



PUNJAB INFORMATION TECHNOLOGY BOARD  
(PITB)

## INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites proposals for Provisioning of Call Center Services for the Citizen Feedback Monitoring Program (CFMP).

2. Tender Document is available at [www.pitb.gov.pk](http://www.pitb.gov.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelop Bidding Procedure.
3. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped in the Tender Box No.2 placed at Reception or the PITB office, 11th Floor, Arfa Software Technology Park, 340-13, Ferozepur Road, Lahore, not later than 1500 Hours, within 15-days of first publication or this advertisement in National Newspapers or uploading of relevant Tender Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1600 hours on last date for submission of bids, as per PPRA Rules, 2014.
4. All bids must be accompanied by Bid Security at the rate of 2% of total Tender / bid value in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
5. All prospective firms are required to collect a Challan Form from the Procurement Assistant, PITB at below given address, to submit an amount of Rs.2,000/- in PITB's Account. The deposit slip must accompany the proposal; otherwise the proposal shall stand rejected.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per Government rules.

**Note:-** PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

**Joint Director (Development & Procurement)**

Punjab Information Technology Board  
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IP\_L-483

# **Tender Document**

Tender No. 117012015-1

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## **CALL CENTER SERVICES FOR THE CITIZEN FEEDBACK MONITORING PROGRAM (CFMP)**

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### **Punjab Information Technology Board (PITB)**

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**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

**Applicability of Punjab Procurement Rules, 2014**

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

## **1. Invitation to Bid**

### **1.1 PPRA Rules to be followed**

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

[http://www.ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20\(ammended%20upto%2014.10.2014\).pdf](http://www.ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20(ammended%20upto%2014.10.2014).pdf)

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

### **1.2 Mode of Advertisement(s)**

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only. All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 2,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid; otherwise the bid will stand rejected.

### **1.3 Type of Open Competitive Bidding**

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract.

## **2. Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of the of this tender document clause “Bid Security” of this document in favor of **“Punjab Information Technology Board”**. The complete bids as per required under this tender document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board not later than 1500 hours on last date of submission of bids i.e. **31<sup>st</sup> January, 2015**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on **31<sup>st</sup> January, 2015**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services required must be received in writing to the Purchaser till **22<sup>nd</sup> January, 2015**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a Pre-bid session at 4:00 pm, on **26<sup>th</sup> January, 2015**, at PITB premises (11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document clause regarding **“Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**

Mr. Muhammad Fasieh Mehta  
Joint Director (E-Govt Services)  
Email: [fasiehmehta@pitb.gov.pk](mailto:fasiehmehta@pitb.gov.pk)  
11th Floor, Arfa Software Technology Park, 346-B,  
Main Ferozepur Road, Lahore, Pakistan

**Secondary Contact**

Mr. Rizwan Rashid  
Director General (IT)  
Email: [rizwan.rashid@pitb.gov.pk](mailto:rizwan.rashid@pitb.gov.pk)  
11th Floor, Arfa Software Technology Park, 346-B,  
Main Ferozepur Road, Lahore, Pakistan

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.



# TERMS AND CONDITIONS OF THE TENDER

## 3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the call center services, etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "Defects Liability Period" means the period following the start of services, during which the Contractor is responsible for making good, any flaws in Services provided, under the Contract.
- 3.14 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- 3.15 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.16 "Interaction" means contact with a citizen of Punjab from the nominated districts via SMS / Landline call / GSM network Call / Robo Call / Personal meeting / forms by courier etc.
- 3.17 "Man Day" is defined as a day charged to the Purchaser by the Contractor, with at least 8 hours of productive work. Work can be software development or related to software development.
- 3.18 "Origin" shall be considered to be the place where the Services are provided. The origin of Services is distinct from the nationality of the Contractor.
- 3.19 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.20 "Prescribed" means prescribed in the Tender Document.
- 3.21 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the

time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

- 3.22 "Services" are defined in clause 6 of this document.
- 3.23 "SLA" means a Service Level Agreement, a part of a service contract where the level of service is formally defined and delivery schedules and details are defined
- 3.24 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.25 "Works" means work to be done by the Contractor under the Contract.

#### **4. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

#### **5. Notice**

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
  - 5.1.1 in writing;
  - 5.1.2 issued within reasonable time;
  - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
  - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **6. Tender Scope**

- 6.1 PITB intends to have a call center platform primarily for reaching out to the citizens under its CFMP project. The citizen interaction may include (inbound / outbound calls, helpline / complaint line with IVR facility, provide outbound survey calls facility, SMS query and SMS broadcasting service (text and / or voice), pre-recorded calls / robot calls with response capture facility, etc. The same platform would also be utilized by other Government programs / departments / units / authorities for hosting helplines / complaint lines / survey systems / SMS systems or similar campaigns for citizen interaction and grievance redressal as per the discretion of the Purchaser.
- 6.2 CFMP is a proactive governance initiative of the Government of Punjab in which all citizens availing any government service shall be contacted by the government for their feedback to ensure quality service delivery to the citizens and to identify the patterns of petty corruption. Feedback will be solicited via interactive robo calls, interactive SMS and manual agent calls to those citizens who have obtained services through various government service centers in districts across Punjab. Call-in information services shall also be considered. CFMP communication (calls and SMS) is masked through a short code 8070 and PITB is a CVAS license holder from PTA and hold the short code in its name.
- 6.3 PITB has been running this project for over three years and is currently outsourced to a call center where all such activities are already being performed. Current volume of CFMP involves around 400,000 transactions a month (around 15,000 transactions a day). After every record is entered in the system, a robo call is sent to the citizen followed by an SMS, against which the citizen responds. Such responses are categorized by eyeballing them into various categories (appreciation, corruption identified, delayed service, bad behavior, etc) and some random records are called manually following an adaptive call script. Initially shortlisted departments like Revenue, Health, Police, Education, and Local Government shall be focused across Punjab.

