

**Procurement
of Services
Operations of Centralized Call Center**

**For
Distribution Companies**

RFP Identification No

PITC/G-224 (73)/07-2022/CCMS

Single Stage Two Envelope Procedure



**Issued by
Power Information Technology Company (PITC)
405-WAPDA House, Lahore**

ABRIDGMENT

1. Recipient	General Manager (ISDS)
2. Pre-Bid meeting	Date 10-Aug-2022 11:00 A.M.
3. Venue	Aiwan-e-Iqbal Complex
4. Closing Date & Time of Technical & Financial Bids	Date 25-Aug-2022 at 11:00 AM
5. Technical Bids shall be opened	Date 25-Aug-2022 at 11:30 AM
6. Opening Date & Time of Financial Bids	Technical responsive firms shall be informed to participate in the opening process of financial bids with date and time.
7. Bid Money	Rs. 0.50 Million
8. Type of Tender	Single Stage Two Envelope
9. Cost of Tender Document	Rs.5,000/=

ITEMS REQUIRED

1. Operations of Call Center

Contents:	Page No.
1. INTRODUCTION TO PITC	3
2. PERIOD OF CONTRACT.....	3
3. PURPOSE	3
4. ELIGIBILITY CRITERIA	4
5. CONFIDENTIALITY	5
6. DISCLAIMER	5
7. PROPOSAL	5
8. AMENDMENT OF RFP	5
9. INSTRUCTIONS TO THE BIDDER	6
10. TERMS AND CONDITIONS	7
11. SCOPE OF WORK.....	7
12. PERFORMANCE EXPECTATIONS.....	8
13. EVALUATION CRITERIA.....	9
14. COSTING SHEET	18
15. TERMS OF PAYMENT	18
16. GENERAL CONDITIONS OF CONTRACT (GCC)	19
17. SPECIAL CONDITIONS OF CONTRACT	37
18. CONTRACT FORMS.....	40
19. BIDDER RESPONSE FORMS.....	41
20. ANNEXURE -A DEFINITIONS AND ABBREVIATION.....	47

Letter of Invitation

Subject: **REQUEST FOR PROPOSALS (RFP): OPERATIONS OF CALL CENTER**

1. The Client(s) (PITC/DISCOs) intends to outsource Operations of Call Center. In this connection, the services of competent Contractor firm(s) / Joint Venture for the satisfactory completion of the subject assignment are required.
2. The Client(s) accordingly invites Proposals for **Operations of Centralized Call Center**. Detail of which is provided in this document.
3. Selection of firm(s) / joint venture (s) for the project shall be made under the evaluation criteria explained in this document quality and cost basis (QCBS) criteria. Bid evaluation criteria are described in the Section-5 (Bid Evaluation Methodology). This RFP document comprises of the following sections.

Section-A - Letter of Invitation.

Section-1 - Instruction to Bidders.

Section-2 - Data Sheet.

Section-3 - Technical Requirement.

Section-4 - Scope of Work.

Section-5 - Bid Evaluation Methodology

Section-6 - General Conditions of Contract (GCC).

Section-7 - Special Conditions of Contract (SCC).

Section-8 - Contract Forms.

Section-9 - Bidder Response Forms.

4. Bidders are invited to submit a comprehensive Technical Proposal in Duplicate (One original + One copy in separate sealed envelope and one original copy of the financial proposal in a separate envelop. The proposal should be submitted in English Language.
5. In the event you desire any explanation to RFP documentation, you may contact the office of the undersigned not later than 07 days before last submission date of the proposals.
6. Client reserves the rights to accept or reject any or all the proposals prior to the acceptance of proposal and without incurring any liability to the applicants or any obligation there under and the Clients decision shall be final and binding and shall not be challenged.

General Manager (ISDS)

PITC

1. INTRODUCTION TO PITC

PITC is a public sector corporate entity, primarily provisioning ICT services to DISCO's (Distribution Companies) all over Pakistan.

2. PERIOD OF CONTRACT

PITC wishes to hire the services initially for a period of 2 (two) years (from the date of commencement) extendable to another 1 (One) year dependent upon satisfactory services.

3. PURPOSE

PITC invites bids from eligible vendors to offer their services for **Operations of Centralized Call Center** for Power Sector Distribution Companies at client provided premises (at Software Technology Park Aiwan e Iqbal Complex).

It is intended to run the operations of already established call center and proposals are being sought from existing Call Center operations Providers in the market located in the jurisdiction of Pakistan.

PITC is also looking for vendors to operate the centralized call center with adequate resources to ensure efficient and effective usage of its resources to address the customer complaints.

It is proposed to run the operations of Centralized Call Centre with (24x7) 50 seats (scalable as per requirement). The Call Center shall operate in three eight-hour shifts.

The primary objectives of this work are to:

- a. Address Complaints of consumers, in centralized point of contact through different sources (mobile, e-Mail, web portal, social media etc.) in order to provide excellent customer support.
- b. Run the Complaint Management System to facilitate the process of complaint lodging, follow-up, redress and reporting.
- c. Follow the utilities and update complainants regarding complaints.
- d. Bring efficiency to Complaint Management System by maintaining workforce performance support and evaluation.
- e. Facilitate consumers by online complaint lodging/tracking, information seeking (load shedding, Billing, Payment etc.) and providing their valuable suggestions for performance improvement.

