



INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for Procurement of Services (Call Agents – Outsourcing) for Citizen Contact Center under Punjab Public Management Reforms Program (PPMRP).

2. Tender Document is available at www.pitb.gov.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope 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.1, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in national newspapers or uploading of relevant Tender Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1530 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 the given below address, to submit an amount of Rs. 2,000/-, in PITB's Account. The deposit slip must accompany the bid.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

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.

IPL-14587

**Director (Development & Procurement)
Punjab Information Technology Board**

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Tender Document

No. 130112015-1

Procurement of Services (Call Agents- Out Sourcing) for Citizen Contact Center under Punjab Public Management Reforms Program (PPMRP)



Punjab Information Technology Board (PITB)

13th Floor, Arfa Software Technology Park (ASTP),

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Table of Contents

1. Invitation to Bid	5
2. Bidding Details (Instructions to Bidders)	6
3. Definitions	8
4. Headings and Titles	9
5. Notice	9
6. Tender Scope/Services.....	9
7. Tender Eligibility/Qualification Criteria	17
8. Tender Cost.....	17
9. Joint Venture / Consortium	17
10. Examination of the Tender Document	18
11. Clarification of the Tender Document	18
12. Amendment of the Tender Document	18
13. Preparation / Submission of Tender	18
14. Tender Price	21
15. Bid Security (Earnest Money)	21
16. Tender Validity	22
17. Modification / Withdrawal of the Tender	22
18. Opening of the Tender	22
19. Clarification of the Tender	22
20. Determination of Responsiveness of the Bid (Tender).....	22
21. Correction of errors / Amendment of Tender	23
22. TECHNICAL EVALUATION CRITERIA	23
23. FINANCIAL PROPOSAL EVALUATION	25
24. Rejection / Acceptance of the Bid	26
25. Award Criteria	27
26. Acceptance Letter	27
27. Performance Security	27
28. Redressal of grievances by the procuring agency	28
TERMS & CONDITIONS OF THE CONTRACT	29
29. Contract	33
30. Contract Duration	33
31. Contract Documents and Information.....	33
32. Contract Language	33
33. Standards	33
34. Commercial Availability	33
35. Patent Right	33
36. Execution Schedule	33
37. Payment	34
38. Price	34
39. Contract Amendment	34
40. Assignment / Subcontract.....	34
41. Extensions in time for performance of obligations under the Contract	35

42. Liquidated Damages / Penalties	35
43. Blacklisting	35
44. Forfeiture of Performance Security	35
45. Termination for Default	36
46. Termination for Insolvency	36
47. Termination for Convenience	36
48. Force Majeure	36
49. Dispute Resolution	37
50. Statutes and Regulations	37
51. Taxes and Duties	37
52. Contract Cost	37
53. The Client	37
54. Authorized Representative	37
55. Waiver	38
56. Training	Error! Bookmark not defined.
57. Special Stipulations	38
<u>ANNEXURE-A</u>	40
Technical Evaluation Criteria	40
<u>ANNEXURE-B</u>	42
<u>ANNEXURE-C</u>	43
<u>ANNEXURE-D</u>	44
<u>ANNEXURE-E</u>	45
<u>ANNEXURE-F</u>	46
<u>ANNEXURE-G</u>	48
<u>ANNEXURE-H</u>	49
<u>ANNEXURE-I</u>	50
<u>ANNEXURE-J</u>	51
<u>ANNEXURE-K</u>	52
<u>ANNEXURE-L</u>	53

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 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 part of Financial bid and as per provisions of the 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.1, placed at reception of Punjab Information Technology Board, not later than **1500** hours on last date of submission of bids i.e. **15 December, 2015**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1530** hours on, **15 December, 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 scope of services must be received in writing to the Purchaser before pre-bid meeting till 07 Dec 2015. Any query received after said date may not be entertained. All queries shall be responded within due time. PITB may host a **Pre-Bid meeting at 11:00 a.m. dated 08 December 2015, at PITB premises** (13th 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

Amir Munsif khan

Joint Director (Citizen Contact Center)

Email: amir.munsif@pitb.gov.pk

13th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Ph: +92 42 35880062, Ext- 1382

Secondary Contact

Ata-ur-Rehman

Director (D&P)

Email: ata.rahman@pitb.gov.pk

13th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Ph: +92 42 35880062, Ext-1345

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 centre 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/services 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 "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.
- 3.17 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.18 "Prescribed" means prescribed in the Tender Document.
- 3.19 "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.

