Amendments are highlighted in "RED" font

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PROVISIONING OF SERVICES (CONTACT CENTER AGENTS - ENGLISH & BASIC PROFICIENCY) FOR PROJECT TITLED "CM COMPLAINT HELPLINE AND CITIZEN CONTACT CENTER (CCC) PITB" UNDER FRAMEWORK CONTRACT

EGOV - 16

PITB.GOV.PK

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Section-I: Invitation to Bids

BIDDING DOCUMENTS FOR THE PROVISIONING OF SERVICES (CONTACT CENTER AGENTS - ENGLISH & BASIC PROFICIENCY) FOR PROJECT TITLED "CM COMPLAINT HELPLINE AND CITIZEN CONTACT CENTER (CCC) PITB" UNDER FRAMEWORK CONTRACT (EGOV-16)

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

LOT No.	Description	QTY	Estimated Total Cost	Bid Security (Fixed)
1	Call Center Agents (English Proficiency)	100	79,000,000	1,580,000
2	Call Center Agents (Basic Proficiency)	400	288,000,000	5,760,000

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

Pre-Bid Meeting Date, Time & Place	~~**15 October, 2026 @ 11:00 AM**~~ ~~11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.~~
E-bid Submission Date & Time	~~**23**~~ **29 October, 2026 @ 11:00 AM**
E-bid Opening Date & Time	~~**23**~~ **29 October, 2026 @ 11:30 AM**

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

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

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

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

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

Punjab Information Technology Board (PITB)

11th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (99000000), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

Section-II: Instructions to Bidders (ITB)

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

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Contact Center Agents under Framework Contract as specified in the Section-III Scope of Services, Section-IV Bid Data Sheet (BDS) and Section VII-Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor/ general order service providers / (JV, if applicable), registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), and registered on Punjab e-Procurement System (eP), except as provided hereinafter.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution

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

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

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

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

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

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

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

a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation

of the design, specifications and other documents to be used.

b) Have controlling shareholders in common; or
c) Receive or have received any direct or indirect subsidy from any of them; or
d) Have the same legal representative for purposes of this E-bid; or
e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

xii) A Bidder may be ineligible if –

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

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

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

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

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

(f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A

of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

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

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

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

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

2.1.4. Eligible Goods and Services

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

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

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

2.1.5. Cost of Bidding

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

2.1.6. One person one bid

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

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

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

2.1.7. Work Plan/Deputation Plan

i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

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

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Bidder Profile Form

(j) General Information Form

(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee Form

(q) Check List

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

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

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

2.2.2. Clarification of Bidding Documents

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

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

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

iv) Copies of the Procuring Agency's response will be uploaded on Punjab e-Procurement System (eP) and shared with the

prospective bidders through other means, including a description of the inquiry, but without identifying its source.

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

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

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

2.2.3. Amendment of Bidding Documents

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

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

2.3. Preparation of Bids

2.3.1. Language of Bid

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

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the Contact Center Agents under Framework Contract etc. to be provided.

2.3.3. Bid Prices

i) The Bidder shall indicate on Form 8.9 the unit prices (where applicable) and total Bid price of the Contact Center Agents under Framework Contract the services of which it proposes to provide under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise.

iii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

iv) The Bidder shall quote the Management Fee as the sole variable element of its price, in the manner prescribed by Form 8.9.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

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

2.3.6. Bid Security

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

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

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

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

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

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

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

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*
provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

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

vii) The Bid security may be forfeited:

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

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

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

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

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated

and the bidder is declared blacklisted after due process of law.

2.3.7. Period of Validity of Bids

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

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

2.3.8. Minimum Wage Rates and Applicable Taxes

i) The Bidder shall adhere to the minimum wage rate for unskilled workers notified by the Labour & Human Resource Department, Government of the Punjab, as in force on the date of Bid submission, and that rate shall be reproduced in Form 8.9 without alteration.

ii) The Bidder shall separately state, in Form 8.9 and in the Tax Declaration forming part of it, the description of the service as classified by the Bidder, and the classification code under the First Schedule to the Punjab Sales Tax on Services Act 2012.

iii) Punjab Sales Tax shall be quoted on the whole of the taxable value of the service, being the aggregate of the Minimum Wage, EOBI, PESSI and Management Fee, and not on the Management Fee alone.

iv) Income tax deductible at source under section 153(1)(b) of the Income Tax Ordinance 2001 shall NOT be included in the quoted price. It shall be deducted by the Procuring Agency from the gross amount payable at the rate applicable to the Bidder's category and Active Taxpayers List status, and a withholding tax certificate shall be issued.

2.4. Submission of E-bids

2.4.1 Sealing and Marking of Bids

i) N/A

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

2.4.2 Deadline for Submission of E-bids

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

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

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

2.4.3. Late E-Bids

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

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

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

2.4.4. Modification and Withdrawal of E-bids

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

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

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

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

2.5. Opening and Evaluation of E-Bids

2.5.1. Opening of E-bids by the Procuring Agency

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

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

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

iv) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

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

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

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

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

ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the Punjab e-Procurement System (eP).

[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

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

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

2.5.3. Clarification of E-bids

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

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

evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

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

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

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

2.5.4. Preliminary Examination

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

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

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

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

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

deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

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

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

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

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

2.5.6. Correction of Errors

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

a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

2.5.7. Conversion to Single Currency

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

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

2.5.8. Post-Qualification & Evaluation of Bids

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

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

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive,

pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.9 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.

v) For the purpose of comparison and derivation of the Total Bid Price, the Procuring Agency shall disregard the rate of Punjab Sales Tax declared by each Bidder and shall apply a single uniform notional rate of FIVE PERCENT (5%) to the taxable value of every responsive Bid.

vi) Because the Minimum Wage, EOBI and PESSI elements are fixed and identical for every Bidder and a uniform notional tax rate is applied to all Bids, the lowest Management Fee, the lowest price before tax and the lowest Total Bid Price identify the same Bid. The Bid so identified is the lowest evaluated Bid for the purposes of rule 55 of the Punjab Procurement Rules 2014.