Type of Open Competitive Bidding

As per PPRA Rule 37(a), Single Stage - Two Envelope Bidding Procedure shall be followed.

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

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal.

4. ELIGIBILITY CRITERIA

- a. This Invitation for Bids is open to professional call center operations companies having a minimum 100 seat Call Center operations in Pakistan.
- b. The bidder should have experience of operating at least three years similar Call Center with support for official Pakistani languages including English and Urdu.
- c. The bidder should have an average annual financial turnover of not less than Rupees 25 (Twenty five) Million during the last three (3) years ending 30th June, 2022 (Please submit Audited accounts for the last three financial years).
- d. The Bidder should not have been blacklisted by any Govt. Dept./Autonomous body in doing business with them. (Please submit self-declaration).

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

5. CONFIDENTIALITY

This RFP is a confidential document and is not to be reproduced, transmitted or made available by the recipient to any other entity without written permission of PITC.

6. DISCLAIMER

This RFP is not an agreement and is not an offer by PITC. This RFP does not claim to contain all the information each bidder may require. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. PITC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP is selective and is subject to update, expansion, revision and amendment. PITC does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP or to correct any inaccuracies therein, which may become apparent. The PITC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The PITC reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without as signing any reasons whatsoever.

7. PROPOSAL

The Bidder is expected to examine all instructions, forms, terms & conditions and technical specifications stated in the RFP. The Proposal not substantially responsive to the RFP may result in rejection without any reference to the Bidder. The Proposal should be devoid of ambiguity and should not contain any statement resulting in hidden cost, any misleading statement and any incomplete information. The proposal shall strictly adhere to the specifications mentioned herein. Suppression of any material information that may adversely affect the interest of the PITC will invalidate the Proposal. If such matter is found out after empanelment, it can cause delisting of vendor and PITC initiating legal and other remedies for any type of loss suffered or cause to suffer by PITC.

8. AMENDMENT OF RFP

At any time prior to opening of bids, PITC may at its discretion modify the RFP and such amendment will be conveyed through uploading on PITC official website/mail to all prospective Bidders who have received the RFP and such amendments shall be construed as part and parcel of the original RFP. In order to provide reasonable time to Bidder to take the amendments into

account for submission of Proposal, the PITC may, at its discretion, extend the last date of submission of Proposal mentioned elsewhere in this RFP.

9. INSTRUCTIONS TO THE BIDDER

- i. The bidders are required to submit a single package containing technical and financial bids in separate sealed envelopes, clearly marking "Technical" and "Financial", two copies of each (marked as Original and Copy). Firms will be short listed on the basis of scrutiny of the technical bids. Financial bids of the short listed firms will be opened in the presence of bidders or their authorized representatives.
- ii. Date of opening of the financial bids will be informed well in time to technically qualified firms.
- iii. The bidders shall furnish a bid money of Rs. 500,000 (0.50 Million) as a part of their tenders in form of Bank Draft or Bank Guarantee in favour of CEO (PITC), WAPDA House, Lahore, to be enclosed in the envelop of **Technical Bid**.
- iv. Successful bidder shall deposit 10% of contract price performance security in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of Purchaser. The same shall be released after expiry of agreement.
- v. Competent authority reserves the right to accept or reject any offer or a part thereof or increase/decrease quantity to any extent without assigning any reason. The offer received incomplete or not in accordance with the conditions/specifications will not be entertained. Bid offered is likely to be ignored if: -
 - a) The tender is unsigned (all pages should be signed).
 - b) It is received after the time and date fixed for its receipt.
 - c) Offer is ambiguous or conditional.
 - d) The offer is from a firm who is blacklisted by PPMC, PITC, NTDC, WAPDA or any other government organization, or is in litigation with any government organization or is defaulter in any previous order and/or contract.
 - e) The offer is unsolicited.
 - f) The bid is not accompanied with bid money.
- vi. The tenders prepared by the bidders should comprise of the following documents:-
 - a) Covering letter.
 - b) Receipt of tender document cost.
 - c) Bid Money.
 - d) Bill of quantities provided with tender document duly filled, signed and stamped.
 - e) All certificates as per clause 11.

10. TERMS AND CONDITIONS

- i. The quoted price must be firm, final, inclusive of all taxes, transportation charges etc. and should be in Pak Rupees.
- ii. The purchaser is not bound to accept the lowest offer not fulfilling the requisite criteria. The reasons for rejecting the lowest or any offer shall not necessarily be communicated.
- iii. Price will remain valid for at least 90 days from the date of opening of quotation.

11. SCOPE OF WORK

(a) Operations of Centralized Call Center

The Centralized Call Centre represents the gateway to all the customers of power sector Distribution Companies (DISCOs) in Pakistan. Instead of dialing individual numbers, this facility provides a single point of contact to customers through a short number (118) and connects the call to the respective CSR. Through the IVR, the call will be diverted to the agent who is handling that particular area and then that agent will be liable to provide correct answer/information about the query to the caller.