- 6.4 Other than CFMP, PITB Helpline and/or Complaint Management Systems (trouble ticketing systems) will be setup for different departments across Punjab. It will also be desired to supply departments with the application / portal for sending out the customized SMS Messages and Robot Call. System / application should also be able to pull result from database based on citizen query via SMS or IVR. Other as yet undetermined services using these facilities may also be set up.
- 6.5 PITB intends to contract out the aforementioned Services to a Call Center company. The selected Call Center Company (Contractor) will manage interaction with citizens through assigned mediums of communication. This interaction with the citizens will be on behalf of the Government of Punjab and as per the strict guidelines given to the contracted party.
- 6.6 Call Center companies offering third party call center services, licensed in Pakistan are permitted to participate in this tender as per detailed eligibility requirements listed in clause 7.
- 6.7 Government of Punjab will retain the ownership of all / any data/ helpline numbers (UAN / Toll Free / Short code, etc) / software source code of all complaint systems or similar products developed and reports and applications built or to be built by Contractor as per the instructions of Purchaser, including the source code of the said software applications along with the Intellectual Property Rights over such software applications. For this purpose, a Non-Disclosure Agreement (NDA) will be signed with the service provider / Contractor upon award of contract. Purchaser will have the right to approve/disapprove call-center employees and software developers assigned to this project in case of any complaints, or unsuitability due to education and/or work experience and/or attitude.
- 6.8 Every bidder would have to quote a separate price for each item listed in the price table / cost sheet at [Annexure C](#).
- 6.9 **Project Requirements**
- 6.9.1 **Call Centre Agents:** The number of Call Centre Agents / Operators / Agents / Call Agents are on total seats occupancy and may vary as per the requirements and may be further increased or decreased, as and when required by the Purchaser, at the unit rate quoted by the Contractor in [Annexure C](#). The Purchaser may seek either just a seat without an agent and place its own agent to perform the duty of a call center agent, in this case the Contract shall charge the Purchaser only for its infrastructure and seat-use. The Purchaser may also seek services of call center agents from the contractor for which the agent along with the infrastructure / seat shall be charged.
- 6.9.1.1 The Purchaser would require agents to be fluent in speaking and understanding Urdu and Punjabi along with proficiency in either English or any other local language spoken in Pakistan (Saraiki, Potwari, Hindko, Sindhi, Balochi, Pashto, etc.). Hiring of qualified call agents shall be the responsibility of the Contractor along with training costs of the agents to be borne by the Contractor.
- 6.9.1.2 An agent quoted on monthly basis would be assumed to have a 48 hours work week. Agents can be stationed on a campaign during any shift in 24 hours, 7 days a week and will also be cross utilized across several campaigns as per the discretion of the Purchaser. The shift timings of agents at the call center would be determined in consultation with the Purchaser who can determine any shift in a day. This may include work hours during the night and on holidays.
- 6.9.1.3 It is the prerogative of the Purchaser to seek agents with seats and infrastructure from the Contractor or the Agents be provided by the Purchaser or its Client(s) (varying from campaign to campaign)
- 6.9.2 **Outbound/Inbound Calls (Manual via agent & Robo calls):** Since calls shall be made mostly to mobile numbers so a GSM based carrier service will be used for making such calls and to be billed at actual to the Purchaser. Each call shall be billed on a 15 or 30 second pulse basis, as per the agreement between the Purchaser and the Contractor from campaign to campaign or within a campaign from service to service. For landline numbers, again the cheapest mode of interaction (for instance, if PTCL / NTC is cheapest) would be used.
- 6.9.2.1 The Contractor shall be obligated to acquire services of GSM / Cellular Mobile Operators

- (CMO) and /or WLL providers or any other telco for that matter, but would smartly use the PRI / E1 / SIP trunks for making outbound calls, i.e. a number of a particular mobile network will be called only from that mobile network's media, so as to keep the calling cost at the bare minimum.
- 6.9.2.2 Bidders shall quote outbound call rates for 15 second pulses and would only quote rates taken from the telco directly, i.e. the telco charges would be passed on, on as per actual basis to the Purchaser. Thus any upfront or recurring costs involved in terms of PRI / E1 / SIP trunk, would also be stated in this Annexure C.
- 6.9.2.3 Bidders should negotiate for best available rates from the telcos and share the name of the service provider along with the rate. In case bidder is able to get rates only from one telco / CMO and the rates are economical enough absolving the need to have separate rates from each CMO / Telco, then the bidder may do so, but shall express this explicitly in writing in its technical proposal.
- 6.9.2.4 If the number is engaged or not available, the call will be tried twice more, failing which it will be abandoned and the database shall be updated accordingly. However, only successful connected calls shall be billed. Inbound calls shall also be received in any of the preferred languages as listed above and all logs / recordings shall be made available on real-time basis to the Purchaser.
- 6.9.2.5 The calls being received against each campaign must have proper logs, tagging over the dashboard and call recordings marked with details such as date, time and duration of the call etc as per the need of the purchaser.
- 6.9.2.6 All call center solutions' features associated with outbound / inbound calls are required; a few of which are listed below, but from time to time the Purchaser may require more features as the need be and the technology progresses.
- 6.9.2.6.1 Able to block numbers of citizens who wish to be placed in a 'Do Not Call / SMS List' as per the regulations of Pakistan Telecommunication Authority (PTA);
- 6.9.2.6.2 Capable of masking outgoing calls with characters and / or digits as the need may be;
- 6.9.2.6.3 Ability to make robo calls and play IVR in any of the language(s) as may be required by Purchaser;
- 6.9.2.6.4 Ability to record a citizen's response during a robo call or at the end of a call, the responses may run into three level or more tree structures;
- 6.9.2.6.5 The recording of script of any such calls in any of the listed languages, with the option of different voice overs and background music, of the required quality to the satisfaction of the client, will be the responsibility of the Contractor;
- 6.9.2.6.6 Capable of recording responses against interactive robo calls, which would trigger various events within the system as specified by the Purchaser for further analysis
- 6.9.2.6.7 Inbound and outbound calls recording facility along with the option of filtering obnoxious numbers in the system and blocking them for a certain time as desired by the Purchaser;
- 6.9.2.6.8 Call recordings to be stored and be accessible over the web for immediate playback for the Purchaser for a minimum period of 18 months after which they will be transferred to the Purchaser, stored and duly tagged on a reliable media;
- 6.9.2.6.9 If all agents in the designated shift are busy, the calls should be put in a queue, and a recording should inform the caller after every one minute the expected wait time and their queue number, further giving options of call back;
- 6.9.2.6.10 Facility for requesting a call back and message recording option for the caller while on hold;
- 6.9.2.6.11 Able to send out an automated / customized SMS and/or email to the Caller during call.
- 6.9.2.6.12 Have an arrangement to send out e-fax to the caller / citizen;
- 6.9.2.6.13 Must have the facility to forward / route an incoming call to another agent, officer within the call center or to a Government official outside the call center if applicable by law;
- 6.9.2.7 Purchaser might require one or more of the incoming phone lines to be on customer-pays-basis.