2.5.9. Contacting the Procuring Agency

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

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

2.5.10. Grievance Redressal

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

ii) Any Bidder feeling aggrieved can file its complaint on the Punjab e-Procurement System (eP), against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33,

and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

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

iv) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

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

2.6. Award of Contract

2.6.1. Notification of Award

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

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

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

2.6.2. Performance Guarantee

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

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

2.6.3. Signing of Contract/ Issuance of Purchase Order

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

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within Twenty-Five (25) days of issuance of the notification of Contract award/Letter of Intent (LOI)**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

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

2.6.4. Award Criteria

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

2.6.5. Procuring Agency's Right to

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and

Vary Quantities at Time of Award		services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All E-bids	i)	As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.
	ii)	The Bidders shall be promptly informed about the rejection of the E-bids, if any
	iii)	The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	i)	If the Procuring Agency rejects all the E-bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. Corrupt or Fraudulent Practices	**i)**	The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows: *"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:* *i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

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

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

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

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

ii) Blacklisting & Debarment:

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

Substantial Requirements & Procedure for Blacklisting & Debarment:

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

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

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

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

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

As per rule 21 of PPR-14:

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

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

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

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

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

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

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

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

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

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

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring

agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of **seven (07) days** to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within **fifteen (15) days** from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within **thirty (30) days**, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

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

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

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

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

2.6.9. Quantity and volume of the

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

goods to be considered in mind *[Framework Contract Modality]*	a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet. b. The Bidder have to maintain the rates of the goods for the whole financial year. c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Any brand names / model mentioned in the technical specifications of goods / services being solicited through this bidding document, are for reference only and the bidders may quote the any brand / model with equivalent specifications.

Detail of personals required / Technical Specifications:

LOT No.	Description	Qualification	Experience & Age	Quantity
1	Call Center Agents (English Proficiency)	14 years or equivalent	12 Months & between 20 to 45	100
2	Call Center Agents (Basic Proficiency)	12 years or Equivalent	06 Months & between 20 to 40	400

- The above quantities are mentioned for the purposes of evaluation only and do not bind the Purchaser to order the entire quantity as listed. The Purchaser reserves the exclusive right to utilize the quantities in a number less than, equal to, or more than the given volume at the quoted unit rate.

- Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].

3.2 Scope of Services

Public awareness and addressing citizen concerns are top priorities for every government department. To streamline communication and ensure easy access to government services, multiple departments are keen to establish dedicated helplines.

The goal is to bridge the gap between citizens and government institutions by creating a seamless, efficient, and user-friendly experience. Additionally, the initiative aims to integrate all government helplines under one centralized platform, serving as a single point of interaction for the citizens of Punjab and various government departments.

The **PITB Citizen Contact Center** is the first **Government-to-Government (G2G) contact center**, providing facilitation not only to the general public across Punjab but also to government entities nationwide, along with private sector organizations (G2B). The center is equipped with an **integrated database, workflow automation, real-time monitoring, quality assurance mechanisms, skills-based call routing, IVR & messaging services, and a robust feedback system.** It offers end-to-end solutions for handling customer interactions through SMS, ROBO calls, and other digital engagement tools.

To ensure smooth operations, **PITB requires a contractor to deploy skilled manpower as call center agents** for the CM Complaint Helpline and Citizen Contact Center. Meanwhile, PITB will appoint its officers in managerial positions to oversee service quality and day-to-day operations. In case of any disputes, **PITB's decisions will be final and binding.**

This initiative reflects PITB's commitment to modernizing public service delivery, fostering transparency, and enhancing citizen satisfaction through an integrated, technology-driven contact center.

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: **PUNJAB INFORMATION TECHNOLOGY BOARD** The subject of procurement is: **PROVISIONING OF SERVICES (CONTACT CENTER AGENTS - ENGLISH & BASIC PROFICIENCY) FOR PROJECT TITLED "CM COMPLAINT HELPLINE AND CITIZEN CONTACT CENTER (CCC) PITB" UNDER FRAMEWORK CONTRACT (EGOV-16)** Period for Delivery and Completion of Scope of Services: **Within One (01) Week after issuance of Notification of Award** **Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].**
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: **[*2026-2027*]** Name of Project/ Grant (Development or Non-Development): Development Name of financing institution: **PITB** Name and identification number of the Contract: **[*NA*]**
3.	**2.1.3 (v)**	Maximum number of members in the joint venture, consortium or association shall be: [*N/A*]. J.V. form 8.2 should be followed. **(NOT APPLICABLE)**
B. Bidding Documents		
4.	**2.2.2**	The address for clarification of Bidding Documents is: **PRIMARY CONTACT (For Technical Clarifications)**

		Umair Ali Snr. Program Manager (PITB) **Email:** umair.ali@pitb.gov.pk 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan **SECONDARY CONTACT** **Sohaib Ejaz** Program Officer (Procurement) – For Commercial Clarifications **Email**: sohaib.ejaz@pitb.gov.pk 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan
5.	**2.2.2**	~~**DATE & TIME: 15 October, 2026, @ 11:00 AM**~~ ~~**VENUE: 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE.**~~
6.	**2.3.9**	The number of E-Bid for each Lot separately to uploaded on Punjab e-Procurement System (eP) is in one original.
C. Bid Price, Currency, Language and Country of Origin		
7.	**2.3.1**	*Language of the Bid:* **English**
8.	**2.3.4**	The price shall be quoted in PAK RUPEES and shall be inclusive of Punjab Sales Tax on Services at the rate applicable to the Bidder's own registration category with the Punjab Revenue Authority.
D. Preparation and Submission of Bids		
10.	**2.2.2**	**The complete Bids must be submitted online on Punjab e-Procurement System (eP) website i.e., https://ep.punjab.gov.pk**
11.	**2.4.2**	The deadline for E-bid submission is: ~~**23**~~ **29 October, 2026 @ 11:00 AM**
12.	**2.5.1**	Time, date/ Month/ Year, and place for E-bid opening. ~~**23**~~ **29 October, 2026 @ 11:30 AM** **PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)** 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123) URL: WWW.PITB.GOV.PK
13.	**2.6.2**	Amount of Performance Guarantee is: **05% OF THE CONTRACT AMOUNT** (an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab)
14.	**2.3.8**	Bid validity period after opening of the E-Bid is: **NINETY (90) DAYS.**