- I. PITC is desirous of outsourcing operations of Call Centre services for the convenience of the power sector customer related to complaints / inquiries.
- II. Call center would be operational 24x7x365 days. The call center agents taking the call should be well conversant with English, Urdu and Local languages necessarily. It is expected that sufficient number of call center agents are hired to operate the **50 seats of call agents (additional resources required to manage i) Off Days ii) rotation of shifts etc.)**. Based upon the response and caller traffic the successful bidder will be expected to put more agents at a notice of 10 days. Client reserves the right to change the no. of seats with 10 days' notice.
- III. The successful bidder will have to employ sufficient number of supervisors / manager(s) **(additional resources required to manage i) Off Days ii) rotation of shifts etc.)** and other support staff to manage Call Center operations according to the number of agents (as mentioned in II above) during the entire tenure of the contract.
- IV. It shall be responsibility of the successful bidder to ensure the full availability of all call agents according to the PITC provided plan. Any weekly rests & other leaves are responsibility of the bidder.
- V. It shall be the responsibility of the Bidder to forward the complaints received in main call center to the sub-divisional complaint office by using Back Office Mechanism (operational software system).
- VI. Bidder also provides sufficient necessary trainings and training material to the call agents.
- VII. The Bidder need to sign the agreement and non-disclosure agreement with Client for running the call center
- VIII. The Bidder will provide all Call – Logs, Voice – Logs, Voice recordings and other necessary details as required by Client.

- IX. The Bidder should have trained manpower to send bulk or specific e-mails/SMS from database as and when required.
- X. All the expenditure pertaining to the man-power deployed for call center operations will be borne by the successful bidder including the salaries and other benefits of the staff.
- XI. The Bidder will abide by the job safety measures prevalent in Pakistan and will free Client from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold Client responsible or obligated.
- XII. The Bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misbehavior.
- XIII. The Bidder will treat as confidential all data and information about Client, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party.
- XIV. The successful bidder is required to do all prior work of recruitment and training of agents, test dialing etc. in 15 days-time from the date of award of contract to them and should start operations within this period.
- XV. The bidder will provide per agent & other staff cost including (HR + Other related Costs) and additional resource cost if required.
- XVI. PITC reserves the right of demand increase in contact center agents on ten (10) days prior notice, with in the call center capacity of 300 agents.
- XVII. All installed equipment safeguarding shall be responsibility of bidder.
- XVIII. The number of agents may vary based on following peak/off peak seasons:
 - a. **Peak season is defined as: 1st April – 30th September (60 to 70 per shift)**
 - b. **Off Peak season is defined as: 1st October – 31st March (35 to 50 per shift)**

Note: Peak and Off-Peak season may vary based on weather conditions.

(b) Performance Expectations

The bidder shall be expected to meet and report monthly on the following performance standards. Penalties will be built in to the contract for not meeting the following expectations:

- 1. The Call Centre must be able to answer calls 24 hours a day, 7 days a week and 365 days a year.
- 2. Total number of agents and number of agents in each shift must be scalable.
- 3. Provide services in Urdu, English and Local language(s) as per requirement.
- 4. Service level of 90% of the calls answered in 30 seconds or less. PITC will enter into a Service Level Agreement with the successful bidder.

12. EVALUATION CRITERIA

Sr. No.	Criteria	Max Marks
1	Average Turnover of the Bidder in each of the last three financial years in similar nature of works only (as per certificate and audited balance sheets)	15
	More than 25 million – up to 50 million	10 marks
	More than 50 million	15 marks
2	Number of years of experience of the Bidder , as on date in which this Tender is issued. (as per supporting documents submitted)	20
	More than 1 years – up to 3 years	5 Marks
	More than 3 years – up to 5 years	10 Marks
	More than 5 years – up to 7 years	15 Marks
	More than 7 years	20 Marks
3	Previous work as a Call Center Operations	
3a		15
	Work done as a Call Center Operator with at least one company (100 call agents) in the last 3 years only	5 marks
	Work done as a Call Center Operator with more than one utility sector company/Telecom in last 3 years	10 marks
	Work done as a Call Center Operator with more than one public sector company in last 3 years	15 marks
3b		15
	Single work order for Call Center agency between 10 to 25 million in last three years only	5 marks
	Single work order for Call Center agency between 25 to 50 million in last three years only	10 marks
	Single work order for Call Center agency more than 50 million in last three years only	15 marks
	Experience of bidder's proposed HR for in bound customer handling <ul style="list-style-type: none"> Up to 1 year 2 marks 1 to 3 years 3 marks 3 years or more 5 marks 	5
	Experience of bidder's proposed HR for Service Request Registration <ul style="list-style-type: none"> Up to 1 year 2 marks 1 to 3 years 3 marks 3 years or more 5 marks 	5
	Experience of bidder's proposed HR for Complaint Registration <ul style="list-style-type: none"> Up to 1 year 2 marks 1 to 3 years 3 marks 3 years or more 5 marks 	5
	Experience of bidder's proposed HR for Complaint Resolution <ul style="list-style-type: none"> Up to 1 year 2 marks 1 to 3 years 3 marks 3 years or more 5 marks 	5
	Experience of bidder's proposed HR for Outbound Customer Handling <ul style="list-style-type: none"> Up to 1 year 2 marks 	5