The Punjab Government may also want to subsidize or recover any cost in any particular kind of calls. In such a scenario, the contractor will be responsible for maintaining the accounts for receipts and for coordinating with telcos / CMOs for making all such arrangements;

- 6.9.3 **SMS (Push / Pull / One-way / Two-way interaction):** The Contractor or the third party hired by the Contractor for such services must have direct access to the SMS gateways and/or SMSCs of all the Cellular Mobile Operators (CMOs) in Pakistan and must have an experience in sending and receiving SMS (text and voice) through these CMOs via SLAs as per PTA's regulations. Should be capable of sending one hundred (100) SMS message per second.
- 6.9.3.1 SMS can be sent in a PUSH system or by a PULL system where citizens may inquire certain information by sending an SMS to a number (long / short code) within the system (shall vary from campaign to campaign) and/or citizens would reply to the SMS sent. Each SMS message sent to the citizen will be of the standard 160 characters limit; beyond this limit an additional SMS would be charged. However for BOLO SMS (VOICE SMS) the standard audio length available shall be used with normal compression. Voice SMS shall also be sent as an SMS and charged the same as per PTA regulations.
- 6.9.3.2 PITB is registered for CVAS (Class Value Added Services) with PTA and is also a CVAS license holder. Purchaser also has various short codes running already with the current service provider, involving PUSH and PULL systems that shall be migrated to the new Contractor upon award of contract. All transition / migration would be the sole responsibility of the Contractor. Purchaser will assist wherever possible.
- 6.9.3.3 The Contractor or the third party hired for rendering SMS aggregation (PUSH / PULL) services must be able to provide for short code extensions for using one short code for multiple purposes within a campaign. For instance, a short code 8070 may be used for communicating with citizens as 80701 for one survey and 80702 for another.
- 6.9.3.4 Bidder shall bid for a per-SMS (160 character) cost whether sent as masked or unmasked and may also bid for a short-code hosting cost (in case of a short code is to be used for seeking a response from citizen(s) or for citizen(s) to send a query to the system). However, for all character based maskings and other one-way SMS communication (PUSH only), hosting costs shall not be applicable.
- 6.9.3.5 All features associated with efficiently sending, receiving and tracking delivery of SMS messages on a mass scale are required; a few of which are listed below, but from time to time the Purchaser may require more features as the need may be and the technology progresses.
- 6.9.3.5.1 Able to send the SMS duly masked by a character / phrase / digits as the need may be.
- 6.9.3.5.2 Facility to send and receive the SMS in any of the preferred languages, with and /or without roman script, as the need may be.
- 6.9.3.5.3 Able to identify, filter and block obnoxious numbers as per the detailed SOP for the concerned campaign / department and as per the regulations enforced by the Pakistan Telecommunication Authority from time to time.
- 6.9.3.5.4 Capable of queuing the messages in case of traffic overload at the cell phone operator, and continuously attempt to re-send / receive and empty the queue in case of a blockage. The queue must be emptied at least once in every 24 hours.
- 6.9.3.5.5 Must be able to capture delivery and non-delivery reports (reasons for non-delivery; invalid number, mobile switched off, busy, out of reach, etc.) for each SMS sent out.
- 6.9.3.5.6 Capable of receiving survey responses and storing the results automatically in a database. Survey may contain different questions for each of the department or category within a department or campaign.
- 6.9.3.5.7 The system should be capable of handling the corresponding different discrete (1, 2, yes, no, etc.) and textual responses (textual contents in roman or non-roman script) and analyze the same with text analytics in place. Such responses will be used within the system to trigger various events for further analysis.
- 6.9.3.5.8 The system should be able to interface phone line placed at a public booth with the contact

center software/hardware with the feature of one touch dial to specific service(s)/campaign(s).

- 6.9.3.5.9 Purchaser might require that the message-sender (citizen) be charged a fee for each SMS message (other than the regular SMS charges borne by the citizen as enforced by his service provider's tariff). In such a scenario, the Contractor will be responsible not only for maintaining the accounts for receipts but also would be responsible to ensure that the revenue (if any) earned from a PULL / PUSH SMS system as agreed and instructed by the Purchaser is transferred to the Purchaser. The Contractor would have no right whatsoever on such revenues unless specifically authorized by the Purchaser. Unless specified by the Purchaser all SMS sent by any citizen to any of such short code(s) would be at the normal rate as per the citizen's tariff, with no extra charges.

6.9.4 **Other Requirements:** All requirements listed below must be read and adhered to.

- 6.9.4.1 For each campaign deployed / implemented in this project, certain level of software development might be required. The successful deployment / implementation of the campaign (up to the satisfaction of the Purchaser) shall be the core responsibility of the Contractor. The Contractor shall submit the no. of man days of software development (per annum) inclusive in the price of the bid.
- 6.9.4.2 It is upon the discretion of the Purchaser to agree or disagree with no. of man days proposed by the Contractor.
- 6.9.4.3 Software / Application development for developing/ maintaining/ customizing any application / software required to support / manage / run the Helpdesk, Complaint Line, Outbound Survey Line, including but not limited to Online Data Entry applications integrated with SMS, Robot Calls and Operator Calls solutions, Reports, Dashboards with live stats and call playback / download feature, trouble ticketing application, complaint management system, bulk SMS applications with customized and random messaging options, etc. The software system should be able to obtain Caller ID and automatically populate the database field with any data related to the Caller ID.
- 6.9.4.4 The Contractor shall also be required to be technically competent in integrating with various line of business applications, running on open-source or SQL / ORACLE / SAP / similar platforms. And would also be required to show reports with geo-evidence (wherever required) on an online map. District and Tehsil level boundaries of the province shall be provided by the Purchaser for plotting on such dynamic reports.
- 6.9.4.5 Administrative and/or operational costs (if any) in obtaining short code (for voice and/or SMS) / UAN number/ Toll Free number on behalf of the Purchaser from PTA or any other carrier / service provider for each campaign shall also not be charged to the Purchaser in any separate cost head. Contractor will be solely responsible for seeking approvals for all such numbers, based on the applicable regulations, from the concerned authorities and ensure deployment and enforcement of such short codes / helpline numbers, etc.
- 6.9.4.6 The regulated, notified fees of the number(s) as charged by PTA, shall be passed as per actual to the Purchaser and should not be included in this Setup cost. One short code may be used for multiple campaigns with different maskings.
- 6.9.4.7 Other known and fixed setup costs like, Termination of PRIs / E1 media or SIP trunks for Helpline / Complaint line / Survey line setups, etc. to be charged as per actual. One PRI may be utilized on multiple campaigns unless stated otherwise.
- 6.9.4.8 All applications hosted by the Contractor must have real time redundant backups of data, with backup systems in place for power and connectivity and ensure 100% up time. Hosting charges and any maintenance cost in this respect shall be charged to the Purchaser. However, any third party costs shall be transferred to Purchaser on actual. All bidders / Contractors must submit their draft Service Level Agreement (SLA) for evaluation along with their bids. These SLAs would carry details of hosting and maintenance and also the time in which the Contractor would respond to the Purchaser's request and the processing of those requests.
- 6.9.4.9 Contractor must have CRM (licensed / in-house developed / open source) enabled software to

record, process and maintain profiles of citizens cohesively coupled with reporting module. Contractor must use any such CRM within their facility to ensure systematic log/entry of the information regarding each and every interaction. Internal CRM application of the Call Centre must be interoperable with leading platforms and open source solutions.

