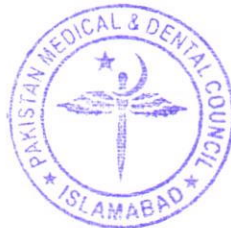


**PAKISTAN MEDICAL & DENTAL COUNCIL
ISLAMABAD**



**REQUEST FOR PROPOSAL
OF
PROVISION OF WHATSAPP API SERVICE**

**PM&DC SECRETARIAT BUILDING, MAUVE AREA,
SECTOR G-10/4 ISLAMABAD**



Contents

1. Invitation to Bid	3
2. Instructions to Bidders.....	3
3. Conditions for Eligibility.....	4
4. Scope of Work.....	5
5. Bill of Quantity.....	5
6. General or Specific Conditions of Tender.....	6
7. General or Specific Conditions of Tender.....	6
8. Delivery Timeline	7
9. Technical Evaluation Criteria.....	7
10. Financial Evaluation Criteria.....	7
11. Performance Security	7
12. Submission of Bids (Technical and Financial Proposal).....	7
Annex-A (Organization Information)	8
Annex-B (Eligibility Criteria Checklist).....	9
Annex-C (Relevant Experience)	10
Annex-D (Technical Evaluation Criteria).....	11
Annex-E (Technical Evaluation Criteria).....	12
Annex-F (Declaration)	13
Draft Contract.....	14
All Schedules to be inserted at the time of Signing of the Agreement	21



1. Invitation to Bid

Pakistan Medical & Dental Council (PM&DC), an autonomous body of the Federal Government established under the PM&DC Act, 2022, invites sealed bids from authorized service providers registered with Income Tax and Sales Tax Authorities having active taxpayer status, for provision of **Whatsapp API Services** at PM&DC Headquarters, Islamabad using single stage-two envelope bidding procedure under the Public Procurement Rules, 2004 and the e-Pak Procurement Regulations, 2023. Interested bidders fulfilling the prescribed eligibility criteria in the bidding documents may submit their bids.

1. Bidding documents containing instructions to bidders, eligibility/ evaluation criteria, general terms and conditions etc. are available at Public Procurement Regulatory Authority (PPRA)'s e-Pak Acquisition and Disposal System (EPADS) Online Portal i.e. www.eprocure.gov.pk.

2. The bids, prepared in accordance with instructions in the bidding documents, may be uploaded through EPADS i.e., www.eprocure.gov.pk on or before **13th July, 2026 at 10:30 AM**. Bids will be opened the same day at least 30 minutes after the closing time at of Pakistan Medical and Dental Council, G-10/4 Islamabad in the presence of representatives of bidders, if they chose to attend the proceedings. **Pre-Bid meeting** at PM&DC on 30th June, 2026.

Only e-bids received through EPADS will be entertained.

Primary Contact Detail:

Imran Zafar

Procurement Officer

Pakistan Medical & Dental Council

Ph.051-9190000 Ext-706

2. Instructions to Bidders

- 2.1 The selection of a company/firm will be based on the Least Cost Method and the bids to be prepared/ submitted as per Single Stage Two Envelope bidding procedure. The Bidders are expected to examine all instructions, forms, terms and conditions of the bidding documents. Failure to furnish all information required in the bidding documents and/or to submit a bid not substantially responsive to the bidding documents will be at the bidder's risk, which may result in rejection of his bid.
- 2.2 The bid shall be a single sealed package consisting of two separate sealed envelopes, for financial and technical proposals to be submitted through EPADS portal.
- 2.3 In the first instance, the "Technical Proposal" shall be opened through EPADS Portal and "Financial Proposal" shall be retained unopened in the custody of PM&DC.
- 2.4 PM&DC shall evaluate the Technical Proposal in a manner prescribed in this document, without reference to the price and condition. PM&DC shall reject any proposal which does not conform to the specified requirements.
- 2.5 During the technical evaluation, no amendments in Technical Proposal shall be permitted. However, the PM&DC reserves the rights to request submission of additional information from the bidders to clarify/further understand aspects of technical proposal, if required. PM&DC also reserves the right to verify any information provided by the bidder.
- 2.6 After evaluation of the technical proposals, PM&DC shall open the financial proposals of the technically responsive bidders, publicly at a time, date and venue to be announced and communicated to the bidders in advance through EPADS Portal, within the bid validity period.
- 2.7 The financial bids of technically non-responsive bidders will be rejected and returned un-opened to respective bidders.