15.	**2.3.6**	The samples (if demanded) of the items provided by the bidders will be evaluated in conjunction with the specification provided in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items as per approved sample.
E. Opening and Evaluation of Bids		
16.	**2.5.1**	The E-Bid opening shall take place at: **PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)** 11th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123) URL: WWW.PITB.GOV.PK
17.	**2.5.7**	The currency that shall be used for E-Bid evaluation is: ***PAK RUPEES***
F. Bid Evaluation Criteria		
18.	**2.5.8**	Criteria to Bid evaluation is presented below:

EVALUATION CRITERIA (TECHNICAL PROPOSAL):

Category	Description	Requirement
Legal (Mandatory)	Copy of Registration with Income Tax Authorities (National Tax Number NTN) – Registered for at least last **03 Years** from the date of bid submission**;**	Required
	Copy of Registration with relevant Sales Tax Authorities	
	Copy of Income Tax & Sales Tax (Operative Status)	
	Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head: (i) The firm is not blacklisted by the procuring agency and PPRA. (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) (iii) The firm certifies the correctness of information. (iv) The firm complies with Section – III "Technical Specifications", and Section – VII "Schedule of Requirements" of the Bidding Document. (v) The firm complies with all terms & conditions mentioned in the Bidding Documents. (vi) The firm complies that its Bid is valid for 90 days after opening of the E-Bid. (vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable. (viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within **Twenty-Five (25)** days of the issuance of notification of award/Letter of Intent (LOI). (ix) The contractor shall maintain the credit line for a period up to 90 days to ensure the uninterrupted availability of resources and the timely payment of monthly salaries to the personnel.	
Technical (Mandatory)	Bid Security should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.	Required
	The Bidder shall possess and maintain valid ISO 9001:2015 ~~and ISO/IEC 27001~~ certifications throughout the contract term. Copies of the valid certifications issued by an accredited certification body shall be submitted as part of the proposal. The Bidder shall ensure that such certifications remain valid for the duration of the contract and shall provide renewed certificates upon request.	
Past Experience (Mandatory)	**Relevant Experience & Value of Projects (Last 03 Years).**	Required

<table>
<tr><th>Category</th><th>Description</th><th>Requirement</th></tr>
<tr><td></td><td>Average annual value of projects or assignments, either completed or in progress during the last three (03) years, for the provision of contact centre agents, Customer service representatives, Help desk representatives.

(Verifiable through relevant purchase orders / contracts.)
<table>
<tr><th>Lot No.</th><th>Amount in PKR</th></tr>
<tr><td>01</td><td>32 million and above</td></tr>
<tr><td>02</td><td>115 million and above</td></tr>
</table></td><td></td></tr>
<tr><td>Financial (Mandatory)</td><td><u>Annual Turnover (Last 03 Years).</u>

Average annual turnover, over the last three (03) audited financial years

(Verifiable through audited financial statements of the last three financial years.)
<table>
<tr><th>Lot No.</th><th>Amount in PKR</th></tr>
<tr><td>01</td><td>80 million and above</td></tr>
<tr><td>02</td><td>280 million and above</td></tr>
</table></td><td>Required</td></tr>
</table>

<u>NOTE:</u>

- **<u>As outlined in the Standard Bidding Documents under clause 2.5 “Opening and Evaluation of E-Bids”, the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered.</u>**
- **<u>During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted.</u>**
- **<u>We strongly encourage you to review your bids carefully and ensure their completeness before submission. Failure to do so may result in technical disqualification.</u>**

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: FIFTEEN (15%) PERCENT. However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.
2.6.2	The Performance Guarantee shall be: 05% OF THE CONTRACT AMOUNT
2.6.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee or Call Deposit Receipt (CDR), (**an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab**) Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

Section-V: General Conditions of Contract

1. Definitions

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

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

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

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

(d) "The Services" means those services including Contact Center Agents under Framework Contract and other such obligations of the Service Provider covered under the Contract.

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

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

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

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

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

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

(k) "Day" means calendar day.

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

2. Application

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

3. Country of Origin

[where applicable]

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

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

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

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

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

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

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

6. Performance Guarantee

6.1. **Within Twenty-Five (25) days of issuance of the notification of Contract award/Letter of Intent (LOI),** the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of

services, or fulfillment of all obligations under the contract, whichever is later.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

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

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

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7. Incidental material

[If required and decided by the Procuring Agency]

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

8. Payment

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

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

9. Prices

9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

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

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

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

13. Sub-contracts

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

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

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

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

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

(a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

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

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

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything

of value by any public official in the course of the exercise of his duty; it may include any of the following:

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

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

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

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

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

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its

obligations under the Contract is the result of an event of Force Majeure.

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

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

18. Termination for Insolvency

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

19. Termination for Convenience

19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

20. Resolution of Disputes

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

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

21. Governing Language

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

22. Applicable Law

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

23. Notices

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

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

24.2. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

25. Change in minimum wage rate

25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing

contract shall be revised as per percentage increased in minimum wages declared for such category, by the competent authority, but with mutual consent of the Procuring agency and the Contractor.

