance Guarantee Form

(For each Lot separately)

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) ____ hereinafter called "the Contractor" has undertaken, in pursuance of **“**INVITATION TO BID FOR THE **“PURCHASE/PROCUREMENT OF _________”** procurement of the following:

1. [***Please insert details***].

(Here in after called “the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 ________ day of _______, 20__, or ________________ [insert number of days] after the rectification of the Defects, expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later.

[NAME OF GUARANTOR]

Signature__________________________________

Name_____________________________________

Title _____________________________________

Address___________________________________

Seal______________________________________

Date_____________________________________

8.8. Technical Bid Form

E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS

COMPLIANCE SHEET

MINIMUM FUNCTIONAL REQUIREMENTS AS ARTICULATED IN SECTION – III (05)

S. No.	Functional Requirements	Description	Compliance (Yes/No)
1	Marketplace & Storefront (and its sub points)		
2	Seller Management (and its sub points)		
3	Product Management (and its sub points)		
4	Inventory Management (and its sub points)		
5	Order Management System (OMS) (and its sub points)		
6	Logistics Management (and its sub points)		
7	Payment Management (and its sub points)		
8	Promotions & Marketing (and its sub points)		
9	Customer Management (and its sub points)		
10	Reporting & Analytics (and its sub points)		
11	Administration (and its sub points)		
12	Integration Requirements (and its sub points)		
13	Security Requirements (and its sub points)		
14	Performance Requirements (and its sub points)		
15	Mobile Applications (and its sub points)		
16	AI & Smart Features (and its sub points)		
17	Additional Important Requirements (and its sub points)		

COMPLIANCE SHEET

MINIMUM OPERATIONAL REQUIREMENTS FOR END-TO-END MARKETPLACE OPERATIONS, AS ARTICULATED AT SECTION – III (06)

S. No.	Operational Requirements	Description	Compliance (Yes/No)
1	Seller Onboarding & Enablement		
2	Product Catalogue Management		
3	Inventory Operations		
4	Order Management		
5	Logistic Operations		
6	Customer Support		
7	Seller Support		
8	Payment Operations		
9	Quality Operations		
10	Return & Reverse Operations		
11	Dispute Resolution		
12	Fraud & Risk Management		
13	Reporting & Analytics		
14	Marketplace Governance		
15	Compliance Management		
16	Technical Operations		

Technical Response Form

Category	Parameter	Proposal / Response & Evidence Reference (document / page ref.)
Platform Technology	A1 — Technology stack and AI capabilities (architecture summary)	
	A2 — Mobile applications (store links, rating, review count)	
	A3 — Platform uptime with dedicated hosting (last 12 months)	
	A4 — API & integration capability (couriers, payments, stores; API documentation)	
	A5 — Data security certifications and compliance (ISO/IEC 27001, PCI-DSS or equivalent)	

Operational & Platform Strength	B1 — Total Completed Orders on platform (July 2025 – June 2026)	
	B2 — Last Year Sales / GMV on platform, PKR Million (July 2025 – June 2026)	
	B3 — Total No. of Active Sellers on platform	
	B4 — Order Delivery Percentage and Order Dispatch Percentage (last year)	
	B5 — Dedicated operational team size (with payroll evidence)	

CONTENTS

1. Compliance Sheet for Minimum Functional Requirements of the Technology Solution/Marketplace Platform, confirming item-by-item conformance.
2. Compliance Sheet for Minimum Operational Requirements for End-to-End Marketplace Operations, confirming item-by-item conformance.
3. Documentary evidence for each scored parameter (A1–A5, B1–B5), including platform analytics/KPI reports for orders, GMV, fulfilment and uptime, summary of the dedicated operational team, app-store links, API documentation, and security certifications.
4. Live demo link and platform screenshots; the bidder shall be prepared to give a live demonstration/presentation to the evaluation committee upon request.
5. Client contracts, agreements, LOIs or partnership documents of the last three (3) years (where the bidder is a service provider rather than a marketplace), and Google Analytics/traffic reports (last 12 months), where applicable.
6. Undertaking to assign a dedicated team for end-to-end marketplace operations throughout the term.
7. Undertaking of capacity for custom/bespoke development requested by PITB.
8. Undertaking to fulfill Exit Management & Transition obligations, as articulated in Special Conditions of the Contract, including a six (06) month Transition Period, transfer of the complete technology stack, full data handover, and training of PITB (or successor) personnel.
9. Undertaking that the firm unconditionally accepts the Service Level Agreement at Annex A, including the service-credit and termination provisions therein.