- 2.8 The Technical and Financial Proposal will be evaluated based on PM&DC's evaluation criteria as provided in this document.
- 2.9 The bid shall remain valid for the period of 90 days from the date of bid opening.
- 2.10 This document has different sections carrying information of eligibility, technical evaluation criteria, scope of work and conditions of tender etc. to assist the potential bidders to develop their technical proposals.
- 2.11 Sealed Bids to be submitted through EPADS portal by closing date & time as mentioned in the invitation to bids.
- 2.12 PM&DC has the right to visit business premises to verify the information shared in tender documents. Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- 2.13 PM&DC reserves the right to award or not to award the contract and bidders who fail to submit complete and attach all the relevant documents shall be disqualified. No bid shall be accepted, if not properly sealed, marked, signed and stamped.
- 2.14 Clarifications about this bidding document may be asked in writing through EPADS portal and will be replied as per schedule dates.
- 2.15 Although adequate thought has been given in the drafting of this document, errors such as typos may occur for which PM&DC will not be responsible.
- 2.16 Companies/Firms cannot apply by forming a consortium (both local or international firms/ companies).
- 2.17 The Procuring Agency, at its discretion, may extend "Deadline for Submission of Bids". In such case, all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the extended deadline.
- 2.18 The Procuring Agency shall not consider any bid that arrives after the "Deadline for Submission of Bids". Such bids shall be declared late, rejected, and returned unopened to the bidder.
- 2.19 Bid Security to be placed in sealed Financial Proposal envelopes.
- 2.20 Alternate bidding proposals are not allowed, if a bidder submits more than one technical or financial proposal, all proposals of that bidder shall be rejected.
- 2.21 During the examination and evaluation of the bids, PM&DC at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing through email or EPADS. However, no change in substance of the bid shall be sought, offered or permitted after bid submission.
- 2.22 The duration of the contract shall be for the period of one (01) year and prices shall be locked for the same period and may be extended on the satisfactory performance.
- 2.23 In case the day of bid submission and opening falls on a public holiday, the next working day shall be considered as the deadline for the same.

3 Conditions for Eligibility

- 3.1 The Bidder must be a registered entity in Pakistan, duly incorporated under the relevant applicable laws. A copy of the Certificate of Incorporation/Company Registration Certificate must be provided.
- 3.2 The Bidder must possess a valid National Tax Number (NTN) and General Sales Tax (GST) registration (where applicable), in the name of the bidding entity. Documentary evidence of registration must be attached.
- 3.3 The Bidder must be an active taxpayer as per the Federal Board of Revenue (FBR) Active Taxpayer List on the date of bid submission. A recent status report from the FBR must be submitted.
- 3.4 The Bidder shall submit an affidavit on stamp paper, duly signed and stamped, affirming that the bidding entity has not been blacklisted or barred from participating in public procurement processes by any government or semi-government organization, whether local or international.



- 3.5 The Bidder must hold a valid and current license from the Pakistan Telecommunication Authority (PTA) authorizing the provision of services in line with the Scope of Work outlined in this RFP. A copy of the relevant license(s) must be provided.
- 3.6 Failure to furnish complete documentary evidence in support of the above eligibility criteria, using the prescribed “Eligibility Criteria Checklist” (Annexure B), shall result in immediate disqualification of the bidder, and no further evaluation—technical or financial—shall be undertaken.
- 3.7 The Bidder must ensure complete and unconditional compliance with all Terms of Reference (TORs) and provisions set forth in this RFP. Partial or selective compliance shall render the bid non-responsive and liable for disqualification.
- 3.8 The Bidder must demonstrate prior experience of successfully providing WhatsApp Business API services to a minimum of ten (10) reputable public and/or private sector organizations within Pakistan. Relevant work orders or client confirmations must be furnished as documentary proof.
- 3.9 The Bidder must have successfully deployed WhatsApp Business API Solutions with at least two (02) Mobile Network Operators (MNOs) operating within Pakistan, and must possess a Tier-3 certified infrastructure for the delivery of related services. Adequate and verifiable evidence of both deployments and infrastructure certification must be submitted as part of the technical proposal.