- 6.9.4.10 The Contractor shall provide for a real-time monitoring tool to monitor the incoming / outgoing calls for each campaign, down to an agent level, with performance of an agent and campaign and its SLA shown on real-time basis. This would include, but would not be limited to, Average Speed of Answering, Avg. Queue time, Real-time details of the queues at each campaign, Avg. Talk Time of a campaign and agent, Avg. Work Time Occupancy, Avg. Talk Time Occupancy and any other matrix that the Purchaser may require to determine the efficiency of the agents and the campaigns would need to be provided for.
- 6.9.4.11 The Contractor shall submit detailed reports at the day end along with all relevant details of seconds lapsed, delivery / non delivery details, etc. for all services required / contracted.
- 6.9.4.12 Contractor is responsible to provide online configurable dashboards to view reports as and when required by the officials. Also all call center industry standard reports may be desired which should be available via online interface seven days a week and 365 days a year from the commencement of project.
- 6.9.4.13 All of these reports should be accessible via web interface which apart from usual online accessibility necessarily also needs to be supported by all mobile devices (incl. tablets).
- 6.9.4.14 Contractor needs to provide Escalation Mechanism capable of sending automated intimations based on defined filters. Equipped with pre-defined configurable parameters, system will ensure transmission of e-fax, email and/or SMS to concerned authorities as and when specified.
- 6.9.4.15 Online access to all recorded calls is mandatory. Contractor must provide visibility to Contact Centre Performance Indicators in an Online Dashboard to Purchaser.
- 6.9.4.16 Contractor must have quality control mechanism in place for the calls being made, responses being received via robot calls and SMS and calls being received / made must go through rigorous quality check and reports to be shared with Purchaser on weekly basis with option of call recordings to be downloaded (Selective/bulk). The Contractor must present prevailing quality control setup in detail in the technical document to be submitted.
- 6.9.4.17 Contractor shall be responsible for preparing various computer generated reports on prescribed formats, on weekly basis. There shall also be a monthly system improvement suggestions report. System should be able to trigger automated alerts to assigned officials on the basis of configurable filters.
- 6.9.4.18 Contractor must provide a simple, secure, SSL based interface with password protection, on a VPN with hardware based firewalls, for the Purchaser and its authorized partners / users to view all such data. This will include the SMS data as well as the Call data.
- 6.9.4.19 System should also be able to provide the facility to shadow and listen to live calls (inbound / outbound) on random by dialing a certain number.
- 6.9.4.20 Call recordings should also be available on the online dashboard for playback and download (Bulk / Selective option). Contractor will provide a database synchronization facility for periodic synchronization of data with the purchaser's/purchaser's client's database as determined by the Purchaser on case to case basis.
- 6.9.4.21 In case data backup is required by the purchaser then data dump should be provided within maximum of 7 days from the date of request by the Purchaser.
- 6.9.4.22 Contractor should provide a periodic database backup facility on reliable media as determined by the Purchaser on a case to case and campaign to campaign basis.
- 6.9.4.23 The Contractor must have a dedicated team of developers / technical staff for its call center operations, experienced in successfully implementing and managing all call center related applications and software for clients, have experience in working on high volume, high performance transaction software applications involving large databases, experience in SMSC integration, etc.

- 6.9.4.24 The Purchaser on campaign to campaign basis and depending on the volume of the campaign may demand dedicated support staff to meet project objectives. The Contractor must ensure otherwise competent and experienced support staff is available 24/7 for the online applications / systems of the Purchaser. The Purchaser would have the right to request a change in the project-assigned staff if deemed necessary by the Purchaser to which the Contractor shall comply.
- 6.9.4.25 The Contractor must deploy a competent, technically qualified and well-experienced Project Manager (preferably PMP or similar qualification) on the CCC project for interfacing with the Purchaser, capable of handling multiple campaigns / sub-projects at a time.
- 6.9.4.26 All sorts of access to the Government's / Purchaser's database shall be logged and available for review by the Purchaser. All data will be property of PITB / Government of Punjab. Access to the database shall be granted to approved / authorized officials only.
- 6.9.4.27 Contractor would sign a Non-Disclosure Agreement (NDA) with the Purchaser. Each employee of the contractor, who is deployed on the CCC project, shall be bound not to share any information / data with any other third party or person other than the Purchaser or the Contractor. Based on campaign requirements, the employees / call center agents / other staff deployed on this project may first be cleared by the Purchaser. The Purchaser holds the right for conducting a criminal/NADRA/other check through the Special Branch / Police or other law enforcement agencies, if the need may be.
- 6.9.4.28 The Contractor will be responsible for training of its staff and supervisors. However, Purchaser shall provide for the campaign-domain specific training.
- 6.9.4.29 Each call made or received would have to be recorded in a digitized format, and stored in a database by the Contractor accessible 24/7 by the Purchaser. The system software should be linked to the database storing these calls, so that they may be retrieved using software / dashboard. If needed, the Purchaser could get a copy of the entire call database and may also ask Contractor to sync it with Purchaser's database. Purchaser may, at a later stage, specify rules for deletion of old calls or any other calls from the database.
- 6.9.4.30 Whenever the Purchaser so requires, any incoming call or SMS facility may be converted to customer-pays-basis. Contractor would then be responsible for such a conversion, maintaining all monetary accounts for the revenue received, and transferring the amounts to the Purchaser. Government may appoint any Auditing Agency for external/internal audit of these. The Contractor would be required to cooperate with such an Auditing Agency.
- 6.9.4.31 The bills being generated by the contractor should be according to the requirements of the purchaser in terms of format/required details and contractor should have the option of clubbing different campaigns into a single statement/bill.
- 6.10 **Statement of Compliance:** Every bidder must submit a statement of compliance to the project scope, clarifying that all requirements stated above, shall be complied to. If any bidder is unable to provide for any service / requirement listed above in this section, the bidder explicitly state this **(typed in bold)** in the Project Scope Compliance Statement.

## 7. Tender Eligibility/Qualification Criteria

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- 7.2 has a registered / incorporated company / firm in Pakistan with relevant business experience of last three (3) years as on;
- 7.3 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 7.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory);
- 7.5 is a third party call center solutions provider, i.e. offering call center services to other



- businesses / companies and not just for its own or its parent company's operations;
- 7.6 has a functional call center facility in Lahore. Since Provincial Government's headquarters are based in capital of Punjab, this would help the Purchaser and all concerned stakeholders manage operations of Contractor in an efficient way;
  - 7.7 has a minimum of 50 seats availability per shift within 4 weeks, but within the same city from the date of awarding of letter of acceptance;
  - 7.8 has proven history of providing call center services (a wide spectrum of contact center services including but not limited to Voice, Robot Calls, SMS, MMS, Fax, Email, etc.) with in depth intelligent reporting, for both international and domestic clients;
  - 7.9 has required relevant experience of running call centers for public and private sector clients in Pakistan, including SMS aggregation solutions;
  - 7.10 Comply with complete clause-6 "Scope of Services"
  - 7.11 has a valid registration with relevant allied agencies / organizations / regulatory authorities;
  - 7.12 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment, including a technical and operational team available for support 24 hours a day, 7 days a week, throughout the year; a client services team with experienced project managers handling the client requirements. Lead project / client services manager must at least 5 years of experience in client management.
  - 7.13 has a verifiable recommendation letter from each client served / being served in public sector and must also have verifiable recommendation letter(s) from the private sector client(s) referred to, in the bid;
  - 7.14 Conforms to the clause of "Responsiveness of Bid" given herein this tender document;
  - 7.15 Goods and Services can only be supplied / sources / routed from origin" in "eligible" member countries.
    - a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
    - b. "origin" shall be considered to be the place where the services are provided.