	<ul style="list-style-type: none"> • 1 to 3 years 3 marks • 3 years or more 5 marks 	
	Experience of bidder's proposed HR for Data verification <ul style="list-style-type: none"> • Up to 1 year 2 marks • 1 to 3 years 3 marks • 3 years or more 5 marks 	5
	Experience of bidder's proposed HR for Customer Satisfaction survey <ul style="list-style-type: none"> • Up to 1 year 2 marks • 1 to 3 years 3 marks • 3 years or more 5 marks 	5
Total		100

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. In order to qualify, the **applicant must obtain overall 70% marks.** Final decision will be based on financial evaluation of technically qualified bidders

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

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

Top Management profile	CEO/Director	Director 2	Director 3	Director 4
Name				
Qualifications				
Professional Experience				
Experience in Call Centre industry (No. of years, and description of experience)				

Note: If company has only two directors, please write “NA” next to Directors 3 and 4.

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

Criteria	No. Of Years	No. Of Seats	Break up of Business revenues		
			2014-15	2015-16	2016-17
Public Sector					
Private Sector					
International Experience					
Telecom					
Financial Service					
Retail					
Manufacturing					
Any other please Specify					
Within Pakistan territory wise					
North					
South					

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

Sr. No	Processes	Number of Seats				
		Voice	Email	Live Chat	Web Service	Any other
1	In bound customer handling					
2	Service Request Registration					
3	Complaint Registration					
4	Complaint Resolution					
5	Outbound Customer Handling					
6	Data verification					
7	Customer Satisfaction survey					
8	Market research					
9	Any other process- please specify					

Mandatory Terms & Conditions

- i. Partially compliant or incomplete bids will not be entertained
- ii. Registration/Incorporation/Business Certificate and at-least three years of doing business in Pakistan.
- iii. Valid Necessary Tax Registrations.
- iv. PITC reserves the right to accept or reject any or all bids without giving any specific reason.
- v. All prices should be quoted in PKR (Pakistani Rupees) including all applicable taxes & services required to provide the said system.
- vi. The bidder must comply with Pakistan Labor Laws for provision of minimum salary for the proposed agents/staff for the project. This will be verifiable through documentation:
- vii. Electronic transfer of salary proof.
- viii. No Cash disbursement of salary under this project.
- ix. Employment letter.
- x. Please note that this shall be auditable on a monthly basis.
- xi. Vendor to provide proof of EOBI registration of the company as well as the resources.
- xii. Vendor to provide Punjab Employees Social Security Institution (PESSI) membership details.
- xiii. The bidder must provide detailed information by filling the attached Appendices. All information provided by the vendor will be subjected to independent verification. Any misstatement or false information will result in the disqualification of the bidder. The following appendices are provided with this document:

Appendix A – Company General Information

Appendix B – Installed site reference list

Appendix C – List of Vendor’s Call Center full-time team members for this project

Appendix D – List of call center work orders received in last three years

Appendix E – Financial costing sheet

Appendix A - Company Information Sheet

Bidders must provide detailed information about the company proposing the solution by filling out the following sheet.

Item	Solution Provider's General Information	
1	Solution provider's company name	
2	Company local address Phone Fax Email	
3	Account Representative Name along with Phone, email	
4	Holding Company or Parent Company (if any)	
5	Any significant changes in ownership in the last three years? If yes, please provide details	
6	Solution provider's core business	
7	Solution provider's Other businesses	
8	Years in business as a call center solution provider	
9	Total number of full time employees in the company	
10	Total revenue from call center operational services from last three years	

Appendix B – Site reference list

Bidders must provide detailed information about the sites (Operations) by filling out the following sheet.

No	Customer Name	Details of operations carried out	No. Of Trunks and Seats	Call center contact Person name, phone number, email	Date of Commencement

Appendix C – List of vendor’s full time team members for this project

Bidders must provide detailed information of your full time team members that will be allocated for this project by filling out the following sheet.

No	Employee Name	Area of expertise	Years with your company	List your call center sites where this member has been involved

Appendix D – List of call center work orders received during last 3 years

Bidders must provide detailed information of the call center work orders received by you during the last 3 years by filling out the following sheet.