4 Scope of Work

The scope of work includes provision, deployment, integration, configuration, and support of WhatsApp Business API services with the existing PM&DC portal/system for communication with doctors/applicants regarding their applications, application status, deficiency notifications, approvals, renewals, verification updates, MDCAT and registration-related information, and other general information. The selected vendor shall ensure secure, reliable, and uninterrupted message delivery, provision of reporting and monitoring mechanisms, compliance with PTA regulations and WhatsApp Business policies, and technical support and maintenance during the contract period while ensuring confidentiality and security of applicant data.

The following scope of work identifies the tasks and responsibilities that the qualifying Company/Firm shall deliver upon, by working closely with the (Software/Networks & Infrastructure Team) of PM&DC:

- 4.1 Provide WhatsApp Business API Solution services to PM&DC for a period of one (1) year, which shall be extendable on an annual basis only on satisfactory performance of the service provider and by mutual consent of both the parties.
- 4.2 WhatsApp Business API solution service coverage shall be for the PM&DC only.

5 Bill of Quantity

Provision of WhatsApp Business API		
Provision of WhatsApp Business API		
Sr. No.	Functionality	Criteria
1	The Chatbot Service provider should have global presence and experience with more than 20 reputable clients in providing WhatsApp Communication Platform.	Must
2	The vendor’s cloud-based services should be ISO certified which ensures the Service quality and Information Security measures.	Must
3	The vendor should have provided WhatsApp services to any Govt/Public sector of Pakistan including the approval process from	Must



	Facebook for that sector as Facebook deals Govt clients individually and case to case basis.	
4	The Chatbot service provider should be a direct BSP (Business Solution Provider) of WhatsApp Business API.	Must
5	The WhatsApp channel shall be accessible via secured APIs and via Web Based portal.	Must
6	The solution should support Omnichannel integration creating chatbots over multiple channels like WhatsApp, Facebook Messenger, Live Chat, etc.	Must
7	The Live Agent platform solution should be easy to use GUI and accessible anywhere across the globe through the Web Interface and Mobile app (Android & IOS).	Must
8	The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif.	Must
9	The Platform should easy handle high load of queries with at least 500 Concurrent users/sessions.	Must
10	The platform should be open and allow connectivity to other PM&DC systems via APIs.	Must
11	The platform should support variety of programming languages e.g., node.js, python and PHP to develop advanced features through Webhooks/API.	Must
12	The chatbot should seamlessly hand-over conversations (chats) to a human agent.	Must
13	PM&DC should have complete ownership and control over data used in the Platform.	Must
14	The expected Service Availability time should be > 99%. Separate Service level Agreement will be signed by the vendor.	Must
15	The vendor should be able to provide 24/7 support.	Must
16	Centralized Portal for Delivery/ usage Reports.	Must

6 General or Specific Conditions of Tender

The successful bidder shall agree to the following terms to provide WhatsApp Service to PM&DC:

- 6.1 All documents and information received by PM&DC from bidders will be treated in strictest confidence and Documents submitted to PM&DC will not be returned.
- 6.2 All expenses related to participation in this bidding document shall be borne by the bidder.

7 General or Specific Conditions of Tender

The successful bidder shall sign and execute the standard contract of PM&DC including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with mutual consent of both parties. Successful bidder will sign a contract and will provide the WhatsApp Service as per the timelines specified in the scope of work after issuance of the Purchase/Service Order.

- 7.1 The duration of the contract shall be 01 years and the prices shall be same during that period without any change in terms & Conditions.
- 7.2 PM&DC may cancel the contract based on unsatisfactory performance by the bidder, by giving a one (01) month notice.
- 7.3 In case of any dispute regarding provisioning of agreed services, the decision of the PM&DC shall be final & binding.



- 7.4 The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PM&DC shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- 7.5 All taxes will be deducted in accordance with the applicable laws.

8 Delivery Timeline

The timeline for the deployment of the internet connectivity services is 01 to 02 weeks after issuance of the purchase order.

9 Technical Evaluation Criteria

This document is governed by the procedure approved by PM&DC management. The technical proposal of eligible organizations will be evaluated against the requirements specified in the "Annexure-D".