- 3.20 "Services" are defined in clause 6 of this document.
- 3.21 "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
- 3.22 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.23 "Works" means work to be done by the Contractor under the Contract.
- 3.24 "CCC" means Citizen Contact Center.

4. Headings and Titles

In this document, headings/caption 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/Services

- 6.1 PITB intends to have a call center platform primarily for reaching out to the citizens under its PITB project. Punjab Information Technology Board (PITB) under Punjab Public Management Reform Program (PITB) has recently decided to deploy Citizen Call Centre (CCC) at Arfa Software Technology Park (ASTP). The purpose of this Tender is to invite eligible prospective bidders for the supply of manpower sourcing for facility management of CCC.
- 6.2 **Project Background:** PITB has been outsourcing the operation of Citizen Call Centre (CCC) for the past three years. At present, the PITB outsourced Call Centre is operating with a capacity of almost 100 full time Agents. The current scope of services of the PITB's outsourced Call Centre includes inbound calls, outbound calls & IVR functions.
 - The types of inbound calls received include queries/complaints related and not limited to Board of Revenue, Health, Excise and Taxation, School and Education, Higher Education, Live Stock, Facilitation Center, Local Government and other miscellaneous complaints/queries/requests
 - The types of outbound calls made include queries related to the above mentioned and not limited to. These calls are made from time to time as per the requirements of the services provided by PITB.
 - The PITB currently supports all said functions directly via IVR

After every call, record is entered in the system, depending on the nature of the call a robot-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, problem identified, delayed service, bad behavior, etc.) and some random records are called manually following an adaptive call script.

6.3 Scope of Services:

a). Role of PITB's Staff Members in Managerial Position

The PITB requires the Vendors to deploy the manpower resources required for running the Citizen Call Centre. However, the PITB will depute its officers in managerial positions to ensure quality of service and control over day-to-day functioning of the Call Centre. The decision of the PITB will prevail in every case of dispute.

The PITB will also score a random sample survey of calls on Call Quality as well as barge into calls on a daily basis. For this purpose administration level permissions to access all sub-systems/ servers (including IVR, CRM and ACD) to monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the vendors. The PITB may also deploy tools to monitor performance of various systems to rule out any possibility of tampering with data likely to affect customers by the Vendors. Vendors shall also provide uninterrupted support to the PITB's Quality Management Team.

b. Call Center Timing and Holiday: The Call Centre will operate 24 hours a day, seven days in a week and be available to customers on all 365 days. The Vendor's services and resources are required to be available accordingly.

C. Call Center Language: The Language of Call Center is in English, Urdu, Potohari and Punjabi. The PITB will render Call Centre Services from its locations i.e. Arfa Software Technology Park (ASTP).

6.4 Call Center Requirements.

6.4.1 Man Power Profile:

a). Customer Services Associates (CSAs)

The profile of the CSAs should be as follows:

- Minimum 14 years of education.
- Able to speak, read and write in English and Urdu
- Able to communicate confidently and politely, with good speaking skills
- Experience of at least 18 month in a Call Centre, or in direct selling/ telemarketing in the service industry
- Must have a valid CNIC, Domicile and NTN number
- Must have a valid CNIC, Domicile and NTN number

6.4.2 Staff Retention Program:

The Vendors will put in place systems to ensure that the resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the agents and senior staff so that attrition rate is kept at the minimum level. If the attrition rate rises to above 10% per month, the PITB can suggest policies, which will need to be implemented by Vendors to reduce attrition.

6.4.3 Assessment and Remedial Action:

The Vendors will put in place evaluation systems to continuously evaluate the performance of its resources. A 'Quality Score' may be generated for all agents on daily basis and put up to the PITB on weekly basis. The parameters for 'Quality Score' will include time duration for various functions, number of calls handled, fatal error, etc. The PITB and Vendors may jointly decide on the benchmarks for Quality Score and the Vendors will agree to maintain only those agents who qualify the "Quality Score" criteria as decided above for audit/inspection.