**NOTE:** Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process. All bidders must provide a checklist format compliance of the eligibility criteria above.

## **8. Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

## **9. Joint Venture / Consortium**

Joint venture /consortium are not eligible for this tender.

## **10. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

## **11. Clarification of the Tender Document**

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may

alternatively direct their enquiries through the Secondary Contact.

## **12. Amendment of the Tender Document**

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## **13. Preparation / Submission of Tender**

- 13.1 The Tender submitted by a Tenderer shall be for all complete item(s) as specified in the Scope and not for one or more item(s).
- 13.2 The Tenderer is not allowed to bid for part of the services.
- 13.3 The Tenderer will submit their respective bid in a manner explained in this tender document.
- 13.4 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.5 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.
- 13.6 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.7 Technical Proposal shall comprise the following, **without quoting the price:**
  - 13.7.1 Technical Proposal Form (**Annexure-B**)
  - 13.7.2 Undertaking (All terms & conditions and qualifications listed anywhere in in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)
  - 13.7.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
  - 13.7.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
  - 13.7.5 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan
  - 13.7.6 Detailed proposal on deployment and implementation of the project
  - 13.7.7 Detailed QA mechanism in place with no. of staff deployed for QA evaluation
  - 13.7.8 List of the staff working in software development side, with their CVs along with details of how many people are involved in development and how many in support and in QA, respectively.
  - 13.7.9 Bidder shall separately mention (without quoting any price) the no. of man days blended in the solution without charge on a per annum basis, where one man day consists of 8 hours of productive software development. Such man days would be considered as a value addition to the proposal of the bidder and will not have an impact in financial evaluation.
  - 13.7.10 Detailed criteria and process of hiring of agents must be submitted by the Bidder.
  - 13.7.11 The Contractor's financial capacity to mobilize and sustain the Supply of Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last Three (03) years, supported by audit letters, 2) certified financial statements for the last Three (03) years, supported by tax returns duly signed

and stamped by authorized representative

- 13.7.12 The financial statements must be signed by the authorized representative of the Bidder
- 13.7.13 Valid registration certificates for Income Tax & Sales Tax with last 3 years tax returns filed duly signed by the Authorized representative
- 13.7.14 Income Tax & Sales Tax returns for the last three (3) years
- 13.7.15 Complete Project Plan with resource details
- 13.7.16 Authorized Dealership / Agency Certificate / Partnership Certificate(s)
- 13.7.17 Resume of the Project Manager to be appointed for the Purchaser
- 13.7.18 Value addition offer other than the demanded requirements
- 13.7.19 Evidence of eligibility of the Tenderer and the Services
- 13.7.20 Evidence of conformity of the Services to the Tender Document (written undertaking on letterhead stating compliance as per Clause 6)
- 13.7.21 Technical Brochures / Literature to support the proposal
- 13.7.22 Financial Capacity as per **Annexure-K**.
- 13.7.23 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.8 The Financial Proposal shall comprise of the following:

- 13.8.1 Financial Proposal Form (**Annexure-C**)
- 13.8.2 Price Schedule (**Annexure-D**)
- 13.8.3 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document. (**Annexure- I**)

13.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Proposal for  
Tender Name. [Name of Tender]  
Tender No. **117012015-1**

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

13.10 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for  
Tender Name. [Name of Tender]  
Tender No. **117012015-1**

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

13.11 The Tenderer shall follow the same process for the Financial Tender.

13.12 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Financial Proposal for  
Tender Name. [Name of Tender]  
Tender No. **117012015-1**

Strictly Confidential

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

13.13 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Financial Proposal for  
Tender Name. [Name of Tender]  
Tender No. **117012015-1**

Strictly Confidential

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

- 13.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.15 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.
- 13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

#### **14. Tender Price**

- 14.1 The quoted price shall be:
  - 14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - 14.1.2 in Pak Rupees;
  - 14.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
  - 14.1.4 including all charges up to the delivery point at various Punjab Government Office(s) Offices in Punjab (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

#### **15. Bid Security (Earnest Money)**

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
  - 15.1.1 for a sum equivalent to 2% of the Total Tender Price;
  - 15.1.2 denominated in Pak Rupees;
  - 15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
  - 15.1.4 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
  - 15.1.5 if the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
  - 15.1.6 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
  - 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
  - 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

## **16. Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **17. Modification / Withdrawal of the Tender**

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **18. Opening of the Tender**

- 18.1 Tenders (Technical Bids) shall be opened at 1600 hours on the last date of submission of bids i.e. **31<sup>st</sup> January, 2015**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **19. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

## **20. Determination of Responsiveness of the Bid (Tender)**

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 20.1.1 meets the eligibility criteria given herein this tender document/ the Services;
  - 20.1.2 meets the Technical Specifications for the Services;
  - 20.1.3 meets the delivery period / point for the Services;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 offers fixed price quotations for the Services;
  - 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;
  - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
  - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

## **21. Correction of errors / Amendment of Tender**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

## **22. TECHNICAL EVALUATION CRITERIA**

- 22.1 The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met as listed in clause 7 of this document and then firms conforming to the project scope as listed in clause 6 of this document, would be evaluated as per the technical evaluation criteria given in **Annexure A**. In the second step financial proposals of only those firms which meet the requirements will be evaluated.
- 22.2 The bids will be evaluated in a manner prescribed given below and in Clauses 6,7, 13 and 20 of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. Thereafter bidders with the lowest quote based on financial proposal will be declared successful. The bids that do not conform to the mandatory requirements as per Clauses 7, 13 and 20 of this document shall be rejected and not evaluated technically.
- 22.3 A point system will be used for qualification, **Annexure A** gives the details.
- 22.4 **PASS MARKS:** Bid of a technically eligible bidder, as per the details stated above will be evaluated, without reference to the price and Purchaser may reject any proposal which does not conform to the specified requirements as listed in the said Sections.
- 22.5 Bidders not meeting the 70% pass mark limit will be rejected in Technical Evaluation, and its Financial Proposal will be returned to it unopened. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.
- 22.6 **PROVISO:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.
- 22.7 If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% (including any above 70%) will be considered EQUALLY as approved in the Technical Proposal, and their Financial Bids will be opened. Technical qualification marks shall have no impact on financial evaluation and upon opening of the financial bids; the lowest quoted bid shall be awarded the tender.