10 Financial Evaluation Criteria

The financial proposals of only eligible & technically responsive bidders will be opened in the presence of all the bidders participating in the tender. All bids shall be opened by the Procurement Committee publicly in the presence of the bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding. Chairperson or member of the procurement committee shall read aloud the unit price as well as the bid amount if any and shall record the minutes of the bid opening. All bidders shall sign an attendance sheet at the time of bid opening.

11 Performance Security

- a. The successful bidders will be required to furnish performance securities/guarantees for the amounts equivalent to 10% of the total award value of the Contract, in the form of bank guarantee, issued by a scheduled bank operating in Pakistan acceptable to PM&DC, within 15 to 20 working days from the receipt of notice of successful bidder or the time as may be extended by PM&DC. If the successful bidder fails to deposit performance guarantees within the time stated above, PM&DC retains the right to cancel the notice for award of agreement and the bid security shall be forfeited.
- b. The performance guarantee/security will be returned after completion of the Contract.

12 Submission of Bids (Technical and Financial Proposal)

Complete bid containing Technical and Financial proposal along with Bid Security **Rs. 50,000/-** of bid price in shape of pay order/ bank draft in favor of Pakistan Medical & Dental Council (PM&DC) with all the required information and documentary evidence must be submitted before closing date and time as mentioned in notice of invitation to bid. Technical proposals will be publicly opened on the same day at 11:00 AM at PM&DC Headquarters Islamabad in the presence of bidder's representatives who wish to attend it. In case the day of bid submission and opening falls on a public holiday, the next working day shall be considered as the deadline for the same. Bid Security of disqualified bidders will be returned after awarding the business to successful bidder.

Note: Please provide the required Information/Response to all Annexure mentioned in this document and mark them while submitting the bid.



Annex-A (Organization Information)

Sr. No.	Required Information	Response
1	Legal Name of Organization	
2	Year of Registration/Establishment of the Organization	
3	National Tax Number	
4	General Sales Tax Number	
5	What is the legal status of your organization? Tick the relevant box (one box only). Attach copy/copies of Registration Certificates	Public Sector Organization
		Section 42 Company
		Public Ltd. Company
		Pvt. Ltd. Company
		Pvt. Partnership Firm
6	Name & Designation of Head of Organization	
	Mobile	
	Phone	
	Email	
7	Name Designation of Contact Person	
	Mobile	
	Phone	
	Email	
8	Address of Organization	



Annex-B (Eligibility Criteria Checklist)

Sr. No.	Eligibility Criteria Details	Criteria	Attach Supporting Documents/Proof & mark Yes/No	
			Yes	No
1	Evidence of the bidding firms/company's registration/incorporation	Copy of certificate of incorporation/company registration		
2	Provide National Tax Number (NTN) & GST (if applicable) in the name of Organization	Copy of registration		
3	Should be active taxpayer on the date of submitting the bid	Status Report		
4	Affidavit on stamp paper, declaring that company is not blacklisted by any government/semi government or any listed organization	Affidavit on stamp paper original signed & stamped		
5	Bidders must have a valid license(s) along with any other license (s) required from any other respective Authority to provide us the services as per our given Scope of Work	Bidder must provide a copy of the Licenses		



Annex-C (Relevant Experience)

Relevant Experience		
Sr. No.	Required Information of the Clients	Response (Please provide exact information with Clients organization name, locations & duration) Provide data in sequence below
1	Details of the clients to whom Similar WhatsApp services are provided	
	Name of Clients Organization(s) along with the following details: <ul style="list-style-type: none"> • Company Name • Addresses, email address, Phone #, website • Contact person • Start and end dates of Services (For example, July 2015 to June 2025) 	i
		ii
		iii



Annex-D (Technical Evaluation Criteria)