6.4.4 Quality Management:

The PITB quality management team will continuously audit the systems and procedures of the Call Centre. This team will also suggest systems to improve the ratings against SLA parameters. The Vendors will present information about its internal audit and quality assurance practices in all areas of operations, including human resources in periodical review meetings.

The PITB's authorized officials resources may inspect / audit the Call Centre facility any time with or without notice to the Vendors and the vendors shall extend all necessary support and make available necessary data/records relating to Call Centre.

6.4.5 Industrial Relation and discipline

The Vendors will put in place appropriate disciplinary procedures and ensure congenial industrial relations with its employees. PITB shall not intervene in any of the industrial disputes between the Call Centre employees and management, nor can PITB be drawn in any circumstances in such industrial disputes. The employees of the Vendors will never be considered as employees (fulltime or part-time or contractual) of the PITB under any circumstances. The employees of the Vendors will never claim any right to employment in the PITB irrespective of their status of employment with Vendors.

6.4.6 Remuneration/ Facilities to employees of Vendor:

The PITB will have no obligation to pay any remuneration, reimbursements or incentives to employees or staff of the Vendors. All the payments due to them shall be paid only by the Vendors.

6.4.7 Insurance Coverage:

The PITB will not be liable for any damage/loss to assets, resources and manpower deployed by the Vendors for Call Centre operations. Vendors shall procure all insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and /or third party accident insurance to safeguard any eventuality while the employees of the Vendors are on duty.

6.5 Compliance to labor law:

The Vendors shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen Compensation Act etc.). The Vendors shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to their from time to time, including records and returns as applicable under labor legislations.

6.6 Service Level Agreement Compliance and Penalties:

a. Call Queue Waiting Time

Objective	To ensure that more than 90% of calls requesting to speak with an agent are attended to within 30 seconds		
	This is measured as the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.		
Definition			
Data Capture	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an agent.		
Measurement Interval	Daily		
Reporting Period	Monthly		
Service Level			
S. No.	Percentage of calls attended	Penalty	
1	>= 90 % calls attended within 30 Seconds	Nil	
2	< 90 % calls attended within 30 Seconds	5 % of monthly billed value	

b. Call abandonment rate (on ACD)

Objective	To ensure that not more than 3% of calls requesting for an agent go unattended.		
	This is measured as: Number of calls abandoned on ACD/Number of calls which reached ACD		
Definition			
Data Capture	The number of calls requesting for agents and the number of calls which are answered by the agents, both, would need to be captured		
Measurement	Daily		

Interval			
Reporting Period	Monthly		
Service Level			
S. No.	Call abandonment rate (on ACD)	Penalty	
1	< 3%	Nil	
2	Between 3% - 5%	1 % of monthly billed value	
3	Between 5% - 8%	3 % of monthly billed value	
4	>8%	5 % of monthly billed value	

c. Call Quality Score

Objective	To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.		
Definition	This is measured by scoring a random sample of calls on pre-defined parameters		
Data Capture	The Call Centre will have a call logging facility to record all the different calls that have been handled by the agents. A random sample of these calls will then be graded by the PITB's call quality audit team against pre-decided parameters. PITB will ensure that there are at least 2 dedicated employees to monitor and score these calls. PITB's employees will audit 50 calls per day and will cover all agents.		
Measurement Interval	Daily		
	Monthly		
Reporting Period			

Service Level		
S. No.	Score on Call quality	Penalty
1	>85%	Nil
2	Between 80 % to 85 %	5 % of monthly billed value
3	Between 75 % - 80 %	7.5 % of monthly billed value
4	>75%	10 % of monthly billed value

d. First Time Resolution

Objective	To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of to ensure that issues are resolved first time in the Call Centre		
	This is measured as: Number of calls in which issue was resolved in the first call itself/Number of calls for which an SMS was sent to test for FTR		
Definition			
Data Capture	An SMS will be sent to a random sample of customers. For e.g. every 5th customer who calls. This sample shall be dynamically defined by the PITB. Through this SMS, the customer will be requested to confirm whether his/her issue was resolved or not, to which the customer will respond with either a 'Yes' or 'No'. In case the customer does not respond to the SMS, it will be assumed that the issue has been resolved. In case the customer responds with a 'No', an outbound call will be made to the respective customer in order to resolve their issue. Once the issue has been resolved, it will be updated accordingly on CRM.		
	Daily		
	Monthly		
Measurement Interval			

Reporting Period			
Service Level			
S. No.	% of calls resolved first time	Penalty	
1	>95%	Nil	
2	Between 95% to 90%	2 % of monthly billed value	
3	Between 85% - 90%	5 % of monthly billed value	
4	>85%	10 % of monthly billed value	

Penalty shall be levied for Short Logins as mentioned above, except on Sundays and National Holidays.