26. Framework Contract Period and Extension in Contract period

Initially the contract will be for the period of **one (01) year**, starting from the date of issuance of notification of award till the delivery, installation & commissioning of all Goods/Services or end of warranty / support period, whichever is later. However, the same would be extended by the competent authority for a further period of **two (02) years, on yearly basis,** with the mutual agreement of the Procuring Agency and the Contractor. Extension in the contact agreement shall be the discretion of the Procuring Agency and the contractor has no right to claim further extension as a matter of right in the contract.

Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].

Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

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

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

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

2. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **05% OF THE CONTRACT AMOUNT an equivalent amount transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.**

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

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

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided: NOT APPLICABLE.

4. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided: *[to be decided by the Procuring Agency as per rule-62 of PPR-14]*

Payment for Services Rendered:

- Payments shall be made every month in arrears, and monthly invoices must be submitted accordingly. The Contractor shall not discontinue or reduce the services in any circumstances on account of a pending payment.

- The Contractor shall maintain the credit line for a period up to 90 days to ensure the uninterrupted availability of resources and the timely payment of monthly salaries to the personnel.

- The Contractor shall submit an attendance certificate of each resource under the Contract, duly signed by a designated person of the Purchaser (Project Team), or other documentary evidence as the Purchaser may require.

- The Contractor shall provide a certificate along with a copy of the payroll record, which clearly shows that the Payment made to the resource under the Contract is as per the Minimum Wage notified by the Government.

- The Contractor shall furnish with every monthly invoice: (a) an attendance certificate for each deployed resource countersigned by the PITB Project Team; (b) the payroll record together with bank, Jazz Cash, EasyPaisa or comparable transaction history evidencing payment of not less than the notified minimum wage; (c) EOBI and PESSI deposit challans and the individual cards of the resources billed; (d) a valid Punjab Sales Tax invoice bearing the Contractor's PRA registration number, the classification code and the rate charged. Payment may be withheld until these documents are furnished.

- Payment shall be made in Pak. Rupees by CROSS CHEQUE, TREASURY CHEQUE, or by DIRECT CREDIT to the Contractor's declared bank account, net of the deductions provided for in SCC 11 below.

5. Prices (GCC Clause 9)

GCC 9.1—The Management Fee quoted by the Contractor shall be firm and shall not be adjusted for any reason whatsoever during the currency of the Contract, including any extension.

GCC 9.2—The Minimum Wage, EOBI contribution and PESSI contribution elements of the Contract Price shall be adjusted, upwards or downwards, with effect from the date of the relevant notification, to correspond exactly with the rates notified from time to time by the Government of the Punjab and the competent statutory authorities. Adjustment shall be made upon production of the notification and of evidence that the revised amounts have actually been paid to the resources and deposited with EOBI and PESSI. No mark-up, overhead or profit shall be applied to any such adjustment.

GCC 9.3—Punjab Sales Tax shall be payable at the rate in force on the date of the invoice.

GCC 9.4—No other adjustment of the Contract Price shall be permitted. A Bid conditional upon any price adjustment other than as provided in this clause shall be treated as materially non-responsive under ITB 2.3.3.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: one-half (0.5) percent per week of the value of the delayed, undelivered or deficient element of the Services, and not of the whole Contract Price.

GCC 15.2—The aggregate of liquidated damages under this clause shall not exceed TEN PERCENT (10%) of the Contract Price. On reaching that ceiling, the Procuring Agency may terminate the Contract and exercise its remedies under the General Conditions of Contract.

GCC 15.3—Liquidated damages under this clause and penalties under the Service Level Agreement in Section-VII are distinct remedies, but the aggregate of both in any month shall not exceed TWENTY PERCENT (20%) of the amount invoiced for that month. Deduction of liquidated damages or SLA penalties is without prejudice to the Procuring Agency's other rights, including forfeiture of the Performance Guarantee and termination.

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

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

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: **ENGLISH**

9. Applicable Law (GCC Clause 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

10. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: **PROCURING AGENCY ADDRESS**

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

11. Taxes, Duties and Withholding (GCC Clause 24)

GCC 24.1—The Contract Price is inclusive of Punjab Sales Tax on Services at the rate applicable to the Contractor's registration category with the Punjab Revenue Authority. The Contractor shall raise a valid tax invoice bearing its PRA registration number, the classification code and the rate charged.

GCC 24.2—The Procuring Agency, being a withholding agent under the Punjab Sales Tax on Services (Withholding) Rules 2015, shall withhold the whole of the Punjab Sales Tax shown on the Contractor's invoice and shall deposit it directly with the Punjab Revenue Authority.

GCC 24.3—The Procuring Agency shall deduct income tax at source from the gross amount payable under section 153(1)(b) of the Income Tax Ordinance 2001 at the rate applicable to the Contractor's category and Active Taxpayers List status, shall deposit it with the Federal Board of Revenue, and shall issue a withholding tax certificate. The Contractor shall maintain Active Taxpayer status throughout the Contract; failure to do so shall not entitle the Contractor to any adjustment of the Contract Price on account of the higher rate applicable under the Tenth Schedule to the Ordinance.

GCC 24.4—Any change in the rate or incidence of Punjab Sales Tax after the date of Bid submission shall be to the account of the Procuring Agency and shall be given effect at actuals on production of the relevant notification. Any reclassification obtained by the Contractor which reduces the rate shall be passed on to the Procuring Agency in full.