WhatsApp API Gateway Service

Sr.	Criteria	Details / Requirement	Max Marks
1	Company Profile & Experience	Registered telecom/IT company with experience in WhatsApp API service provision: - ≥ 10 years: 15 marks - 3–9 years: 10 marks - < 3 years: 5 marks	15
2	WhatsApp Business API Capability	Official WhatsApp Business API partner OR integration via Meta-approved BSP: - Direct BSP Partner: 20 marks - Indirect Partner: 15 marks - Custom integration: 5 marks	20
3	Platform Features	Capabilities (dashboard, APIs, reporting, etc.): - Full-feature: 15 marks - Moderate: 10 marks - Basic: 5 marks	15
4	Service Availability (Uptime)	SLA-based uptime commitment: - $\geq 99.9\%$: 10 marks - 99%: 7 marks - $< 99\%$: 3 marks	15
5	Support Services	24/7 support (phone, email, ticketing): - 24/7 support + local presence: 10 marks - Office hours only: 5 marks	15
6	Security & Compliance	Data privacy, encryption, PTA compliance: - Full compliance: 5 marks - Partial/pending: 3 marks	10
7	Client Portfolio	Experience with Government or large orgs: - ≥ 3 similar clients: 5 marks - 1–2 similar clients: 3 marks	10

Note: Passing mark is 70.



Annex-E (Financial Criteria)

Financial Format

Sr. No.	Description	Unit	Quantity	Quantity Unit Price in PKR (Without applicable GST/PST)	Advance Tax Amount (if Applicable) per unit in PKR	GST 15%	Unit Price in PKR (without applicable GST/PST)	Advance Tax Amount (if Applicable) per unit in PKR
1	One Time Activation/Setup							
2	WhatsApp per Active User Cost							
3	WhatsApp Broadcast (Utility)							
4	WhatsApp Broadcast (Authentication)							
5	WhatsApp Broadcast (Marketing)							

Note: The vendor shall ensure that the rates for Utility, Authentication, and Marketing messages are quoted strictly in accordance with the official country-wise pricing prescribed by Meta for WhatsApp Business API services.

Award Criteria:

The selection of the company/firm will be based on a least cost method after the fulfillment of the technical criteria.

Authorized Signatory:

Name _____

Designation _____

Signature _____

Stamp _____ Date _____



Annex-F (Declaration)

I, _____ hereby declare that:

- All the information provided in the technical proposal is correct in all manners and respects.
- And I am duly authorized by the Governing body/Board/Management to submit this proposal on behalf of “[name of organization]”

Name	
Designation	
Signatures	
Date & Place	



Draft Contract

AGREEMENT FOR GATEWAY & WHATSAPP BUSINESS API SOLUTIONS

PAKISTAN MEDICAL & DENTAL COUNCIL, an autonomous statutory body established pursuant to Section 3 of the Pakistan Medical & Dental Council Act, 2022, located at G-10/4, Mauve Area, Islamabad, Pakistan (hereinafter referred to as the “PM&DC” which expression shall, where the context so permits mean and include its successors and permitted assigns); and

[INSERT NAME], a company/firm incorporated under the laws of Pakistan, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “Service Provider” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(PM&DC and the Service Provider are hereinafter collectively referred to as the “Parties” and each individually as the “Party”).

Whereas:

- A. PM&DC is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan.
- B. The Service Provider is involved in the business of inter alia, **[insert]**;
- C. PM&DC has duly selected the Service Provider in accordance with the applicable procurement laws, through its request for proposal dated **[insert]** (hereinafter referred to as the “RFP”), to engage the Services (as defined hereinafter) of the Service Vendor. A copy of the RFP is attached as **Schedule A** to this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the Service Provider to PM&DC and the relationship between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows:

KEY TERMS & CONDITIONS

1. SERVICES

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

1.1. WhatsApp Business API Channel

- 1.1.1. Service Provider will be responsible for the registration and approval of WhatsApp business account over APIs from Facebook.
- 1.1.2. PM&DC will provide its own number which shall be registered over WhatsApp Business APIs.
- 1.1.3. The WhatsApp channel shall be accessible via secured APIs (Rest & Json) and via Web Based portal.

1.2. Chatbot Platform Features

- 1.2.1. The chatbot building platform should be cloud based with easy-to-use interface which is accessible anywhere across the globe to make operations and maintenance hassle free.
- 1.2.2. The chatbot building tool should be GUI based with Drag and drop, code-free interface which enables people without coding knowledge to build chatbots.
- 1.2.3. The solution should have NLP (Natural Language Processing) engine to understand end-user’s intent and therefore provides conversational experience.