PITB will also levy penalty in case the manpower profiles are not maintained as per PITB's requirement specified in Section above. The penalty structure shall be of 2 types:

1) The personnel do not meet the minimum qualifications as laid out by PITB for their designation/profile under clause - 6.4 above.

For assessing this requirement, the PITB may conduct periodic sample checks of the agents at any time of the month. If any personnel are found to be not qualified, during the sample check, as per PITB's guidelines,

1% of the monthly amount payable for that month will be deducted.

If more than 20% of the personnel are found to be not meeting the criteria during the sample check, 5% of the monthly amount payable for that month will be deducted.

These penalties may be relaxed during the initial set-up period of the Call Centre i.e. the application of these penalties shall begin from 3 months after start of services.

The overall penalty of all SLAs shall be levied up to a maximum of 20% of monthly bill amount. However, if the maximum penalty limit is reached continuously for 2 billing cycles then the cap may be removed by the PITB and actual penalty may be charged.

6.7 Key Performance Indicator (KPI) Parameters:

Similar to SLAs defined in the above sections, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the Call Centre's performance. The PITB reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the Vendors.

Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Vendors are expected to maintain and ensure that its performance on these parameters is acceptable. In the quarterly review meetings, the PITB and Vendors shall jointly take decisions regarding acceptable performance required on different KPI's

Call handling efficiency of agents managing outbound calls:

Objective	To measure the efficiency of agents in making outbound calls.
	This KPI measures the efficiency of operators in making outbound calls in terms of average: a. Number of calls made by an agent per day b. Talk time taken to complete calls
Definition	
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>150 calls per agent

6.8 OTHER REQUIREMENTS

This section covers the minimum requirements for management of the Call Centre.

a. Governance and Management

The Vendors will comply with all applicable policies of the PITB, including but not limited to the PITB's Privacy Policy, Information Security Policy, Code of Conduct/Ethics, guidelines on outsourcing and the Do-Not-Call policies.

friendly structure including graphics depending on the request of the PITB from time to time.

b. Audit

PITB reserves the right to conduct an audit/ ongoing audit of the services provided by Vendor. Vendors should allow the PITB to access documents, records or transaction or any other information given to, stored or processed by Vendors within a reasonable time failing which Vendors will be liable to pay any charges/ penalty levied. Vendors should allow PITB to conduct audit or inspection of its Books and account with regard to documents by one or more officials or employees or other persons duly authorized by PITB.

6.9 Indemnity:

The Vendors agree fully and effectually to indemnify, defend and hold harmless the PITB and its officers, directors, employees, representatives, agents, and assigns ("Indemnified") at its own expenses against the Losses suffered or incurred by the PITB as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations contained or referred to in proposed Agreement. In addition, the Vendors hereby also agree to indemnify and hold harmless the PITB against the Losses claimed, made or incurred against the PITB arising out of or in connection with the performance or discharge of Vendor's obligations and duties under this proposed Agreement or in respect of any Losses sustained or suffered by any third party, otherwise than by the PITB's gross negligence or willful misconduct. The Vendors understand, acknowledge and agree that this provision is the essence of the contract and, consequently, Vendors desire to provide the PITB (being indemnified) with specific contractual assurance of each Indemnifier's rights to full indemnification against any proceedings. If indemnification claim involves litigations from third party then the indemnification by Vendors shall be subject to:

- i. The PITB having provided written notice within (two weeks) reasonable period of time about the event;
- ii. Subject to Applicable Laws, the PITB will provide to Vendors an opportunity to defend; To the extent possible for the Bidder in PITB's view, the PITB having taken due diligence exercise to mitigate or minimize the claim or liability;
- iii. The PITB refraining from accepting or admitting the claim or liability for Vendors;
- iv. PITB reasonably cooperating with Vendors for defense of a third party claim; and