Stamp & Signature of Bidder ______________________

8.9. Contract Form

(For each Lot separately)

THIS AGREEMENT made on the _____ day of __________ 20_____ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award.
(g) Contract agreement
(h) Annex A — Service Level Agreement
(i) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification 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 Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by ________________ the ________________ (for the Procuring Agency)

Signed, sealed, delivered by ________________ the ________________ (for the Supplier)

8.10. Financial Bid Form/Price Schedule
E-COMMERCE MARKETPLACE TECHNOLOGY AND OPERATIONS

Price Table (For 1st year)

S. No.	Item	Price in PKR inclusive of taxes
P1	**Onetime Non-recurring Price:** To Setup Technology Solution/Marketplace Platform as per the Minimum Functional Requirements articulated in Section – III (05), along with Source Code (IP) handover.	
P2	**End-to-End Marketplace Operations Price (For 1st year – After Setup of Marketplace Platform, OAT, UAT, & Go-Live):** As per the Minimum Operational Requirements for End-to-End Marketplace Operations, as articulated at Section – III (06).	
	Total Bid Price (A) – 80% Weightage	**A = P1 + P2**

Total Price (A) – In Figures =
Total Price (A) – In Words =

Single Commission Percentage (For 2nd and 3rd Year)

S. No.	Item	Commission Percentage
C	**Single Percentage Demand from the Commission Charged to the Sellers, applicable uniformly to the 2nd and 3rd year (and to any extension period): as per the Minimum Operational Requirements for End-to-End Marketplace Operations, articulated at Section – III (06). To be quoted to two decimal places, inclusive of all applicable taxes.**	
	Total Commission Demand (B)– 20% Weightage	**B = C**

Notes:

(i) C shall be quoted to two decimal places and shall apply uniformly to Years 2 and 3, and to any extension period granted under the Contract. A quote of 0.00% shall render the bid non-responsive.
(ii) All prices in PKR, inclusive of all applicable taxes and duties. Bids excluding applicable taxes shall be rejected.
(iii) Prices are fixed and not subject to adjustment for the duration of the contract (GCC 17 / SCC 12).

(iv) P1 and P2 must cover all e-Commerce Service Provider responsibilities under Section III, including development, customization, BRD/mockup iterations, maintenance, upgrades, cybersecurity, operations, customer and seller support, logistics coordination and reporting, excluding only costs expressly allocated to PITB in the Scope of Collaboration (marketing budget and hosting infrastructure cost).

(v) C is the Service Provider’s share of seller commission only; all marketplace receipts shall land in the PITB account (Section III, Scope of Collaboration) and the Service Provider’s share shall be disbursed per the Payment Mechanism (GCC 16 / SCC 11).

(vi) No conditional, alternative or partial-scope financial bids. Bid validity: 120 days from bid opening.

(vii) Arithmetic corrections per ITB 2.5.6: unit price prevails over total; words prevail over figures.

Stamp & Signature of Bidder ______________________

8.11. Bid Security Form

(For each Lot separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- Bid Security should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.)

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____________ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **thirty (30) days** after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[Signature]

8.12. INTEGRITY PACT

(For each Lot separately)

- **To be signed by the awardee**

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

Contract No.________________ Dated __________________
Contract Value: ________________
Contract Title: _________________

……………………………… [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 the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, 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 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 consultation 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, representation or warranty.

[Name of Supplier] 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. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Employer: ………………	Name of Contractor: …………
Signature: ………………………..	Signature: ……………………
[Seal]	[Seal]

Section IX- Check List

(For each Lot separately)

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A**) or "**Check Mark"** the relevant columns, mark the Section Number, and attach this Checklist on top of the Technical Proposal.

SECTION No.	Description/Documents	Technical Proposal	Financial Proposal
1	**Technical Bid Form & Compliance Table** (as per **form 8.8** of Bidding documents) on letter head of the firm, duly signed and stamped.		
2	**Bid Security should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.**		
3	**Original Bid form** (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	**Bidder Information Form** (as per **form 8.4** of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	**General Information Form** (as per **form 8.5** of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	**Copy of Registration with Income Tax Authorities - National Tax Number (NTN)**		
7	**Copy of Registration with relevant Sales Tax Authorities**		
8	**Copy of Income Tax and Sales Tax (Operative Status)**		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head: (i) The firm is not blacklisted by the procuring agency and PPRA. (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) (iii) The firm certifies the correctness of information. (iv) The firm complies with Section – III "Technical Requirements", and Section – VII "Schedule of Requirements" of the Bidding Document. (v) The firm complies with all terms & conditions mentioned in the Bidding Documents. (vi) The firm complies that its Bid is valid for 120 days after opening of the E-Bid. (vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable. (viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within twenty-five (25) days of the issuance of notification of award/Letter of Intent (LOI). (ix) The firm certifies that it will assign a dedicated team to run the end-to-end operations of the marketplace. (x) The firm certifies that it has capacity and will ensure development of custom features or bespoke development requested by PITB to host the platform. (xi) The firm certifies that it will provide marketing plan to effectively execute the marketing campaign of the platform. (xii) The firm unconditionally accept the Exit Management & Transition obligations, as articulated in Special Conditions of the Contract, including a six (06) month Transition Period, transfer of the complete technology stack, full data handover, and training of PITB (or successor) personnel. (xiii) Undertaking that the firm unconditionally accepts the Service Level Agreement at Annex A, including the service-credit and termination provisions therein		
10	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable)		