## **23. FINANCIAL PROPOSAL EVALUATION**

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.2.3 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

## **24. Rejection / Acceptance of the Bid**

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser 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. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.6 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or



- 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.11 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.12 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.13 the tendered has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.14 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.15 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

## **25. Award Criteria**

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria as per details listed in Clause 22, will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

## **26. Acceptance Letter**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **27. Performance Security**

- 27.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
  - 27.1.1 within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;
  - 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
  - 27.1.3 for a sum equivalent to 10% of the contract value;
  - 27.1.4 denominated in Pak Rupees;
  - 27.1.5 has 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. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 27.2.1 If the Contractor commits a default under the Contract;
  - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 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. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written

- request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.
- 28. Redressal of grievances by the procuring agency**
- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**[Name of Contractor]**

**Dated:**

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This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Purchaser]** (the “Purchaser”), on the one part,

and

**[full legal name of Contractor]**, on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

## **RECITALS**

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder’s Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications
  - f. Tender Form
  - g. Price Schedule
  - h. Affidavit(s)
  - i. Authorized Dealership / Agency Certificate
  - j. Performance Security
  - k. Service Level Agreement ( SLA ) (required)
  - l. Non-Disclosure Agreement (if required)
  - m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

## II. General Conditions of Draft Contract

### 29. **Contract**

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

### 30. **Contract Duration**

The Contract duration is initially for one (01) year starting from the date of issuance of Acceptance Letter and extendable up to next (2) years, based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

### 31. **Contract Documents and Information**

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 32. **Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### 33. **Standards**

The Services supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

### 34. **Commercial Availability**

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been rendered / delivered under two separate contracts by the service provider globally / locally.

### 35. **Patent Right**

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the the Service or any part thereof.

### 36. **Execution Schedule**

The Contractor shall start delivery of Services within four (04) weeks from the issuance of Acceptance Letter.

### **37. Payment**

- 37.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 37.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 37.3 Payments shall be made on monthly basis, so monthly invoices must be submitted.
- 37.4 All invoices must carry details of third party teclo / SMS / PTA or other related costs, along with valid and verifiable proof of evidence of all claims, including original third party invoices.
- 37.5 The Purchaser shall get verified the details of services delivered against the invoice from the Technical Team of PITB and Payment shall be made on actual basis after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Intent.
- 37.6 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- 37.7 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract
- 37.8 The contractor shall submit an attendance certificate of each call agent duly signed by designated person for the purpose or other documentary evidence as the Purchaser may require
- 37.9 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed contract in this regard.

### **38. Price**

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

### **39. Contract Amendment**

- 39.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 39.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 39.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 39.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **40. Assignment / Subcontract**

- 40.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 40.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

### **41. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations,



under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

#### **42. Liquidated Damages / Penalties**

42.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

42.2 Furthermore, PITB shall follow a strict no-downtime policy, under no circumstances the campaign(s) or any of the services being offered by the Contractor can be taken down by the Contractor (intentional or unintentional), redundant measures must be in place. If done intentionally, it would be considered as denial of service, in this case the purchaser holds the right to penalize the Contractor @0.1% of the Contract Price for every one hour of downtime, if downtime is less than one hour, same rate would apply on pro rata basis. If the downtime exceeds 24 hours (whether intentional or unintentional), the penalty shall be @0.5% of the Contract Price for every subsequent hour of downtime. Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. This does not include situations under force majeure.

#### **43. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

#### **44. Forfeiture of Performance Security**

44.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

44.1.1. If the Contractor commits a default under the Contract;

44.1.2. If the Contractor fails to fulfill any of the obligations under the Contract;

44.1.3. If the Contractor violates any of the terms and conditions of the Contract.

44.1.4. 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

44.2. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

44.3 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited

and the company will not be allowed to participate in future tenders as well.

**45. Termination for Default**

- 45.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 45.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**46. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**47. Termination for Convenience**

- 47.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 47.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
- 47.2.1 to have any portion thereof completed and delivered; and/or
- 47.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

**48. Force Majeure**

- 48.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 48.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 48.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.
- 48.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- 48.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **49. Dispute Resolution**

- 49.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 49.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

#### **50. Statutes and Regulations**

- 50.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 50.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 50.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### **51. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

#### **52. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

#### **53. The Client**

- 53.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- 53.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 53.3 The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

#### **54. Authorized Representative**

- 54.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 54.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

- 54.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 54.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 54.5 Notwithstanding Clause 65.2, any failure of the Authorized Representative to disapprove any Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 54.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction..

## 55. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## 56. Training

- 56.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of the services to be supplied under the Contract.
- 56.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

## 57. Special Stipulations

| <b>SCHEDULE-A, SPECIAL STIPULATIONS</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For ease of Reference, certain special stipulations are as under:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Bid Security (Earnest Money)</b>                                      | <p>The Contractor shall furnish the Bid Security (earnest Money) as under:</p> <p>if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p> |
| <b>Performance Security</b>                                              | <p>The successful Contractor shall furnish Performance Security as under:</p> <p>within fourteen (14) days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</p> <p>for a sum equivalent to 10% of the total contract value;</p> <p>denominated in Pak Rupees;</p> <p>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, <b><u>whichever is later.</u></b></p>                                                                                      |

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Start Delivery of Services</b>                                                                                            | Within four (04) weeks from the issuance of Acceptance Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor</b> | <p>If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.</p> <p>Furthermore, PITB shall follow a strict no-downtime policy, under no circumstances the campaign(s) or any of the services being offered by the Contractor can be taken down by the Contractor (intentional or unintentional), redundant measures must be in place. If done intentionally, it would be considered as denial of service, in this case the purchaser holds the right to penalize the Contractor @0.1% of the Contract Price for every one hour of downtime, if downtime is less than one hour, same rate would apply on pro rata basis. If the downtime exceeds 24 hours (whether intentional or unintentional), the penalty shall be @0.5% of the Contract Price for every subsequent hour of downtime. Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price. This does not include situations under force majeure.</p> |

## **ANNEXURE-A**

### **Technical Evaluation Criteria**

All claims made by the Tenderer regarding the below mentioned Evaluation criteria must be backed by verifiable proof of evidence. Tenderers may fill out the following form for self-evaluation. The Authority competent to evaluate is the Purchaser.