6.10 Every bidder would have to quote a separate price as listed in the price table / cost sheet at Annex- D.

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 running or outsourcing call centers for public/private sector clients, from 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 Comply with complete clause-6 "Scope of Services"
- 7.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment and 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. Conforms to the clause of "Responsiveness of Bid" given herein this tender document;
- 7.7 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 ventures or Consortium are also eligible for this tender, as long as the joint venture complies with the following conditions:

- 9.1 The Tenderers may form a joint venture of maximum three Tenderers/bidders. An Agreement Deed to that effect, legally executed and signed by all the partners shall be submitted with the bid.
- 9.2 One partner of formulated joint venture will be designated the lead partner and would be get into legal contract with Purchaser and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender/bid.
- 9.3 There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture.
- 9.4 All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successfully qualifying both technical and financial evaluation, the Contract Deed, to that effect, shall be signed by the lead partner.
Partners other than the lead would also be bound by the terms and conditions of the contract

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, 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 criteria and process of hiring of agents must be submitted by the Bidder.
 - 13.7.7 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
 - 13.7.8 The financial statements must be signed by the authorized representative of the Bidder
 - 13.7.9 Valid registration certificates for Income Tax & Sales Tax
 - 13.7.10 Income Tax & Sales Tax returns for the last three (3) years
 - 13.7.11 Complete Project Plan with resource details
 - 13.7.12 Resume of the Project Manager to be appointed for the Purchaser
 - 13.7.13 Evidence of eligibility of the Tenderer and the Services
 - 13.7.14 Evidence of conformity of the Services to the Tender Document (written undertaking on letterhead stating compliance as per Clause 6)
 - 13.7.15 Financial Capacity as per **Annexure-K**.
 - 13.7.16 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
 - 13.7.17 Information tables at **Annexure-L**
- 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. **130112015-1**

[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. **130112015-1**

[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. **130112015-1**

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. **130112015-1**
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, including all Forms, Annexes, Schedules, Charts, 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 applicable taxes, duties, levies, insurance, freight, etc.;
 - 14.1.4 including all charges up to the delivery point at PITB, ASTP, Lahore
- 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; , in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; as per the format provided in the Tender Document;
 - 15.1.2 denominated in Pak Rupees;
 - 15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
- 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 (three months) 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 1530 hours on the last date of submission of bids i.e. **15th December 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.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Weightage/Marks

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	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.	Mandatory
	Compliance to the scope of services.	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper)	Mandatory
Sr. No.	Category	Weightage/Marks
1	Experience	45

2	Financial Strength	25
3	Personnel Capabilities	10
6	Vendor Presentation: Alignment of the solution being proposed with the requirements of the PITB Call Centre. Does the vendor display clear understanding of the Call Centre requirements? Does the vendor demonstrate beyond any doubt ability to deliver on ALL requirements? Deployment within 12 weeks. Is the vendor able to provide crisp and clear answers to questions asked with strong content? Is the vendor proactive to provide innovative solutions for capabilities required by the PITB Call Centre? Does the vendor have experience of performing similar functions in other clients?	20
	Total	100

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. Post-qualification status shall be determined on the Point scoring criteria. In order to qualify, **the applicant must obtain overall 70 marks, at least 30% marks in each category as mentioned in the Evaluation Criteria Annex-A**

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 tenderer 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.
- 25.3. **Contract will be awarded as per following detail:-**
The PITB intends to outsource its Call Center Resources to first three lowest ranked vendors. The first lowest evaluated bidder will be award the contract to provide 50% of the resources. Similarly, second and third lowest evaluated bidders will be considered/awarded 30% and 20% of the resources, respectively if second and third lowest bidder agree on the rate offered by lowest bidder

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 twenty eight (28) 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 or 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:

TABLE OF CONTENTS

I.	Agreement
II.	General Conditions of Contract
29.	Contract
30.	Contract Duration
31.	Contract Documents and Information
32.	Contract Language
33.	Standards
34.	Commercial Availability
35.	Patent Right
36.	Execution Schedule
37.	Payment
38.	Price
39.	Contract Amendment
40.	Assignment / Subcontract
41.	Extensions in time for performance of obligations under the Contract
42.	Liquidated Damages
43.	Blacklisting
44.	Forfeiture of Performance Security
45.	Termination for Default
46.	Termination for Insolvency
47.	Termination for Convenience
48.	Force Majeure
49.	Dispute Resolution
50.	Statutes and Regulations
51.	Taxes and Duties
52.	Contract Cost
53.	The Client
54.	Authorized Representative
55.	Waiver
56.	Training
57.	Documentation

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 services 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 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 for 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 (3) 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, 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 three to four (03 -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. However, the vender will not discontinue the services in any case. Maximum payment process time within 90 days.
- 37.4 All invoices must carry details of cost, as required, along with valid and verifiable proof of evidence of all claims.
- 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 Payment shall not be made in advance. 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 applicable 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.
- 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, 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, 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 or as defined in SLA agreement 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.

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.
- 44.3 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. 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.
- 44.4 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, 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 services, 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, 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, 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. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) in the form of Demand Draft / Pay Order / Call Deposit Receipt, 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;
Performance Security	The successful Contractor shall furnish Performance Security as under: within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total contract value; denominated in Pak Rupees; 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, <u>whichever is later.</u>
Start Delivery of Services	Within three to four (03- 04) weeks from the issuance of Acceptance Letter
Liquidated damages for failure / delay in supply / installation /	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

configuration of Services / Works by the Contractor	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% or defined in the SLA agreement 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.
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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.

Requirements with description		Max. Marks
1	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) 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 (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
2	Availability of agents within 4 weeks from the date of award of Letter of Acceptance by the Purchaser 25 marks for 100 or more agents, 15 marks for 50-99 agents, 5 marks for less than 50 (Verifiable proof of evidence is required; written undertaking, with seating plan pictures to prove)	25
3	Financial Strength (Last three (3) year's Average Gross revenue, If PKR 50 Million / annum or above then 25 marks, If less than PKR 50 million / annum but equal to or greater than PKR 30 million / annum then 15 marks, if less than PKR 30.00 million / annum but equal to or greater than PKR 15.00 million / annum then 5 marks,	25

	if less than PKR 15 million / annum then 0 marks	
4	Each senior executive should have over 5 + years each experience in global outsourcing sector, across multiple industry verticals. Senior Executive Experience 5 Year and More= 10 Senior Executive Experience 3-5 Years = 5 Senior Executive Experience 1-3 Years = 2 else 0	10
5	Alignment of the solution being proposed with the requirements of the PITB as mentioned in this tender document supported with your presentation.	20
TOTAL Marks		100

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

Sr. No.	Description	No of Agents in a month (1)	Agent Rate (Excl. Taxes) Rs. (2)	Total Taxes (3)	Agent Rate (Incl. all Taxes) Rs. (4=2+3)	Total Cost per month (Incl. all Taxes) Rs (5=1x4)
1	Call center agents	75				
Sub Total						ST
Total Bid Price (Multiply ST; the per month cost, with 12)						X

Notes to Price Table:

- 1) *The bids shall be prepared on the volumes of inputs given in Table above.*
- 2) *All the numbers quoted above are hypothetical and in no way bind the Purchaser to avail the said services / resources in a no. less than, equal to or more than the one as quoted above.*
- 3) *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.*
- 4) *Amount in Box X will determine the total bid cost for awarding of the tender.*
- 5) *All quoted prices shall be inclusive of all applicable taxes.*
- 6) *Initially successful bidders will be offer contract for one year, which will be extendable for up to 3 years , based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.*

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 2015.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-J

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 twenty eight (28) 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 2015.