GCC 24.5—The Contractor shall furnish, with each monthly invoice, evidence of deposit of Punjab Sales Tax, EOBI and PESSI in respect of the preceding month.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements/Work Plan/ Deputation Plan

1. SCOPE OF SERVICES:

1.1 Role of PITB's Staff Members in Managerial Position

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

The PITB will also evaluate a random sample survey of calls on Call Quality to ensure that desired quality of service level is provided to the citizens, PITB management team will gauge the productivity of the agents in terms of their adherence, calls per day, roster management, hiring and termination of employees, documentation with the contractor. PITB will train the agents on campaigns and monitor their performance on different assigned helplines. Overall administration and call center agents' management at the PITB premises will be taken care by the PITB management team.

1.2 Contact Center Timing and Holiday

The Contact Center will be operational for customers 24 hours a day throughout the year. The Contractor's services and resources are required to complete 48 hours of work duty per week. For working on gazetted holidays, extra duty allowance shall be paid to the resources by the Contractor. The Contractor shall additionally maintain, at its own cost, sufficient relief or bench resources to ensure that the full contracted headcount of deployed agents is available at all times notwithstanding annual, casual, sick or maternity leave, weekly rest days and attrition. The Contractor shall comply with all applicable law governing hours of work, weekly rest, overtime and night working, including the requirements applicable to women workers on night shifts. All such costs are deemed to be included in the Management Fee and no separate claim shall lie against the Procuring Agency.

1.3 Contact Center Language

The agents should be fluent in speaking, writing and understanding languages spoken in Pakistan specifically in Punjab like Urdu, English, Punjabi along with basic proficiency in either English or any other local language spoken in Pakistan (Pushto, Saraiki etc.). Hiring of qualified call agents shall be the responsibility of the Contractor.

1.4 Contact Center Requirements

Man Power Profile:

1.4.1 Customer Care Representative (CCRs)

Lot 1: CCRs – English Proficiency

In case an agent is needed with skills involving fluency in a foreign language (Especially English), the Salary Slab and Contract Value of such agents will be different from the basic proficiency agents. CSR must have 14 years of education from reputed university,

must have at least 01 year of hands-on- experience, with excellent interpersonal and communications skills

- Minimum 14 years of education.
- Multilingual with complete command on English & Urdu written and spoken
- Able to communicate confidently and politely, with good communication skills
- Experience minimum of 12 months in a Contact Center Industry**,** or in direct selling/ telemarketing industry.
- The candidate must be well organized and possess an excellent work ethic
- Must have a valid CNIC.
- Microsoft Office & Computer knowledge to handle CRM & Portals

Lot 2: CCRs - Basic Proficiency

The agents should be fluent in speaking, writing and understanding languages spoken in Pakistan specifically in Punjab like Urdu, English, Punjabi along with basic proficiency in either English or any other local language spoken in Pakistan (Pushto, Saraiki etc.). Hiring of qualified call agents shall be the responsibility of the Contractor.

- Minimum 12 years of education.
- Multilingual with complete command Urdu & Punjabi (any other local language) and basic command on English written and verbal
- Able to communicate confidently and politely, with good communication skills
- Experience minimum of 06 months in a Contact Center Industry**,** or in direct selling/ telemarketing industry.
- Must have a valid CNIC.
- Microsoft Office & Computer knowledge to handle CRM & Portals

1.4.1 Pre-Deployment Screening and Assessment

To ensure the highest quality of deployed resources and to streamline the onboarding process, the Contractor is strictly required to conduct an initial physical screening and assessment of all potential candidates before proposing them to PITB. The Contractor must adhere to the following workflow:

1. **Standardized Assessment:** PITB will provide the standard interview pattern, assessment rubrics, and criteria. The evaluation must include, but is not limited to, the candidate's **typing speed, pronunciation/language proficiency, and general aptitude**.
2. **Controlled Testing Environment:** The Contractor shall conduct this first interview and test at their own premises. To prevent score manipulation, candidates must physically appear, sit at a computer system, and perform the required tests under the Contractor's supervision.
3. **Score Visibility and Shared Portal:** The Contractor is required to document and share the real-time performance and test scores of all candidates with PITB through a shared digital portal or verifiable performance report.
4. **Passing Threshold:** Only candidates who achieve a minimum qualifying score of **80%** based on the PITB-provided criteria shall be forwarded to PITB. All candidates scoring below the threshold must be immediately screened out by the Contractor.

5. **Contractor's Absolute Responsibility:** The execution of this screening process is entirely the responsibility of the Contractor. Any delays in providing resources, shortages in the required headcount, or operational issues arising from candidate failure during this screening process shall remain the sole liability of the Contractor and will be dealt with strictly according to the SLA penalties defined in Section 1.6.

1.4.2 Staff Retention Program

The Contractor 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 so that attrition rate is kept at the minimum level. If the attrition rate rises to above 5% per month, the PITB may suggest policies, which needs to be implemented by Contractor to reduce attrition. Contractor should pay incentive to the agents based on the performance evaluated by the Purchaser.
Where the monthly attrition rate exceeds five percent (5%), the Contractor shall submit a written remediation plan to the Procuring Agency within fifteen (15) days and shall implement it. Where the monthly attrition rate exceeds five percent (5%) in three (03) consecutive months, the Procuring Agency may impose a penalty of two percent (2%) of the amount invoiced for the third such month, and where it exceeds five percent (5%) in six (06) consecutive months the Procuring Agency may terminate the Contract for default.

