

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT: Pakistan Software Export Board
- FEDERAL / PROVINCIAL GOVT.: Federal Government
- TITLE OF CONTRACT: Provisioning of Marketing Outsourced Staff at Islamabad, Lahore, Karachi and Quetta
- TENDER NUMBER: A (01)/PSEB/2022-24
- BRIEF DESCRIPTION OF CONTRACT: Providing of Human Resource staff at different location of PSEB in Pakistan
- TENDER VALUE: 11,938,176/- (Inclusive of Salary and Services Charges).
- ENGINEER'S ESTIMATE: NIL
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: 01ST September,2022 till 31ST August, 2024
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? _____ Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website _____ Yes / No
(Federal Agencies) A(01)/PSEB/2022-24 (If yes give date and PPRA's tender number)
 - (ii) News Papers _____ Yes / No
The News and Daily Express (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 24th June, 2022 at 03:00pm and had open on the same date at 03:30pm
- NATURE OF PURCHASE _____ Local / International
- EXTENSION IN DUE DATE (If any) _____ Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD: No
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes /
No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes /
No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____

c) TWO STAGE BIDDING PROCEDURE. _____

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY: Managing Director, PSEB

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED: Six (06) Bids were received

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER__ Yes /
No

➤ WHETHER INTEGRITY PACT WAS SIGNED _____ Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS : Five Bidders was present at time of opening of bids
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S ECS Apt No. 03, Block No. 26, PHA, G-7/1, Islamabad
 - RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
 - a. M/S ECS
 - b. M/S HR Business Solutions
 - c. M/S Solochociez
 - NEED ANALYSIS (Why the procurement was necessary?) PSEB BoD approved the essential positions
 - IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) NIL

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ **Yes / No**

- DATE OF CONTRACT SIGNING: 30th August, 2022
(Attach a copy of agreement)

- CONTRACT AWARD PRICE: 3.63% in amount of Rs, 38,848/-inclusive of sales tax

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ **Yes / No**
(Attach copy of the bid evaluation report)

- ANY COMPLAINTS RECEIVED _____ **Yes / No**
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ **Yes / No**
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA _____ **Yes / No**
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: Pakistan Software Export Board
2. Method of Procurement: Single Stage Two Envelop Procedure
3. Title of Procurement: Request for Proposals "**Provisioning of Marketing Outsourced Staff/ Services for PSEB Offices at Islamabad, Karachi Lahore and Quetta**"
4. Tender Inquiry No.: A (01)/PSEB/2022-24
5. PPRA Ref. No. (TSE): TS-483220E
6. Date & Time of Bid Closing: Friday 24th June 2022 at 1500 hrs.
7. Date & Time of Bid Opening: Friday 24th June, 2022 at 1530 hrs..
8. No of Bids Received: Six(06) bids received
 - i. M/S ECS (Private) Limited
 - ii. M/S Solochoicez
 - iii. M/S 360 Technologies
 - iv. M/S HR Business Solutions
 - v. M/S Abacus
 - vi. M/S Knight Human Resources

Note: 48 marks out of 80 is mandatory to qualify for financial bid opening

9. Criteria for Bid Evaluation:

Technical Evaluation 48 marks out of 80 is mandatory to qualify for financial bid opening, five (05) companies out of six (06) were qualified, the companies are as follows:

Qualified:

- i. M/S ECS (Private) Limited
- ii. M/S Solochoicez
- iii. M/S 360 Technologies
- iv. M/S HR Business Solutions
- v. M/S Abacus

Disqualified M/S Knight Human Resources



Financial Evaluation: Lowest quoted percentage rate of service charges (inclusive of sales tax) is selected for the award of contract

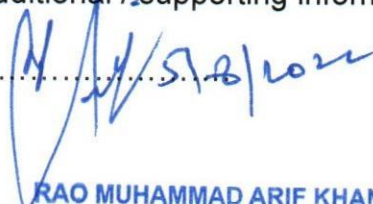
10. Details of Bid(s) Evaluation:

Name of Bidder	Marks		Evaluated Cost	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)		
M/S Abacus	57.99	80% per month (inclusive of sales tax)	976,000/- per month (inclusive of sales tax)	Qualified
M/S Knight Human Resource	29.33	-----	-----	Disqualified
M/S 360 Technologies	66.99	24% per month (inclusive of sales tax)	292,800/- per month (inclusive of sales tax)	Qualified
M/S Solochoicez	66.99	17.95% per month (inclusive of sales tax)	218,990/- per month (inclusive of sales tax)	Qualified
M/S HR Business Solutions	56.99	3.99% per month (inclusive of sales tax)	48,678/- per month (inclusive of sales tax)	Qualified
M/S ECS	56.99	3.63% per month (inclusive of sales tax)	44,286/- per month (inclusive of sales tax)	Qualified (Most Advantageous Bidder)

Lowest Evaluated Bidder: M/S ECS (Private) Limited (3.63% per month (inclusive of sales tax))