Sr.#	Work Order Date	Ref #	Call Center Name	List all Services provided	Amount in PKR

(Add as many rows as needed)

Appendix E – Costing Sheet

Sr. No.	Description	Qty	Unit Rate with taxes PKR	Total with taxes PKR
1	Manager (Subject Matter Specialist)	3		
Morning Shift				
1	Call Center Agent	50		
2	Supervisor	3		
3	Shift Incharge	1		
3	Call Center Manager	1		
4	Office Assistant/Admin	1		
5	QA	1		
6	IT Support Staff	1		
7	Electrical Support Staff	1		
8	Security Guard	1		
9	Janitor	1		
Evening Shift				
1	Call Center Agent	50		
2	Supervisor	3		
3	Shift In charge	1		
4	Office Assistant/Admin	1		
5	QA	1		
6	IT Support Staff	1		
7	Electrical Support Staff	1		
8	Security Guard	1		
9	Janitor	1		
Night Shift				
1	Call Center Agent	50		
2	Supervisor	2		
3	Shift In Charge	1		
4	Office Assistant/Admin	1		
5	QA	1		
6	IT Support Staff	1		
7	Electrical Support Staff	1		
8	Security Guard	2		
9	Janitor	1		

Note: (Additional resources required to manage i) Off Days ii) rotation of shifts etc.) are sole responsibility of the bidder and are not billed separately.

13. TERMS OF PAYMENT

Payment of the services rendered will be made directly by consignees within ninety days, from the date of receipt of invoice, on production of following documents:

- i. Invoice in triplicate having NTN
- ii. Services Satisfaction Report by Purchaser .
- iii. Sales Tax Invoice (if not exempted) or attach exemption certificate.
- iv. Non-payment certificate.
- v. Relevant sales tax return along with annexures
- vi. Affidavit to the effect that service tax has been paid to PRA

14. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Contract Documents

- 1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be corrective, complementary, and mutually explanatory

2. Corrupt Practices

- 2.1 The Purchaser requires bidders, suppliers, and bidders to observe the highest standard of ethics during the execution of such contracts.

- (a) The following definitions apply:

“Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.

“Collusive practice” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a procurement process or the execution of a contract;

“coercive practices” means 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;

- (b) The Purchaser will reject a proposal for award if determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the Contract.

3. Interpretation

- 3.1 In this Contract unless a contrary intention is evident:

- (a) The clause headings are for convenient reference only and do not form part of this contract. The headings shall not limit, alter or affect the meaning of this Contract;

- (b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

- (c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

- (d) A word in the singular includes the plural and a word in the plural includes the singular;

- (e) A word imparting a gender includes any other gender;

- (f) A reference to a person includes a partnership and a body corporate;
- (g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- (h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- (i) In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail;
- (j) For terms (Definitions & Abbreviations), see **Annexure-A**

3.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

- ### 3.3
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.4 Non-Waiver

(a) Subject to GCC Clauses 32 and 34 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which Call Centre is being waived.

3.5 Severability

If any provision invalid or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed Literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the contract, this translation shall govern.

4.2 The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.

5. Joint Venture, Consortium or Association

5.1 If the Bidder is a joint venture, consortium, or Association persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a Lead Member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

(a) for the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, supplier shall refer to the Lead Member who shall be the sole point of interface between the Purchaser and the Consortium and would be absolutely accountable for the performance of its own, the other members of Consortium and/or its Team's functions and obligations.

b) All payments shall be made by the Purchaser in favor of the Lead Member.

(c) No amendment or modification shall be made to the MOU executed between the members of the Consortium at time bidding for empanelment, without the prior approval of the Purchaser.

- | | | |
|---|------|--|
| 6. Eligibility | 6.1 | All national /international parties have relevant experience in utility sector for Call Centre Operation Management. |
| 7. Location | 7.1 | The services shall be performed in Lahore. |
| 8. Effectiveness of Contract | 8.1 | This Contract shall come into force and effect on the date (the “Effective Date”) of the Purchaser’s notice to the Bidders confirming that the following condition have been met:

a) This Contract has been approved by competent authority of PITC. |
| 9. Authority of Member in Charge | 9.1 | The Consortium Members (if any) hereby authorize _____ to act on their behalf in exercising the entire Bidders’ rights and obligations towards the owner under this Contract, including without limitation the receiving of instructions and payments from the owner. |
| 10. Authorized Representatives | 10.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

On behalf of the Utility by CEO PITC or his designated representative;

On behalf of the Bidders by _____ or his designated representative. |
| 11. Relation between the Parties | 11.1 | Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Utility and the Supplier. The Supplier, subject to this contract, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 12. Notices | 12.1 | Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt. |
| | 12.2 | Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address: |

12.3 For the Purchaser: _____

Attention: _____

Fax : _____

E-Mail : _____

12.4 For the Contractor (Bidder): _____

Attention: _____

Fax : _____

E-Mail : _____

12.5 Notice will be deemed to be effective as follows:

a) In the case of personal delivery or registered mail, on delivery;

b) In the case of fax, twenty four (24) hours following confirmed transmission;

12.6 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

13. Governing Law

13.1 The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan.

14. Settlement of Dispute

14.1 The Purchaser and the Contractor 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.

14.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation (must be recorded), either party may require that the dispute be referred for resolution to the formal mechanisms specified in the clause 1.7 of SCC

15. Scope of Work

15.1 The services to be rendered by Contractor (Bidder) shall be as per Purpose and Scope of Work (Given in the section 3 Purpose & 11 Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.