1.4.3 Assessment and Remedial Action

PITB will put in place evaluation systems to continuously evaluate the performance of its resources. A 'Quality Score' will be generated for all agents on daily basis and provided to the Contractor by 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 Contractor may jointly decide on the benchmarks for Quality Score and the Contractor will agree to maintain only those agents who qualify the "Quality Score" criteria as decided above for audit/inspection. The detail of Quality Scoring is as under:

Category	Description	Marks
Communication	Introduction and Call Greeting /Magic words	15
Communication	Empathy/Courteous Tone	10
Communication	Interruption/ Two Way Communication	10
Communication	Smile/Passion	10
Issue Resolution	Identification of the Issue	15
Issue Resolution	Proper Resolution/Providing of Information	20
Correspondence	Proper Entry in CRM	10
Correspondence	Proper Closing of Call	10
Grand Total		**100**

Below mentioned are the scenarios where the Customer Care Representatives (CCR's) calls will be evaluated as **"Fatal Error".**

Category	Description	Marks
Fatal Error	Call hang-up / No FCR	0

Fatal Error	Rude / unprofessional behavior / Abusing	0

1.4.4 Contact Center Agent's Standard Required by PITB

Below mentioned are the "**Standards**" for the customer calls on which the Customer Care Representatives (CCR's) needs' to be evaluated as per mentioned criteria above as well as Clause 1.6.

- **Honesty:** The honesty level of the CCR acts as the carrier wave of the entire conversation. Falseness or pretended friendliness are danger sign posts.
- **Attention:** Is the CCR paying attention to the caller or mentally doodling. You can hear this clearly when the CCR starts using empty phrases such as 'no problem' or 'Won't be a moment'. Mentally the CCR is elsewhere and is playing a mental IVR message.
- **Empathy:** CCR should have an empathizing approach towards addressing customer's need.
- **Active Listening:** CCR should be able to actively listen to customer so that the customer is not required to repeat unnecessarily and CCR knows what the exact requirement of the caller is.
- **Responsibility/Ownership:** CCR should take ownership of the customer's issue and do his level best for the resolution fulfilling customer's expectation.
- **Call Control:** CCR should be able to take control of the conversation in order to keep track of the talk times.
- **Friendliness:** CCR should have the ability to build repo with the customer. We're looking for empathy not sympathy. And sincerity not pretense.
- **Professionalism:** CCR should act according to organizational guidelines for professional behavior

1.4.5 Quality Management

The Citizen Contact Center Quality Assurance Team will be responsible to audit the Call answered by the Contact Center Agents. The team will also suggest systems to improve the ratings against parameters defined below in Clause 1.6 "Service Level Agreement Compliance and Penalties".

1.4.6 Industrial Relation and discipline

The Contractors 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 Contact Center employees and management, nor can PITB be drawn in any circumstances in such industrial disputes. The employees of the Contractor will never be considered as employees (fulltime or part-time or contractual) of the PITB under any circumstances. The employees of the Contractor will never claim any right to employment in the PITB irrespective of their status of employment with Contractor.

1.4.7 Remuneration / Facilities to employees of Contractor

The PITB will have no obligation to pay any remuneration, reimbursements or incentives to employees or staff of the Contractor. All the payments due to them shall be paid only by the Contractor on monthly basis without any delay and in any circumstances.

1.4.8 Insurance Coverage

The PITB will not be liable for any damage/loss to assets, resources and manpower deployed by the Contractors for Contact Center operations. Contractors 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 Contractors are on duty.

1.5 Compliance to Labor Law

The Contractor 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 Contractor shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable from time to time, including records and returns as applicable under labor legislations. The leaves to resources will be given by the Contractor but Contractor will send the replacement candidate to PITB from the reserved pool which will be maintained by the Contractor. It means the contractor will provide services to PITB for full month. The compliance of Labour laws regarding these services, is the responsibility of Contractor.

1.6 Service Level Agreement Compliance and Penalties:

1.6.1 Performance Measurement of Resources

Quality Score		Quiz Score	Productivity Score			Absenteeism Score	
45%		05%	25%			25%	
QA		Qualification criteria should be equal or above 70% else score will be zero.	Quantity KPI	%	Targets		
Greeting Caller	15%		First Login Score	15%	Before shift start	1st absent deduction within month/KPI	5% + Warning
System Usage	15%		Login Time Score	20%	480 Minutes	2nd Absent deduction within month/KPI	10% + Warning letter from employer
Communication	45%		Not ready score	20%	60 Minutes	3rd consecutive absent or within month	Final Warning + Whole KPI will be zero
Resolution	25%		Wrap Up Score	10%	15 Minutes	3 Late arrivals deduction within month	4% + warning
Total	100%		Hold Time Score	10%	15 Minutes		
			Average Talk Time Score	25%	150 Seconds		
				100%			

SLA will be gauged on criteria as given below where minimum performance of each individual should be above 80 %. In case of <80% scores in 3 consecutive months, the respective CCR will be replaced by Contractor. Contractor will replace the resource as per below table after request is made from CCC - PITB.

A+	95.00% – 100.00%
A	90.00% – 94.99%
B+	85.00% – 89.99%
B	80.00% – 84.99%
U	Below 80.00%

The Performance measurement criteria can be different for multiple resources level mentioned in Clause 1.6.1.

1.6.2 Replacement of Resource

Replacement of Resources		
S. No.	**Replacement of Resources**	**Penalty ***
1	Within 2 days	Nil
2	Within 3 to 10 days	5 % of monthly billed value of that agent
3	Within 11 to 15 days	10 % of monthly billed value of that agent
4	>15 days	15 % of monthly billed value of that agent
	Aggregate cap	Subject to the aggregate monthly cap in SCC

		clause 6 (GCC 15.3).

*Penalty will be imposed if resources are not replaced with in the mentioned time frame.

1.6.3 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 Contact Center 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.
Measurement Intervals	Daily / Monthly

Service Level		
Sr #	**Service Level**	**Penalty***
1	85.00% and above	Nil
2	80.00% to 84.99%	5 % of monthly billed value of that agent
3	75.00% to 79.99%	7.5 % of monthly billed Value of that agent
4	Below 75.00%	10 % of monthly billed value of that agent
	Aggregate cap	The aggregate of all penalties under this Section in any month shall not exceed twenty percent (20%) of the amount invoiced for that month, read with SCC clause 6 (GCC 15.3).