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:



RAO MUHAMMAD ARIF KHAN
 Manager Administration & HR
 Pakistan Software Export Board (G) Ltd
 Ministry of Information Technology
 IT & Telecom Division
 Islamabad

Official Stamp:

***Standard Bidding Documents (SBD)**



HR OUTSOURCING AGREEMENT

This AGREEMENT is made this 30th day of August, 2022, by and between

M/s EC Services (Pvt.) Limited, a company incorporated under the Laws of Pakistan and registered with Securities and Exchange commission of Pakistan having office at Apt No. 03, Bock No. 26 PHA, G-7/1, Islamabad (Hereinafter called the "**Company**")

AND

M/s Pakistan Software Export Board (PSEB) is the entity within the Government charged with the task of accelerating growth in the Information Technology (IT), and Information Technology enabled Services (ITeS) industry. (Hereinafter called the "**Client**")

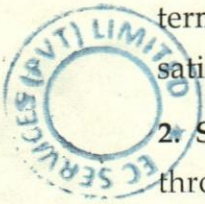
The COMPANY and CLIENT are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Parties have agreed that, upon and subject to the terms and conditions contained herein, the Company will provide HR outsourcing services to the client as per its' requirement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

1. Term: The initial contractual period will be for Two (02) years commencing from 1st September 2022 to 31st August 2024 (hereinafter referred to as "**the Term**"), during the term of the Agreement, extendable one time (maximum one year) upon subject to satisfactory performance and with the mutual consent of both the parties.

2. Scope of Services: The Company will provide required staff as per **Appendix A** through qualified resources, in accordance with all applicable terms and conditions of this Agreement and as per published ToR. The monthly salaries provided in Appendix



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A provide maximum ceiling amount against each position and inclusive of employee benefits (if any) provided to the outsourced staff by the Company.

3. Payment: The Client shall pay the Company at the rate Specified in Appendix B with a 10% annual increase on a yearly basis, for the provision of Staff and Service Charges. No other fee or expenses shall be paid to the Company unless the Client has approved such fee or expenses in writing.

- The Company along with its Invoice will provide requisite evidence in support of transfer of designated salaries as per Appendix A to the Staff i.e., copies of the cheques and/or other supporting documents and the Company agrees to make all revisions, additions, deletions, or alterations as requested by the Client.
- The Payment shall be disbursed monthly by the client to the Company without causing any delay, otherwise reasonable.
- The Company shall be solely responsible for any and all taxes, EOBI and all other levies applicable to such compensation and/or fee.

4. Obligations of the Company:

Upon completing the Services agreed upon the Company represents and warrants that the Services (or any part of it):

- Complies with all requirements provided by the Client in Annexure A and B.
- The Services must conform to general standards as determined by the Client and as mentioned in the TORs.

5. Indemnification and Limitation of Liability

- To the extent permitted by law, the Company will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Company's breach of this Agreement; its failure to discharge its duties and responsibilities; or the negligence, gross negligence, or willful misconduct of the Company or the Company's officers, employees, or authorized agents in the discharge of those duties and responsibilities.



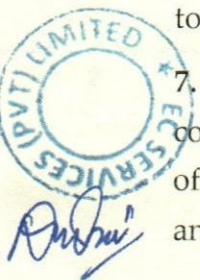


- To the extent permitted by law, the Client will defend, indemnify, and hold the Company and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the negligence, gross negligence, or willful misconduct of the Client or the Client's officers, employees, or authorized agents in the discharge of those duties and responsibilities. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 60 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

6. Termination: This agreement can be terminated by PSEB at any time within sixty (60) days advance notice and without assigning any reason.

7. Confidential Information: Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession or use of the CLIENT's confidential information will be imputed to Company as a result of Assigned Employees' access to such information.

7. Entire Agreement: This Agreement, and any annexures, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and





understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8. Cooperation: The parties agree to cooperate fully and to aid the otherparty in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve AssignedEmployees.

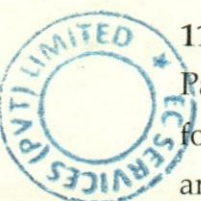
8. Amendments and Assignment: This Agreement may be amended only by written agreement duly executed by an authorized representative of each party. This Agreement shall not be assigned by either party without the express, written consent of the other party

9. Severability: If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Force Majeure: Neither party will be responsible for failure or delay in the performance of this Agreement if the failure or delay caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Parties shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

10. No Waiver: A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

11. Dispute Resolution, Governing Law and Jurisdiction: All disputes between the Parties in relation to or arising from this Agreement shall be referred to the Arbitrator for arbitration, in accordance with procedures laid down in Arbitration Act 1940 or any amendment or re-enactment thereof. The arbitral award given as such shall be final and binding on the Parties. The cost of such arbitration shall be borne by any party filing for



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arbitration provided that such cost shall stand reimbursed in favour of the party that prevails thereto.