11	**Authorization Documents/Mal/MAF/Certificates/Licenses/Verifiable Links etc. or any other documentary evidence to the same effect**, as per the Evaluation Criteria		
12	**Relevant Past Experience Documents**, as per the Evaluation Criteria, on letter head of the firm, duly signed and stamped.		
13	**All required samples (if demanded)** have been submitted to *[name of the Procuring Agency/Department/Team] or attached with the Technical Proposal.*		
14	**Financial Bid Form** (as per **form 8.10** of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	**Bid Security Form** (as per **form 8.11** of Bidding documents)		

Stamp & Signature of Bidder ___________________

Annex A — Service Level Agreement

Procurement of E-Commerce Marketplace Technology and Operations (EGOV-05) — Punjab Information Technology Board (PITB)

1. Purpose and Application

1.1 This Annex A forms an integral part of the Contract and shall be read together with the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and Section III (Technical Requirements & Scope of Services). In the event of conflict, the SCC shall prevail over this Annex, and this Annex shall prevail over the GCC.

1.2 This SLA applies from the date of the Go-Live Acceptance Certificate (Milestone M2) until expiry or termination of the Contract, including any extension period (Years 4–5) and the Transition Period under SCC 25.

1.3 Delay in achieving Milestones M1 and M2 is governed exclusively by liquidated damages under GCC 23 / SCC 13 and is not subject to Service Credits under this Annex.

2. Definitions

Term	**Meaning**
Measurement Period	Each calendar quarter (or part thereof), the first commencing on the first day of the quarter following the Go-Live Acceptance Certificate (M2).
At-Risk Amount	In Year 1: the quarterly instalment of the Operations Price (P2) for the Measurement Period. In Years 2–3 and any extension: the aggregate commission disbursements payable to the Service Provider for the Measurement Period (SCC 11).
Platform Uptime	The percentage of time in the Measurement Period during which the marketplace platform (web, mobile applications and payment functions) is available to users, excluding Excluded Downtime (Clause 9). Formula in Appendix A-1.
Order Dispatch Rate (ODR)	The percentage of confirmed seller orders (net of buyer-initiated cancellations) dispatched to a courier with a valid tracking number within the dispatch window stated in the marketplace buyer policy [recommended: 48 hours from order confirmation]. Formula in Appendix A-1.
Complaint Resolution Time (CRT)	The average elapsed time, across all support channels, from receipt of a buyer complaint to its closure with the buyer notified of the outcome. Formula in Appendix A-1.
Service Credit	A reduction of the At-Risk Amount under Clause 5. Service Credits are an adjustment of the Contract Price and not a penalty.
Severity-1 / 2 / 3	Incident severity classifications defined in Table 2 (Clause 4).

3. Service Levels and Service Credits

3.1 Table 1 sets out the credit-bearing Key Performance Indicators (KPIs). Each KPI is measured over each Measurement Period.

Ref	KPI	Target	Service Credit on breach
SL-1	Platform Uptime	≥ 98%	2% of the At-Risk Amount
SL-2	Order Dispatch Rate	≥ 85%	2% of the At-Risk Amount
SL-3	Average Complaint Resolution Time	≤ 12 hours	2% of the At-Risk Amount

3.2 Escalation. If the same KPI is breached in two consecutive Measurement Periods, the Service Credit for that KPI doubles to 4% for the second and each further consecutive breached period.

3.3 Cap. Aggregate Service Credits shall not exceed ten percent (10%) of the At-Risk Amount in any Measurement Period (SCC 11).

4. Incident Management

4.1 The Service Provider shall classify, respond to and resolve incidents in accordance with Table 2. Incident performance is monitored through the quarterly KPI/SLA report; it does not attract Service Credits, but counts towards Repeated SLA Failure (Clause 8) and Milestone M3 (SCC 11).