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 (most recent to oldest in (PAK Rupees))		
	Year 1 (Year)	Year 2 (Year)	Year 3 (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

ANNEXURE-L

TECHNICAL PROPOSAL (Club the below required information table with Technical Proposal)

1. Please provide details of the profile of your top management, in the table below:

Top Management profile	CEO	Programme Manager	Accounts Manager
Name			
Qualifications			
Professional Experience			
Experience in Call Centre running/outsourcing (No. of years, and description of experience)			

2. Please provide details of your business profile, in the table below:

Criteria	No. Of Years	No. Of Agents	Break up of Business Revenues		
			2012-13	2013-14	2014-15
Public Sector					
Private Sector					
International Experience					
Telecom					
Financial Service					
Retail					
Manufacturing					
E-Governance					
Any other please Specify					
1. Within Pakistan territory wise					

North					
South					

3. Please provide details of your dedicated practice area and core competencies, in the table below:

Sr. No	Processes	Number of Agents				
		Voice	Email	Live Chat	Web Service	Any other
1	In bound					
2	Lead Creation					
3	Service Request Registration					
4	Complaint Registration					
5	Recovery/collection					
6	Inbound cross selling and up selling					
7	Outbound tele Marketing					
8	Follow-up leads – appointment fixing, product offer					
9	KYC verification					
10	Customer Satisfaction survey					
11	Market research					
12	Any other process- please specify					

4. Please provide details of your language capabilities, in the table below:

What are the languages you are handling	Number of Agents	Since When?	What are the training material used by you for a regional languages
Language-1			

Language-2			
Language-3			
Language-4			

5. Please provide details of your Call Centre industry specific skill sets, in the table below:

Sr. No.	Process	No. Of Agents	Experience (No. Of Years)	Function Covered	Function Required by PITB (as mentioned earlier) That are not provided to any other Client at present)
1	General queries related to products & Services				
2	Service Requests				
3	Complaints				
4	Outbound – Tele-Marketing				
5	Others – please Specify				
Please confirm that you have capability to provide all functions required by the PITB					

6. Please provide details of the minimum qualification required for agents by your existing clients only, in the table below:

Client	Min qualification Required	Certification Required, if any
Client 1		
Client 2		
Client 3		
Please confirm that you have the capability to provide agents with minimum qualifications, as		

required by the PITB

7. Please provide details of your current human resources management practices, in the tables below:

7.A Recruitment and Retention	
Current recruitment and sourcing processes	
Annual attrition (%) for agents	
Measures taken to prevent/reduce attrition	

7.B Training, Development and Career Planning			
PARAMETER	Do you currently provide this? (Yes/No)	If Yes, mention frequency at which it is provided	Any other details
Communication and soft skills training			
Proposed Call Centre processes			
Products and services of the Public Services			
Behavioral and cultural expectations from a professional agent			
Information security and their relevance and Importance to the customers			
Knowledge of Public			

systems, operational			
procedures, KYC norms etc.			

8. Please provide details of all Service Level Agreement (SLA) parameters enforced by your current clients as well as your compliance so far to these, in the table below:

Service Level Agreement		Compliance during		
CLIENT – 1	Desired Level by Client (No Penalty imposed)	2013-2014	2014-15	Up to Sep15
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				
First call resolution rate				
IVR efficiency (% calls disposed off at IVR)				
Average time taken to be disposed off at IVR				
% of calls that fail to connect to call center due to limited infrastructure provided by vendor				
Any other SLAs, please specify				
CLIENT – 2	Desired Level by Client (No Penalty imposed)	2013-2014	2014-15	Up to Sep15
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				

First call resolution rate				
IVR efficiency (% calls disposed off at IVR)				
Average time taken to be disposed off at IVR				
% of calls that fail to connect to call center due to limited infrastructure provided by vendor				
Any other SLAs, please specify				
CLIENT – 3	Desired Level by Client (No Penalty imposed)	2013-2014	2014-15	Up to Sep15
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				
First call resolution rate				
IVR efficiency (% calls disposed off at IVR)				
Average time taken to be disposed off at IVR				
% of calls that fail to connect to call center due to limited infrastructure provided by vendor				
Any other SLAs, please specify				

9. Please provide details of your reporting capabilities, in the table below:

	Ability to Provide BI reports	Ability to customize reports as per	Ability to provide the PITB with direct access
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Reports		requirement of PITB	to these reports
SLA & KPI			
Other Reports			

10. Please provide at least 2 references.

Description	Reference - I	Reference - II
Name of the Company		
Contact person		
Contact details		
Processes handled		
Share of revenue / turnover from the reference		

11. Please provide details, in the table below, of the locations of your existing Call Centers for the PITB to conduct site visit(s)

No.	Location	Address	No. Of Agents	Contact details (Contact person and Telephone Numbers)
1				
2				
3				