| <b>Requirements with description</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Max. Marks</b> |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1                                    | Company Age<br><br>1 mark for every year, maximum 10 marks<br><br>(Certificate of Incorporation or Registration or similar documents to be submitted, duly verified copies by SECP)                                                                                                                                                                                                                                                                                                                                                   | 10                |
| 2                                    | Total current agents strength, serving other clients for at least more than 12 months. One agent means one agent per one seat per one shift. (local Pakistan based clients only)<br><br>20 marks for more than 200 agents, 10 marks for between 150 – 200 agents, 5 marks for agents between 100 – 149, 0 marks for less than 100 agents<br><br>(Verifiable proof of evidence is required; letters from clients on client's original letterhead duly signed and stamped by the client, certifying no. of agents against the campaign) | 20                |
| 3                                    | Availability of seats (with agents) within 4 weeks from the date of award of Letter of Acceptance by the Purchaser<br><br>20 marks for 100 or more seats, 10 marks for 50-99 seats, 0 marks for less than 50<br><br>(Verifiable proof of evidence is required; written undertaking, with seating plan pictures to prove)                                                                                                                                                                                                              | 20                |
| 4                                    | Number of PMP / Prince 2 certified Project Managers in client services / marketing team handling the client requirements<br><br>10 marks for 1 or more, 0 marks for none<br><br>(Verifiable proof of evidence is required; Advance income tax slip of the said employee along with copy of valid certification with ID and resume)                                                                                                                                                                                                    | 10                |
| 5                                    | Technical team strength; no. of resources in software development team engaged in making not only call center CRMs but also, related line-of-business applications like                                                                                                                                                                                                                                                                                                                                                               | 20                |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|   | <p>complaint systems, etc., with at least 5 years of experience and also the no. of people engaged in developing and maintaining the telephony platform (if different than the software team). Again, individuals with at least 5 years of similar professional experience are eligible.</p> <p>20 marks for 20 or more people, 10 marks for more than 10 but less than 20 people, 0 marks for 10 or less than 10 people</p> <p>(Verifiable proof of evidence is required; Advance income tax slip of the said employee along with a letter stating the current assignment of work of the said employee with date and resume of the concerned employee)</p>                                                                                                                                                                                                                      |    |
| 6 | <p>Call center services' Clients' profile - no. of currently running local campaigns, running for at least last 12 months, with a minimum of 10 seats per campaign</p> <p>2 Public Sector and 4 Private Clients = 20 marks</p> <p>1 Public Sector and 2 Private Clients = 10 marks</p> <p>If less than above, then 0 marks</p> <p>(Verifiable proof of evidence in the form of letters from all such clients on their original letterhead duly signed and stamped, with status of satisfaction expressed and the no. of agents and name of campaign(s) stated there against)</p> <p>Note: Public Sector here means, Government entities (Provincial &amp; Federal) whether autonomous or not, and also international development agencies. Private Sector Clients means those companies that are neither Govt. owned nor are a part of any international development agency.</p> | 20 |
| 7 | <p>No. of QA resources in software development and Operations team</p> <p>3 or more in Operations (dedicated for the project) and 3 or more in Software Development = 20 marks</p> <p>2 in Operations and 2 in Software Development = 10 marks</p> <p>1 in Operations and 1 in Software Development = 5 marks</p> <p>If less than above, then 0 marks</p> <p>(Verifiable proof of evidence is required; Advance income tax slip of the said employee along with a letter stating the current assignment of work of the said employee with date and resume of the concerned employee)</p>                                                                                                                                                                                                                                                                                         | 20 |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 8  | <p>Financial Strength (Last three (3) year's Average Gross revenue, only from call center business, rendering purely call center based services to clients in Pakistan)</p> <p>If PKR 80.00 Million / annum or above then 20 marks, if less than PKR 80.00 million / annum but equal to or greater than PKR 50.00 million / annum then 10 marks, if less than PKR 50.00 million / annum but equal to or greater than PKR 20.00 million / annum then 5 marks, if less than PKR 20.00 million / annum then 0 marks</p> <p>(Duly verified financial statements or Audited accounts required)</p> <p>Note: Revenue of a subsidiary or parent company engaged in same line of business also qualify.</p> | 20 |
| 9  | <p>Valid call center registration certificate from Pakistan Software Export Bureau</p> <p>If provided = 5 marks</p> <p>If not provided, 0 marks</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 5  |
| 10 | <p>Certifications (Data Security, Other International Standards)</p> <p>2 or more certifications = 5 marks, else 0 marks</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5  |
| 11 | <p>Provision of dialing through a GSM / Cellular mobile operator PRIs / E1 / SIPs</p> <p>If yes, then 10 marks. Else, 0 marks.</p> <p>(Provide proof of working with all Cellular Mobile Operators, like invoices, etc.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10 |
| 12 | <p>Sending and receiving SMS</p> <p>If own SMSC / directly connected to all cellular mobile operators, then 10 marks</p> <p>If connected to all cellular mobile operators through a third party (SMS Aggregator, etc.), then 5 marks</p> <p>Else, 0 marks</p> <p>(Submit proof of having own SMS / SMS Gateway or copy of contract showing outsourcing of such services to a third party)</p>                                                                                                                                                                                                                                                                                                       | 5  |
| 13 | <p>Call redundancy</p> <p>If connected with more than two telcos with auto failover mechanisms in place, then 10 marks</p> <p>If connected with two physically distantly located telephone exchanges of the same telco with auto failover mechanisms in place, then 5 marks</p> <p>Else, 0 marks</p> <p>(Verifiable proof of evidence is required)</p>                                                                                                                                                                                                                                                                                                                                              | 5  |
| 14 | <p>SMS redundancy</p> <p>If connected with more than one vendor or SMSCs then, 5 marks</p> <p>Else, 0 marks</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5  |



|                    |                                                                                                                                                                                                                        |            |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                    | (Verifiable proof of evidence is required)                                                                                                                                                                             |            |
| 15                 | Solution blended with Predictive Dialer<br>5 marks for Yes, 0 for No                                                                                                                                                   | 5          |
| 16                 | Availability of campaign-wise configurable real-time dynamic dashboards for immediate Supervisors/Managers with features for downloading (selective/bulk) recorded calls<br>10 marks for readily available, 0 for none | 10         |
| 17                 | Redundant data storage and hosting mechanism in place<br>If Yes, then 10 marks, else 0 marks<br>(Detailed architecture to be shared)                                                                                   | 10         |
| <b>TOTAL Marks</b> |                                                                                                                                                                                                                        | <b>200</b> |

## **ANNEXURE-B**

### **Technical Proposal Submission Form**

[Location, Date]

To     \_(Name and address of Client / Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(insert title of assignment)\_ in accordance with your Request for Proposal/Tender Document No.\_\_\_\_\_ dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

## **ANNEXURE-C**

### **Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

To     \_(Name and address of Client / Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Request for Proposal No.\_\_\_\_\_ dated \_(insert date)\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