Note: *No penalty will be imposed if the said services level is below par due to system failure. Penalties will only be imposed if agent's quality criteria are below par as mentioned in section 1.4.3.

1.7 Key Performance Indicator (KPI) Parameters

Similar to SLAs defined in the above sections, there are other critical indicators to evaluate 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 Contractor.

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

1.8 Call handling efficiency of CCRs making Outbound Calls

Objective	To measure the efficiency of agents in making outbound Calls
Definition	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
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>480 minutes login / manned time

2. Management of the Call Center:

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

2.1 Governance and Management

The Contractor 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.

2.2 Audit

PITB reserves the right to conduct an audit/ongoing audit of the services provided by Contractor. Contractor should allow the PITB to access documents, records or transaction or any other information given to, stored or processed by Contractor within a reasonable time failing which Contractor will be liable to pay any charges/ penalty levied. Contractor 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.

2.3 Indemnity

The Contractor agrees 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 Contractor 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 Contractor'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 Contractor understands, acknowledge and agree that this provision is the essence of the contract and consequently, Contractor's 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 Contractor 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 Contractor an opportunity to defend; To the extent possible for the Contractor 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 Contractor;

(iv) PITB reasonably cooperating with Contractor for defense of a third-party claim;

3. Execution Schedule:

The Contractor shall start delivery of services **within one (01) week** after issuance of Purchase order (PO), subsequent to the issuance of Letter of Intent (LOI).

Section-VIII: Sample Forms

----------BLANK----------

8.1 Bid Form

(For each Lot separately)

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

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **05%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

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

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

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is**:**

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

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

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

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

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

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

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

Technical bid includes the following: -

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

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

c) Bid Security instrument

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

Financial bid includes the following: -

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

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

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

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

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

(if none, state “none”)

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

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form (NOT Applicable)

(For each Lot separately)

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

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

Page _____ of_ _____ pages

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

8.3 Bidder Profile Form

(For each Lot Separately)

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

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

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

Yes	No

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

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

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

Yes	No

8.4. General Information Form

(For each Lot separately)

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

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

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

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

8.5. Affidavit

(For each Lot separately)

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

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

(i) The firm is not blacklisted by the procuring agency and PPRA.
(ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be blacklisted as per Rules / Laws.)
(iii) The firm certifies the correctness of information.
(iv) The firm complies with Section – III "Technical Specifications", and Section – VII "Schedule of Requirements" of the Bidding Document.
(v) The firm complies with all terms & conditions mentioned in the Bidding Documents.
(vi) The firm complies that its Bid is valid for 90 days after the opening of the E-Bid.
(vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable.
(viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within Twenty-Five (25) days of the issuance of notification of award/Letter of Intent (LOI).

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

(For each Lot separately)

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

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

(Here in after called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.7. Technical Bid Form

(For each Lot separately)

- *Item names and quantities must be reproduced from Section – III (Technical Specifications) – where applicable. If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.*
- The bidders may submit a technical proposal in a customized format, but it must cover the requirements mentioned in the table below, Section – III (Tech Specs / Scope of Services) & Section – VII (Schedule of Requirements).

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

LOT No. 1 — Call Centre Agents (English Proficiency) — 100 Nos.						
LOT (Description/Title)						
ITEM No. XX (Description)						
S. No.	**Item Name**	**Qualification offered**	**Experience offered**	**Language proficiency offered**	**Quantity**	**Offered Compliance to Section – III (Tech Specs / Scope of Services) & Section – VII (Schedule of Requirements)**
1						
2						
3						
4						
5						

Stamp & Signature of Bidder _____

8.8. Contract Form

(For each Lot separately)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

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

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

8.9. Financial Bid Form/Price Schedule

(For each Lot separately)

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

Financial bid Template

LOT#1

Sr. No.	Item name	Description	Minimum Wage (A) FIXED	EOBI FIXED per person (B)	PESSI FIXED per person (C) FIXED	MANAGEMENT FEE (D) << BIDDER QUOTES THIS ONLY >>	Unit Rate excl. PST (E) = A+B+C+D	PST rate quoted by Bidder (F)	Punjab Sales Tax (Amount) (G) = E x F	Unit price / month incl. PST (H) = E + G	Qty (I)	Total price / month (X) = I x H
01	Call Centre Agents (English Proficiency)	As per SECTION - III & SECTION - VII	48,000	2,200	2,640			_____ %			100	
Sub-Total per month (X)												
TOTAL BID PRICE FOR TWELVE (12) MONTHS, inclusive of Punjab Sales Tax (P = X x 12)												

Total Bid value (against which a Bid shall be evaluated) in figure.
Total Bid value (against which a Bid shall be evaluated) in words.

NOTES FORMING PART OF FORM 8.9

1) Columns (A), (B) and (C) are FIXED statutory costs notified by the Procuring Agency. They are identical for every Bidder and must be reproduced without alteration. A Bid quoting a different Minimum Wage, EOBI or PESSI figure shall be declared materially non-responsive.
2) The Management Fee (D) is the ONLY variable quoted by the Bidder and the ONLY basis of financial comparison.
3) Punjab Sales Tax (G) shall be quoted at the rate applicable to the Bidder's OWN registration category with the Punjab Revenue Authority, on the whole of the taxable value (E), and the rate must be stated in column (F) and supported by the Tax Declaration above.
4) For comparison and derivation of the Total Bid Price, the Procuring Agency shall disregard the Bidder's quoted rate and apply a uniform notional rate of FIVE PERCENT (5%) to every responsive Bid. This normalisation is for comparison only and does not alter the rate the Bidder must charge on its tax invoices; Punjab Sales Tax shall be paid at actuals against a valid tax invoice.
5) Income tax withholding under section 153(1)(b) of the Income Tax Ordinance 2001 shall NOT be included in this price build-up. The Procuring Agency shall deduct it from the gross amount payable and shall issue a withholding tax certificate. Where a Bid loads income tax onto the unit rate, that element shall be removed for evaluation purposes, and the corrected amount shall be binding on the Bidder.
6) Punjab Sales Tax shall be withheld by the Procuring Agency under the Punjab Sales Tax on Services (Withholding) Rules 2015 and deposited directly with the Punjab Revenue Authority; only the balance shall be remitted to the Contractor.
7) In case of a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be CORRECTED. (Please refer ITB clause 2.5.6.)
8) In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
9) After the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].