- 1.2.4. The solution should provide multichannel communication from different social media platform and through external APIs
- 1.2.5. The Chatbot response message/contents should support text, buttons, list, web links, pdf, word, excel, images and .gif and other web elements etc.
- 1.2.6. The solution should be able to integrate with 3rd party systems using the API & Webhook features.
- 1.2.7. Implementation of multiple business use cases through API integration with 3rd party systems
- 1.2.8. Service Provide will also provide support for future integration of other application integration.
- 1.2.9. The platform should allow user with different role management link Chatbot Manager, Designer, Supervisor and Reporting Manager etc.
- 1.2.10. The system should support block listing of users and the user can not send the message or the Bot should not entertain the specified number.
- 1.2.11. The solution should allow PM&DC to create multiple chatbots at a time.
- 1.2.12. The solution should also enable PM&DC to design, build, test and deploy AI or keyword-based chatbots.
- 1.2.13. The solution be able to seamlessly perform in case of high load.
- 1.3. Analytics & Reporting Features:
- 1.3.1. Advanced conversational and training analytics should be available within the platform allowing PM&DC to benchmark the performance regularly.
- 1.3.2. The solution should be able to provide reporting and analytics of the communication done over chatbots.
- 1.3.3. All conversational logs and history should be accessible to PM&DC for monitoring and retraining purposes
- 1.3.4. The solution should be able to provide the following details against Analytics or created chatbots:
- Number of total sessions
 - Number of total messages
 - Number of sessions per each chatbot
 - Number of inbound messages per session
 - Average session duration
- 1.3.5. The system should also be able to provide detailed reporting of each message exchange between PM&DC and End users (preferably with an option to export in Excel format)
- 1.3.6. The System should also be able to provide analytics of performance based on the learning and feedback
- 1.3.7. Reporting to be done in strict compliance of **Schedule B**.
- 1.4. Contact Center solution (Live Agent Solution)
- 1.4.1. The Live Agent platform solution should be easy to use GUI and should be accessible anywhere across the globe through the Web Interface [including but not limited to Chrome, Firefox, Safari and Microsoft Edge] as well as Mobile app (Android & IOS).
- 1.4.2. The Solution should enable creation of multiple agents which can handles the incoming queries in real-time.
- 1.4.3. The solution should support the following features:
- 2-Way messaging
 - Conversation threading
 - Conversation management: queue and routing management, agent assignment, resolution management, history overview
- 1.4.4. User Roles shall be available which are necessary in Contact Center environment. The user roles shall include roles like Agents, Supervisors, Reporting Manager etc.



- 1.4.5. Options like Setting Working hours and Away messages should be available to improve the customer experience.
- 1.4.6. The solution supports the Feedback within the Contact center platform which can be triggered towards customer by the agent once the conversation is complete.
- 1.4.7.
- 1.4.8. Automation that trigger alerts towards Supervisor in case specific agent is not responding to the chat assigned to him.
- 1.4.9. Agents or Supervisor should be able to transfer a chat to other agents within their team seamlessly. The customer should not be notified about the agent switch.
- 1.4.10. Whisper mode: While transferring the chat to other agents, Internal Notes option should be available where an Agent can explain the brief. The note will be visible to another agent and not the customer.
- 1.4.11. Supervisor should be able to look into any previous or on-going conversation to keep a real time check
- 1.5. Contact Center Reporting
 - 1.5.1. Detailed Reporting Dashboard should be available that shows real-time Analytics in GUI form along with capability of creating reporting and exporting them in CSV EXCEL formats.
 - 1.5.2. Following Details are mandatory to have available over the Dashboard:
 - 1.5.3. Chats:
 - Total Chats arrived
 - Total Chats Resolved
 - Unresolved Chats
 - 1.5.4. Resolution Time:
 - Average Resolution times of chats
 - Time Slabs of Resolution Times of Chats
 - 1.5.5. Agents Performances [to be inserted at the time of contract finalization]
 - 1.5.6. Individual insights about each agent: Chats resolved, First response times, Handling time of chats, Logged In time, Away Times, Lunch Break durations etc.
 - 1.5.7. Queues and Channels:
 - Chats per each Queue
 - Chats per each Channel
 - 1.5.8. Survey/feedback Results:
 - A dedicated dashboard to populate results of surveys.
- 1.6. PM&DC reserves the right to ask the Service Provider to perform other services not included in the scope of this Agreement subject to mutually agreed terms and conditions.
- 1.7. Service Provider shall provide Services in strict compliance of the Schedules attached to this Agreement.
- 1.8. Service Provider shall provide the Services in strict compliance of timelines stipulated in **Schedule C**.
- 1.9. The Service Provider shall not publish and/or disseminate any content in any form whatsoever under the Services, without the prior approval of PM&DC, specifically in relation to text of the data being circulated under the Services and the intended recipients of the content under the Services.