- 15.2 Unless other stipulated in the Contract, the Scope of Work shall include all such items specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.
- 16. Commencement of Services** 16.1 The Contractor (Bidder) shall begin carrying out the Services immediately viz. from the date of issue of LoI /Letter of Award (the “Starting Date”), or on such date as the Parties may agree in writing.
- 17. Delivery** 17.1 The Delivery of services and Completion of the Related Services shall be in accordance with Scope of Work and acceptance of the services rendered by the Purchaser.
- 17.2 The Contractor (Bidder), in relation to its deliverables, shall provide any supporting data or information required by the Purchaser.
- 18. Bidder Responsibilities** 18.1 The Contractor (Bidder) shall provide the services mentioned in the scope of work and the completion schedule
- 19. Purchaser’s Responsibilities** 19.1 For successful completion of the assignment, as and when required by the Contractor (Bidder), the Purchaser shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement which the Contractor (Bidder) cannot be reasonably expected to procure on its own or from alternate sources, the Bidder’s failure to deliver shall not be held against it.
- 19.2 The Contractor (Bidder) shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20.
- 19.3 The D.G (ISDS) or equivalent authority of PITC shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc to the Bidder.
- 19.4 The D.G (ISDS) or equivalent authority of PITC shall approve all such documents within 30 working days.

19.5 Purchaser may provide on Contractor's request, particulars /information /or documentation that may be required by the Contractor for proper planning and execution of scope of work under this contract.

19.6 Purchaser shall provide to the supplier sitting space and infrastructure and utilities, in the Purchaser's offices at such location as may be mutually decided by the Parties.

20. Contract Price

20.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

20.2 Price charged by the Contractor (Bidder) for the service provided under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the SCC.

20.3 PITC will not pay any other expenses (the out of pocket or any other shape) except as approved against financial proposal.

21. Terms of Payment

21.1 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work /change order on account of change order will be submitted by the Contractor unless the said extra work /change order has been authorized /approved by the Purchaser in writing.

21.2 The Contractor (Bidder's request) for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17. The Bidder shall submit the bills in triplicate to the concerned department.

21.3 Payments shall be made promptly by the Purchaser, not later than Ninety (90) days after submission of an invoice (duly complete in all respect) along with supporting documents or request for payment by the Supplier, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program /schedule the payment may be withheld.

21.4 The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.

21.5 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Contractor's

invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor (Bidder), or recover from performance bond in case of last payments etc.

22. Taxes and Duties

22.1 The Contractor (Bidder) and the personnel shall pay the taxes, duties, fees, levies and other imposition levied under the existing, amended or enacted laws during life of this contract and the Utility shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

22.2 For goods /services supplied from outside the Purchaser's country, the Contractor shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

23. Performance Security

23.1 The Contractor shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SSC

23.2 The Purchaser shall at its whole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Contractor commits any delay or default in Services rendered or commits any breach or the terms and conditions of the Contract.

23.3 The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.

23.4 The Performance Security shall be discharged by the Purchase and returned to the Bidder not later than twenty-eight (28) days following the date of completion of the Contractor performance obligations under the Contract, unless specified otherwise in the SCC.

24. Intellectual Property

24.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of

such Services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements /documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the supplier assigns those Intellectual Property Rights to Purchaser on creation.

24.2 The Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Contractor (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Contractor solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the terms of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

24.3 The Supplier shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission /license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel during the course of performance by the Contractor the Contractor shall have sole control of the defense and all related settlement negotiations.

24.4 Subject to sub-clauses 24.4 to 25.2, the Contractor shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.

25. Confidential Information

25.1 The Contractor (Bidder) /Consortium and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner.

25.2 The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Supplier shall not use

such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

25.3 The Obligation of a party under this clause, however, shall not apply to information that:

(a) The Purchaser or Bidder need to share with the institution participating in the financing of the contract;

(b) Now or hereafter enters the public domain through no fault of that party;

(c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

25.4 The above provisions of GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

25.5 The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract

26. Subcontracting

26.1 The Contractor (Bidder) is permitted to sub-contract any part of its obligations under the Contract with the PITC with prior approval of PITC.

27. Service Quality

27.1 The Purchaser may reject any Service rendered or any part thereof that fail to conform to the specifications. The Contractor shall take measures necessary to meet the specifications at no cost to the Purchaser.

28. Liquidated Damages and Penalty

28.1 Except as provided under GCC Clause 32, of the Contractor fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.

29. Liability /Indemnity

29.1 The Contractor hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Contractor

agrees to indemnify the Purchaser and its officers, servants, agents (“Purchaser Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

(a) any negligence or wrongful act or omission by the Contractor or its agents or employees or any third party associated with Contractor in connection with or incidental to this Contract;
or

(b) any infringement of patent, trademark /copyright or industrial design arising from the use of the supplied Goods and Services or any part thereof.

29.2 The Contractor shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

29.3 Without limiting the generality of the provisions of this clause 29, the Contractor shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Supplier in performing the Supplier’s obligations or in any way incorporated in or related to the assignment. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use

of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that Call Centre becomes non-infringing.

30. Limitation of Liability

30.1

Except in cases of gross negligence or willful misconduct:

Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

31. Change in Law and Regulation

31.1

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site /area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

32. Force Majeure

32.1

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

32.2

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor.

Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

- 32.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 32.4 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 32.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 32.6 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 32.7 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Supplier.
- 32.8 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 32.9 Not later than thirty (30) days after the Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Bidder through Notice in accordance GCC Clause 12, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.
- 33.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and

Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's Change Order.

33.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of Services, the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of Services is caused due to any delay or default of the Purchaser, any extension granted under clause 34 shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to GCC Clause 28.

35. Suspension

35.1 The Purchaser may, by written notice of suspension to the Contractor (Bidder), suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding Seven (7) days after receipt by the Bidder of such notice of suspension and shall invoke contract performance guarantee.

36. Termination

36.1 Termination of Contract for Failure to Become Effective

a) If this Contract has not become effective within seven (7) days of the date thereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

36.2 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder terminate the Contract in whole or in part:

(a) If the Bidder fails to provide acceptable quality of Services within the period specified in the Contract, or within any

extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(b) If the Bidder, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or

(c) Any representation made by the bidder in the proposal is found to be false or misleading

(d) If the Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.

(e) If the Bidder fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 1.7 of SCC.

(f) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(g) If the Bidder has been black listed by any Government agency due to misconduct etc.

(h) In the event the Purchaser terminates the contract in whole or in part, pursuant to GCC Clause 36, the Purchaser may procure, upon such terms and in such manner as deems appropriate, Goods or Services similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

36.3 **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving Notice to the Bidder if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

36.4 **Termination for Convenience**

(a) The Purchaser, by Notice sent to the Bidder, 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 Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

36.5 **Consequences of Termination**

Upon Termination of the Contract, the Bidder shall:

- (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the D.G (ISDS) or equivalent authority of PITC.
- (b) The D.G (ISDS) or equivalent authority and along with designated team will review the Exit Plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Bidder shall prepare alternate plan within two calendar days. If the second plan is also rejected, D.G (ISDS) or equivalent authority will provide a plan for Supplier and should be adhered by in totality.
- (c) The Exit Plan should cover at least the following:-
 - (i) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment;
 - (ii) Handover all developed codes, related documentation and other Configuration Items, if any in his possession;
 - (iii) Handover the list of all ERP Assets, passwords at all locations to the Purchaser
- (d) The Contractor and D.G (ISDS) or equivalent authority will sign a completion certificate at the end of successful (all points tracked to closure) of the Exit Plan.

37. Cessation of Rights and Obligations

- 37.1 Upon termination of this Contract pursuant to Clause 36 hereof, or upon expiration of this Contract pursuant to Clause 48 hereof, all rights and obligations of the Parties hereunder shall cease, except;
- a) Such rights and obligations as may have accrued on the date of termination or expiration,
 - b) The obligations of confidentiality set forth in Clause 25 hereof,
 - c) Any right which a Party may have under the Applicable Law.

38. Cessation of Services

- 38.1 Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum

39. Payments upon Termination

- 39.1 Upon Termination of this Contract pursuant to Clause 36 hereof, the Consignee shall make the following payments to the Bidder:
- a) Remuneration pursuant to Clause 1.8 of SCC for Services satisfactorily performed prior to the effective date of termination;

- b) Reimbursable expenditures pursuant to Clause 1.8 of SCC for expenditures actually incurred prior to the effective date of termination; and
- c) Except in the case of termination pursuant failure to perform, insolvency of the Bidder, deliberate false submission by the Bidder or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

40. Assignment

- 40.1 The Bidder shall not assign to any other party, in whole or in part, their obligations under this Contract.

41. Disclaimer

- 41.1 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.
- 41.2 Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the Company.

42. Public Disclosure

- 42.1 All materials provided to the Purchaser by bidder are subject to Country's disclosure laws..
- 42.2 The Contractor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.

43. Adherence to safety procedures, rules regulations and restriction

- 43.1 Bidder shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
- 43.2 The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement /regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures /policy.
- 43.3 The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 43.4 The Contractor will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29.

- 44. Removal and /or Replacement of Personnel**
- 44.1 Except as the appropriate PITC may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractor,. it becomes necessary to replace any of the Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Purchaser:
- a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
 - c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Utility. Except as the Utility may otherwise agree,
- 44.2 The Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and /or replacement, and
- 44.3 The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 45. Fairness and Good Faith**
- 45.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 45.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 1.7 of SCC .

45.3 The Bidder shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

46. Conflict of Interest

46.1 The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

46.2 The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

46.3 If the Contractor (Bidder) is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 36 of GCC.

47. Standard of Performance

47.1 The Contractor (Bidder) shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser.

48. Expiration of Contract

48.1 Unless terminated earlier pursuant to Clause 36 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditure have been made.

15. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 1.1	The Purchaser's Country is : Pakistan
SCC 1.2	The Purchaser: Power Information Technology Company (PITC)
SCC 1.3	The language shall be : English
SCC 1.4	For notices, the Purchaser's contact details shall be: OFFICE OF THE CHIEF EXECUTIVE OFFICER PITC-HQ, 405-WAPDA House, Lahore, Pakistan. Phone 042-99202162
SCC 1.5	Subject to SCC 1.6, the courts of Lahore shall have jurisdiction in relation to any dispute arising under this Contract .