12. Notice: Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier or emailed to the address as below. Such communications shall be effective when the addressee receives them.

13. Terms and Conditions:

- a. PSEB reserves the right to increase or decrease the number of posts depending upon its requirements at the time of issuance of staff requisition.
- b. The provided staff will be the responsibility of the vendor/service provider. Any sort of damage/loss that occurred due to manhandling of equipment/assets by the staff of the vendor will be the responsibility of the vendor to take care of and compensate on an actual basis.
- c. The deputed staff will be under the administrative control of PSEB management.
- d. The operational expenses like utility bills, stationery, entertainment, and network cabling will be borne by PSEB itself. Any expense done by the vendor without prior approval of PSEB will not be reimbursed to the vendor.
- e. Any extra duty performed by the staff will be paid as overtime as per PSEB rules.
- f. Taxi claims will also be paid as per PSEB rules and regulations.
- g. Outstation travel will be allowed in case of tasks assigned by the management and expenses will be borne by PSEB.
- h. No Medical facility will be provided by PSEB.
- i. Per Month 3 leaves will be allowed to the staff. Leaves are not encashable and leaves can be accumulated up to 18 days on 31st December of each year, any leaves exceeding 18 days shall stand lapse on 31st December of each year.
- j. The outsourced staff hired under the subject RFP shall ensure compliance

with PSEB's administrative policies such as punctuality of office timings, code of conduct and ethics policies, communication protocols and assigned





responsibilities.

- k. The Service Provider/ Company shall submit an invoice on monthly basis along with a list of staff with payment acknowledgement made to the outsourced staff each month.
- l. Must ensure timely salaries to staff/ employees according to contract and the evidence of salaries, and vendor must submit the physically salary slips and bank deposit slips.
- m. The vendor /company will keep close liaison with PSEB HR department in the whole selection process of the candidates including shortlisting, evaluation, and final selection.
- n. That during, after the completion or in case of termination of this agreement, PSEB shall not entertain the staff as an employee of PSEB. Staff borrowed by the Company shall have no right to claim any employment, whatsoever.

The Company:

Nayyar Qureshi, CEO

EC Services (Pvt.) Limited

Apt No. 03, Block No. 26, PHA, G-7/1, Islamabad

Phone: 051-8749532 Mob: 92 (300) 855 2749

Email: nqureshi@excelconsulting.tech, nayyar.qureshi@outlook.com

The Client:

Rao Muhammad Arif Khan

Manager Administration

Pakistan Software Export Board (G) Limited

2nd Floor, Evacuee Trust Complex, F-5 Aga Khan Road Islamabad.

Telephone: + 92-51-9204074, Ext:117 Fax: 051-9204075

e-mail rarif@pseb.org.pk





13. **BINIDNG:** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

IN WITNESS WHERE OF, the parties hereunto have signed this deed this 30th day of August, 2022.

For Company

Name: Nayyan

CNIC No: 61101-3969026-10

Signature: [Signature]

Witness 1:

Name: Nasir Saeed

CNIC No: 82203-9255215-7

Signature: [Signature]

For Client

Name: Raza Muhammad Arif Khan

CNIC No: 37405-1802893-1

Signature: [Signature]

Witness 2:

Name: Muhammad Fahem Akhtar

CNIC No: 37405-0363271-7

Signature: [Signature]



APPENDIX A

CURRENT REQUIREMENT OF STAFF

Currently, PSEB's requirement of staff is as under which may increase or decrease as per its requirements;

S#	Job Title	Positions	Monthly Compensation per Post	Total Compensation
1	Content Writer	1	Rs. 120,000/-	Rs. 120,000/-
2	Graphic Designers	1	Rs. 120,000/-	Rs. 120,000/-
3	Web Administrator	1	Rs. 150,000/-	Rs. 150,000/-
4	Domestic Business Coordinators	4	Rs. 60,000/-	Rs. 240,000/-
5	Relationship Officers/Receptionists	3	Rs. 60,000/-	Rs. 180,000/-
6	Video Editor / photographer	1	Rs. 150,000/-	Rs. 150,000/-
Total 11				Rs.960,000/-

Qualification and relevant criteria against all positions are defined in the TORs of the respective tender. The payment will be made as per actual outsourced /hired positions.





APPENDIX B

BREAKDOWN OF MONTHLY SERVICES FEE AND SATFF SALARIES

S. No	Description	Amount
A	Total Gross Monthly Salary of all positions	960,000
B	Rate of the services inclusive of sales tax and other all applicable taxes.	3.63%
C	Quoted Amount of Service Charges against quoted percentage rate inclusive of Sales Tax and all other applicable taxes.	34,848
D	Total Amount inclusive of salary plus services charges (Per month)	994,848
E	Total amount per annum charges (Inclusive of Salary + Service Charges)	11,938,176

The above prices will be extendable with a 10% annual increase on a yearly basis



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