Stamp & Signature of Bidder _____

Financial bid Template
LOT#2

Sr. No.	Item name	Description	Minimum Wage (A) FIXED	EOBI FIXED per person (B)	PESSI FIXED per person (C) FIXED	MANAGEMENT FEE (D) << BIDDER QUOTES THIS ONLY >>	Unit Rate excl. PST (E) = A+B+C+D	PST rate quoted by Bidder (F)	Punjab Sales Tax (Amount) (G) = E x F	Unit price / month incl. PST (H) = E + G	Qty (I)	Total price / month (X) = I x H
01	Call Centre Agents (Basic Proficiency)	As per SECTION - III & SECTION - VII	44,000	2,200	2,640			_____ %			400	
Sub-Total per month (X)												
TOTAL BID PRICE FOR TWELVE (12) MONTHS, inclusive of Punjab Sales Tax (P = X x 12)												

Total Bid value (against which a Bid shall be evaluated) in figure.
Total Bid value (against which a Bid shall be evaluated) in words.

NOTES FORMING PART OF FORM 8.9

1) Columns (A), (B) and (C) are FIXED statutory costs notified by the Procuring Agency. They are identical for every Bidder and must be reproduced without alteration. A Bid quoting a different Minimum Wage, EOBI or PESSI figure shall be declared materially non-responsive.
2) The Management Fee (D) is the ONLY variable quoted by the Bidder and the ONLY basis of financial comparison.
3) Punjab Sales Tax (G) shall be quoted at the rate applicable to the Bidder's OWN registration category with the Punjab Revenue Authority, on the whole of the taxable value (E), and the rate must be stated in column (F) and supported by the Tax Declaration above.
4) For comparison and derivation of the Total Bid Price, the Procuring Agency shall disregard the Bidder's quoted rate and apply a uniform notional rate of FIVE PERCENT (5%) to every responsive Bid. This normalisation is for comparison only and does not alter the rate the Bidder must charge on its tax invoices; Punjab Sales Tax shall be paid at actuals against a valid tax invoice.
5) Income tax withholding under section 153(1)(b) of the Income Tax Ordinance 2001 shall NOT be included in this price build-up. The Procuring Agency shall deduct it from the gross amount payable and shall issue a withholding tax certificate. Where a Bid loads income tax onto the unit rate, that element shall be removed for evaluation purposes, and the corrected amount shall be binding on the Bidder.
6) Punjab Sales Tax shall be withheld by the Procuring Agency under the Punjab Sales Tax on Services (Withholding) Rules 2015 and deposited directly with the Punjab Revenue Authority; only the balance shall be remitted to the Contractor.
7) In case of a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be CORRECTED. (Please refer ITB clause 2.5.6.)
8) In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
9) After the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].

Stamp & Signature of Bidder _____

8.10. Bid Security Form

(For each Lot separately)

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

8.11. INTEGRITY PACT

(For each Lot separately)

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

…… [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

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

Section IX- Check List

(For each Lot separately)

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

Section No.	Description/Documents	Technical Proposal	Financial Proposal
1	**Technical Bid Form** (as per **form 8.7** of Bidding documents) on letter head of the firm, duly signed and stamped.		
2	**Bid Security Instrument should be submitted / transferred online as per the procedure established in system (e-Procurement System) in collaboration with Bank of Punjab.**		
3	**Original Bid form** (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	**Bidder Information Form** (as per **form 8.3**of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	**General Information Form** (as per **form 8.4** of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	**Copy of Registration with Income Tax Authorities - National Tax Number (NTN)**		
7	**Copy of Registration with relevant Sales Tax Authorities**		
8	**Copy of Income Tax and Sales Tax (Operative Status)**		
9	**Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head:** (i) The firm is not blacklisted by the procuring agency and PPRA. (ii) The documents/photocopies provided by the firm with its Bid are authentic. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) (iii) The firm certify the correctness of information. (iv) The firm comply with Section – III "Technical Specifications", and Section – VII "Schedule of Requirements" of the Bidding Document. (v) The firm comply with all terms & conditions mentioned in the Bidding Documents. (vi) The firm comply that its Bid is valid for 90 days after opening of the E-Bid. (vii) The firm certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties, from its invoice, as applicable. (viii) The firm undertakes that it shall provide the Performance Guarantee and sign the formal contract within twenty-five (25) days of the issuance of notification of award/Letter of Intent (LOI).		
10	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 **(Not applicable)**		
11	**Authorization Documents/Mal/MAF/Certificates/Licenses/Verifiable Links etc. or any other documentary evidence to the same effect**, as per the Evaluation Criteria		
12	**Relevant Past Experience Documents**, as per the Evaluation Criteria, on letter head of the firm, duly signed and stamped.		
13	**All required samples (if demanded)** have been submitted to *[name of the Procuring Agency/Department/Team] or attached with the Technical Proposal.*		
14	**Financial Bid Form** (as per **form 8.9** of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	**Bid Security Form** (as per **form 8.10** of Bidding documents)		
16	**INTEGRITY PACT — CONTRACTS WORTH RS. 10.00 MILLION OR MORE (as per form 8.11) on the letterhead of the firm, duly signed and stamped.**		

Stamp & Signature of Bidder _____

Annex-A