TERM

1. This Agreement shall become effective on the Signing Date and shall continue for an initial period of one (1) year unless otherwise terminated in accordance with the provisions of this Agreement (the "Term").



2. The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before the expiry of the Term.

PAYMENT FOR THE SERVICES

1. PM&DC shall pay the Service Provider upon satisfactory performance of Services on a payout model of retainer per month in accordance with Schedule D of this Agreement (hereinafter referred to as the "Consideration").
2. Service Provider will submit an invoice with proof of work at the end of each month to claim the Consideration as provided in the RFP by the Service Provider and agreed by PM&DC.
3. After receiving the complete document from the Service Provider, PM&DC will process the payment within 30 days.
4. Any other terms relating to the payment of Consideration shall be mutually agreed upon between the Parties, subject to acceptance of the terms of the financial proposal of the Service Provider in response to the RFP, as accepted by PM&DC, in whole or in part.
5. Within fourteen (14) days of the receipt of a letter of intent from PM&DC, the Service Provider shall furnish Performance Security to PM&DC for a sum equivalent to 10% of the total value of the Consideration. The Performance Security shall be returned to the Service Provider upon expiry and/or termination of this Agreement.

MISCELLANEOUS PROVISIONS

1. DEFAULT & TERMINATION

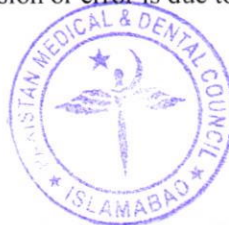
- 1.1. If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.
- 1.2. Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful, or scandalous behavior or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 1.3. Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 1.4. Upon termination under this Section above, PM&DC shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that PM&DC shall be entitled to refund of any part of the Consideration paid for the unfinished work, as at the date of termination.

2. CONFIDENTIALITY

- 2.1. The Parties acknowledge and agree that each Party shall treat all information concerning the other Party which comes to its knowledge pursuant to this Agreement, including all documents, plans, specifications, and the subject matter contained herein and any information, whether technical, financial or commercial, or otherwise, or any activities carried out pursuant to or in contemplation of entering into this Agreement, provided by a Party hereunder (the "Disclosing Party") to the other Party hereunder (the "Receiving Party") in connection with the performance of this Agreement which is in writing or communicated by any other means, as confidential information. This confidential information shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied unless otherwise permitted with the prior written consent of the Disclosing Party and/or required by the applicable laws.



- 2.2. Any subcontractor and/or a third party appointed by the Service Provider subject to the prior written approval by Client shall abide by all the confidentiality obligations of this Agreement.
 - 2.3. The confidentiality obligations shall survive termination and/or expiry of this Agreement shall be valid for a period of ten (10) years from the date of termination and/or expiry of this Agreement.
 - 2.4. Service Provider shall fulfil all legal obligations under the applicable laws in
 - 2.5. Connection with processing of Confidential Information including but not limited to personal data obtained from PM&DC under this Agreement. The Service Provider shall also comply with ICT system safety standards and protect the Confidential Information including but not limited personal data of PM&DC based on prudent and best industry practices.
- 3. FORCE MAJEURE**
- 3.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, the act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.
 - 3.2. Notwithstanding the foregoing, in the event of the occurrence of such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Service Provider shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the Client to the Service Provider for the Services that have not been performed as a result of the Force Majeure Event, if applicable.
- 4. REPRESENTATIONS & WARRANTIES**
- 4.1. Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.
 - 4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or maybe bound.
- 5. INDEMNITY AND LIMITATION OF LIABILITY**
- 5.1. The Service Provider hereby covenants, agrees, and confirms that it shall indemnify, defend, and hold harmless the Client and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Service Provider or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach by the Service Provider of any of its representations, warranties or covenants contained in this Agreement.
 - 5.2. The Service Provider shall not be liable for: (i) any loss or damage suffered by the Client arising out of or in connection with any act, omission, misrepresentation, or error made by or on behalf of the Client or arising from any cause beyond the Insurance Company's reasonable control; or (ii) any delay in or omission of publication or transmission or for any error in any press or other publication unless such delay, omission or error is due to its default or neglect.
- 6. ASSIGNMENT AND BENEFIT OF AGREEMENT**