Severity	Definition (examples)	Response	Resolution
Severity-1	Platform or payment processing down or materially unusable; confirmed data breach; order processing halted.	30 minutes	24 hours (workaround within 4 hours)
Severity-2	Major function degraded (e.g., search, checkout, seller portal, courier or payment-gateway integration) with no acceptable workaround.	2 hours	3 business days
Severity-3	Minor defect or degradation with a workaround; cosmetic issues.	1 business day	10 business days or next scheduled release

4.2 Any data breach shall additionally be reported to PITB within twenty-four (24) hours (SCC 19).

5. Service Credit Mechanism

- Service Credits are calculated by the Service Provider in the quarterly KPI/SLA report, verified by the Joint Governance Committee (JGC), and deducted from the next payment or commission disbursement due to the Service Provider.
- Service Credits are independent of, and additional to, liquidated damages under GCC 23 / SCC 13, which apply only to delay in Milestones M1 and M2.

- Service Credits are the sole financial remedy for breach of the KPIs in Table 1, without prejudice to PITB's rights of termination (SCC 24), recourse to the Performance Guarantee (GCC 7 / SCC 3), and remedies for other breaches of the Contract.
- Any Service Credit not recoverable by deduction may be recovered from the Performance Guarantee.

6. Measurement and Reporting

- The Service Provider shall measure all KPIs from platform system logs and ticketing records, retain the underlying raw data for at least twelve (12) months, and permit PITB to audit it on request.
- A quarterly KPI/SLA report in the format of Appendix A-1 shall accompany each invoice (Year 1) or be submitted within ten (10) days of quarter-end (Years 2 onwards), per SCC 11 and Section III (06) — Reporting & Analytics.
- If the report is not submitted, the related invoice or disbursement is not payable until it is. If measurement data for a KPI is unavailable for reasons attributable to the Service Provider, that KPI is deemed breached for the Measurement Period.

7. Remediation and Escalation

7.1 For every KPI breach or Severity-1 incident, the Service Provider shall submit a written remediation plan (root cause, corrective action, prevention) to the JGC within five (5) business days and implement it within the timeline agreed by the JGC.

7.2 Escalation path: Service Provider service manager → JGC → dispute resolution under GCC 28 / SCC 14.

8. Repeated SLA Failure

8.1 A "Repeated SLA Failure" — constituting "repeated SLA failures" for the purposes of termination under SCC 24 — occurs upon any of the following:

(a) the same KPI in Table 1 is breached in two (2) consecutive Measurement Periods;

(b) three (3) or more KPI breaches (in aggregate) occur within any four (4) consecutive Measurement Periods; or

(c) three (3) or more Severity-1 incidents exceed their resolution target within a single Measurement Period.

8.2 Upon a Repeated SLA Failure, PITB may issue a notice under SCC 24 and, where the failure is capable of remedy, terminate if it is not remedied within thirty (30) days, in addition to encashing the Performance Guarantee.

9. Exclusions

9.1 The following are excluded from Platform Uptime and KPI measurement ("Excluded Downtime"):

(a) Force Majeure events under GCC;

(b) planned maintenance notified to PITB at least seven (7) days in advance, scheduled outside peak hours, up to four (4) hours per month in aggregate;

(c) failures solely attributable to acts or omissions of PITB; and

(d) nationwide internet or utility outages beyond the Service Provider's reasonable control.

9.2 Failures of subcontractors, courier partners and payment partners are not excluded; the Service Provider remains fully responsible for them (Section III 4.2(g)).

10. Governance and Review

10.1 The JGC shall review SLA performance each quarter. KPI targets and this Annex may be varied only by written agreement of both parties through the JGC. Annual performance reviews and any contract extension (Years 4–5) shall be informed by the KPI/SLA reports under this Annex (SCC 33).

Appendix A-1 — KPI Formulas and Report Format

KPI	Formula
Platform Uptime (%)	(Total minutes in Measurement Period − unplanned downtime minutes) ÷ (Total minutes − Excluded Downtime minutes) × 100
Order Dispatch Rate (%)	Orders dispatched to courier within the dispatch window ÷ (confirmed orders − buyer-initiated cancellations) × 100
Complaint Resolution Time (hrs)	Σ (complaint closure time − complaint receipt time) ÷ number of buyer complaints closed in the Measurement Period

The quarterly KPI/SLA report shall state, for each KPI: target, achieved value, breach (Y/N), applicable Service Credit, Severity-1/2/3 incident log (count, response and resolution times), remediation actions, and cumulative breaches for the purposes of Clause 8.