## **ANNEXURE-D**

**Price Schedule/ Financial Cost Sheet (Table 1)**

| <b>Sr. No.</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                  | <b>No of Units/QT Y in a month (1)</b> | <b>Unit Rate (Excl. Taxes) Rs. (2)</b> | <b>Total Taxes (3)</b> | <b>Unit Rate (Incl. all Taxes) Rs. (4=2+3)</b> | <b>Total Cost per month (Incl. all Taxes) Rs (5=1x4)</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|------------------------|------------------------------------------------|----------------------------------------------------------|
| 1              | Call center agents                                                                                                                                                                                                                                                                                                                                                                  | 100                                    |                                        |                        |                                                |                                                          |
| 2              | Call center seats without agents                                                                                                                                                                                                                                                                                                                                                    | 20                                     |                                        |                        |                                                |                                                          |
| 3              | Outbound calls (manual + robot) – 15 second pulse<br><br>Quote rates with telco name and share copy of contract as all third party telco claims shall be passed on as per actual. If more than one telco will be used, then quote rates for all telcos with name and individual rates. Use average rate per unit for calculations in the 6 <sup>th</sup> column (Unit rate)         | 600,000                                |                                        |                        |                                                |                                                          |
| 4              | SMS (160 characters in a message)<br><br>Quote rates with telco name and share copy of contract as all third party telco claims shall be passed on as per actual. If more than one telco will be used with different rates, then quote rates for all telcos with name and individual rates and use average rate per unit for calculations in the 6 <sup>th</sup> column (Unit rate) | Less than 1,000,000                    |                                        |                        |                                                |                                                          |
|                |                                                                                                                                                                                                                                                                                                                                                                                     | 1,000,000 to 2,000,000                 |                                        |                        |                                                |                                                          |
|                |                                                                                                                                                                                                                                                                                                                                                                                     | More than 2,000,000                    |                                        |                        |                                                |                                                          |

|                                                                   |                                                                                                                                                                                                                                                                                                                                       |    |  |  |  |           |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|--|--|-----------|
| 5                                                                 | Software Development man days:<br><br>Rate of additional software development will be calculated on the basis of man days; where one man day is equal to, 8 hours of productive software development hours. This is to be put in on top of the man hours quoted as part of the technical proposal. Blended rate would be quoted here. | 20 |  |  |  |           |
| 6                                                                 | Other costs (if any)<br><br>List here with details. It will not affect the total but bidders must list here any other third party cost involved to render service with details of service provider and verifiable proof of evidence.                                                                                                  |    |  |  |  |           |
| <b>Sub Total</b>                                                  |                                                                                                                                                                                                                                                                                                                                       |    |  |  |  | <b>ST</b> |
| <b>Total Bid Price (Multiply ST; the per month cost, with 12)</b> |                                                                                                                                                                                                                                                                                                                                       |    |  |  |  | <b>X</b>  |

**Notes to Price Table:**

- 1) The bids shall be prepared on the volumes of inputs given in Table1 above
- 2) All volumes, be it no. of call agents, no. of operator calls, no. of robot calls, no. of SMS sent and no. of campaigns as listed above, are for evaluation purposes only
- 3) All the numbers quoted above are hypothetical and in no way bind the Purchaser to avail the said services in a no. less than, equal to or more than the one as quoted above
- 4) Payment against all above mentioned services will only be made on actual consumption basis and against successful connected calls (manned, robot etc.)
- 5) Since Inbound calls and SMS are Free of Charge in Pakistan, thus are not being listed in the costing model in Table 1 (in case of Toll-Free / UAN, inbound call charges, if any, to be charged at actual)
- 6) Any third party cost / charges whatsoever incurred by the Contractor upon which the provision of aforementioned services is dependent, are to be included in Table 1 separately under the head of 'Other charges 'as the Contractor may deem fit per their costing model
- 7) All government notified fees, charges (if any) incurred to offer the aforementioned services shall be transferred as per actual to the Purchaser after prior approval from the Purchaser
- 8) All requirements of Pakistan Telecommunication Authority (PTA) regarding Service Level Agreements (SLAs) with the Infrastructure / Service providers, CVAS license / registration, Call Blocking, Filtering and any other requirement or regulation of PTA from time to time must be meticulously complied with. No extra charges in this regard shall be chargeable / applicable to the Purchaser other than the ones stated in Table 1 or otherwise agreed upon by the Purchaser, like installation and activation cost of PRI / E1 / SIP trunks, etc.

- 9) *The Purchaser may not utilize volume in Box X regardless of which payments to be made against utilized volume of work at the end of every quarter*
- 10) *The Purchaser may decide to use the services interchangeably as described in section 6. Payment to be made will be determined on the basis of per unit cost as quoted by the Contractor.*
- 11) *Amount in Box X will determine the total bid cost for awarding of the tender.*

Total Cost (in words) Rs. \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of  
Dully authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

## **ANNEXURE-E**

### **Format for Covering Letter**

To

(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

- a)** Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b)** We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c)** We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d)** We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e)** Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f)** We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

\_\_\_\_\_  
Authorized Signatures with Official Seal

## **ANNEXURE-F**

### **INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a)** To be executed by an authorized representative of the bidder.
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



## **Format of Power-of-Attorney**

### **POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

## **ANNEXURE-G**

### **UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## **ANNEXURE-H**

**(To be submitted on legal stamp paper)**

### **AFFIDAVIT**

#### **(Integrity Pact)**

We \_(Name of the bidder / supplier)\_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the bidder company)\_ hereinafter called the Contractor to submit the attached bid to the \_(Name of the Purchaser)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_(Name of the Purchaser)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

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

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

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

## **ANNEXURE-I**

### **BID SECURITY FORM**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

**AND WHEREAS** [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

**THEREFORE** the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2014.

### **GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## **ANNEXURE-I**

### **PERFORMANCE SECURITY**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

**Claim Lodgment Date: (Must be one month later than the expiry date)**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. \_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this \_\_\_\_\_ day of 2014.

#### **GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## **ANNEXURE-K**

### **Financial Capacity of the Bidder**

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

| Financial Information              | Historical information for the previous three years<br>(most recent to oldest in (PAK Rupees)) |                  |                  |
|------------------------------------|------------------------------------------------------------------------------------------------|------------------|------------------|
|                                    | Year 1<br>(Year)                                                                               | Year 2<br>(Year) | Year 3<br>(Year) |
| Information from Balance Sheet:    |                                                                                                |                  |                  |
| (1) Total Assets (TA)              |                                                                                                |                  |                  |
| (2) Current Assets (CA)            |                                                                                                |                  |                  |
| (3) Total Liabilities (TL)         |                                                                                                |                  |                  |
| (4) Current Liabilities (CL)       |                                                                                                |                  |                  |
| Information from Income Statement: |                                                                                                |                  |                  |
| (5) Total Revenue (TR)             |                                                                                                |                  |                  |
| (6) Profits before Taxes (PBT)     |                                                                                                |                  |                  |
| Net Worth (1) – (3)                |                                                                                                |                  |                  |
| Current Ratio (2) / (4)            |                                                                                                |                  |                  |

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:\_\_\_\_\_Yes:\_\_\_\_\_ (See below)

Litigation and Arbitration During Last three (3) Years

Year

Matter in Dispute

Value of Award Against  
Contract in PAK Rupees

\_\_\_\_\_  
Authorized Signatures with Official Seal