- 6.1. The Service Provider shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of PM&DC.
- 6.2. PM&DC shall have the right, power, and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the PM&DC, in whole or in part, with prior intimation to Service Vendor, without affecting any rights of Service Provider here under. Any such assignee and Service Provider shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Service Provider shall enter into such documents as may be necessary and required to bring the assignment into effect.
- 6.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

7. COUNTERPARTS

- 7.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

8. NOTICES

- 8.1. Any notice or other document to be served under this Agreement shall be in the English language and may be delivered personally, or by a recognized courier to the Party to be served at its addresses specified below or at such other address as it may have notified to the other Parties in accordance with this Article:

For PM&DC:

Address: [insert]
Telephone: [insert]
Email: [insert]
Attention: [insert]

For CONSULTANT:

Address: [insert]
Telephone: [insert]
Email: [insert]
Attention: [insert]

- 8.2. Any notice or document shall be deemed to have been served if delivered personally or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery was made.

9. AMENDMENTS TO BE IN WRITING

- 9.1. This Agreement may be amended or supplemented only by agreement in writing signed by the Parties.

10. SEVERABILITY

- 10.1. The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

11. NO WAIVER

- 11.1. No failure or delay by any Party to this Agreement in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision, or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision, or condition.

12. GOVERNING LAW & DISPUTE RESOLUTION

- 12.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to the respective senior management of the Parties for resolution in strict compliance with **Schedule G**.
- 12.2. If the Parties cannot settle any dispute or difference within fifteen (15) days, then such dispute or difference shall be settled through arbitration. The place of arbitration shall be Islamabad only and shall be governed by Arbitration Act, 1940. The language of Arbitration shall be English. Each party shall



appoint an arbitrator and the appointed arbitrators shall commence the proceedings. In case of difference of opinion between an even number of appointed arbitrators, the matter shall be referred to an umpire mutually appointed by the arbitrators. The umpire shall then make an award which shall be final and binding.

13. INTELLECTUAL PROPERTY RIGHTS & LICENSE

13.1. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property are granted or transferred under this Agreement. Either Party shall only use the intellectual property of the other Party including but not limited to their name, emblem, official seal, and/or Confidential Information in connection with this Agreement, with the express prior written permission of other Party and in accordance with their respective approvals. Neither Party shall use the intellectual property of the other Party in any form to further its commercial and/or business objectives, and/or gain any undue advantage, in any manner whatsoever. For the avoidance of doubt, each Party will retain all rights in its own proprietary materials, rights, technology and intellectual property that originate from or are solely developed by such Party and the Parties do not contemplate any joint development of intellectual property in connection with this Agreement.

13.2. The Service Provider shall provide PM&DC with a non-transferable, non-sub licensable license to use the platform of Service Provider during the Term of this Agreement for the purposes of this Agreement.

14. SCHEDULES

14.1. The following schedules are attached hereto and shall be read as an integral part of this Agreement:

- 14.1.1. Schedule A: RFP
- 14.1.2. Schedule B: Reporting
- 14.1.3. Schedule C: Timelines for Execution of Services
- 14.1.4. Schedule D: Payment Terms
- 14.1.5. Schedule E: Data Processing Agreement
- 14.1.6. Schedule F: WhatsApp terms of Service
- 14.1.7. Schedule G: Escalation Matrix



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing date.

<p>PAKISTAN MEDICAL & DENTAL COUNCIL (PM&DC) AUTHORITY through its authorised signatory</p> <p>Name: Designation: CNIC No.:</p> <p>[INSERT NAME] through its authorised signatory</p> <p>Name: Designation: CNIC/ Passport No.:</p> <p>in the presence of: signature of WITNESSES</p> <p>1- Name: Address: CNIC/ Passport No.:</p> <p>2- Name: Address: CNIC/ Passport No.:</p>		<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>SIGNATURES</p> <p>.....</p> <p>.....</p>
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All Schedules to be inserted at the time of Signing of the Agreement