Continued.....

SCC 1.6	If the parties fail to resolve a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, the same shall be resolved by a sole arbitrator in accordance with the Arbitration Act, 1940 or any re-enactment thereof. For the avoidance of doubt, the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by the either party in a formal communication clearly mentioning existence of dispute or as mutually agreed. The place of arbitration shall be Lahore.
SCC 1.7	The bidders may please note that the prices are firm and final. All statutory taxes, levies, duties, etc. shall be paid on actual
SCC 1.8	<p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favor of the contractor/ Bidder 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within Ninety (90) days of submission of invoice. 4) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payment due to the Supplier, till such work /supply /service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power /right of the purchaser under this contract. 5) If additional work is required beyond the scope of the Services specified the estimated period of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the Bidders. Any such change shall be done as per Clause 21 of GCC and Clause 1.8 of SCC 6) The currencies for payments shall be in Pak Rupees (PKR). 7) All payments under this Contract shall be made to the account of the Bidder with (Bank & A/c No.) _____ <p>8) Payments will be made by the Purchaser to the Bidder as per Contract Value in the Formats for Financial Proposal and agreed in the Contract, as follows:</p>
SCC 1.9	The Contractor shall provide Performance Security of ten (10) percent of the yearly Contract Price. The currency and amount of Performance Security shall be specified at the time of LOI.
SCC 1.10	The types of acceptable Performance Securities are: Bank Guarantee issued by a scheduled Bank, having A+ rating
SCC 1.11	PITC reserve the right to reject any bid without assigning any reason.

16. Contract Forms

1 Agreement

2 Performance Security

Enclosed at Appendix

17. Bidder RESPONSE FORMS

Form No F-1: RFP Submission Sheet

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-----	-----
-----	-----

Appointment for Call Center Bidder, reference No. -----

I/We ----- Bidder Firm herewith enclose RFP for appointment of my /our firm as Bidder for ----- . I /We hereby accept and abide by the scope & terms and conditions of LOI document unconditionally.

I/We ----- Bidder Firm also undertake that in case of the award of Contact center assignment for the PITC, to provide services for the proposed assignment, we and any of our affiliates, will not be eligible to work in any other capacity with PITC during the currency of this assignment.

I /We undertake to open office in the Lahore with 30 days.

Yours Faithfully

Signature: -----

Full Name: -----

Address: -----

Form No. F-2: Performance Certificate

Kindly provide Client Performance Certificate for the completed projects stating the role, value, Year of award /completion and broad scope of work of the engaged firm and the client's satisfaction level.

Or Copy of LoA /Work Order along with proof of release of final payment in case of projects completed.

,

Form No. F-3a: Project Experience

Kindly provide relevant Project Experience of the Firm’s /any member of the consortium’s relevant past experience in either:

- With Utility (Power /Telecom/Gas /Water) company in providing Service Providing Engagements, in the last three financial years; or

Provide Summary of assignment including the projects submitted to _____:-

- Sector of the Client’s Business in which assignment was awarded.
- Value and Year of award /completion of assignments.
- Role of the Firm in assignment.
- Applications /Modules worked on by the Firm.

S. No	Assignment	Year		Value of Assignment	Role of Firm	Client & Business
		Award	Completion			

Please provide proof of completed assignments.

Signature: _____

Seal:

Full Name: _____

Address: _____

Form No. F-3b: Project Experience

Kindly provide Client Performance Certificate for the awarded projects provided for Form No. F-3a stating the role, value, Year of award /completion and broad scope of work of the engaged firm and the client's satisfaction level.

Or Copy of LoA/Work Order along with proof of release of final payment in case of completed projects.

Form No F-4: CVs

The format for submission of CVs is the following:

1. Name: _____

2. Profession /Present Designation: _____

3. Year with Firm: _____ Nationality: _____

4. Area of Specification: _____

5. Proposed Position on Team: _____

6. Key Qualification /Experience: _____

(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page).

7. Education:

(Under this heading, summarize college /university and other specialized education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)

8. Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use up to three quarters of a page.)

9. Language:

(Indicate proficiency in speaking, reading and writing of each language by ‘excellent’ ‘good’ or ‘poor’).

Signature: _____

Full Name: _____

Address: _____

Date: _____

Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated. The CVs should be in ‘Time New Roman’ with ‘font size 11’ and should not be longer than 4 type-written pages.

Signature: _____

Seal:

Address: _____

**Form No F-5: Deviations /No Deviations Confirmation,
Comments & Suggestions**

DEVIATIONS /COMMENTS /SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

1.

2.

3.

4.

(In case of no deviations, a statement to that effect must be given)

Signature: _____

Seal:

Full Name: _____

Address: _____

ANNEXURE- A

DEFINITIONS AND ABBREVIATIONS

The following terms (Definitions and Abbreviations) whenever used in the Contract have the following meaning:

Sr.	Term	Description
1.	“Applicable Laws”	means the laws, rules, regulations and any other notification, SRO , Circular and General Order, instruments having the force of law in the Government's country, as issued from time to time and till to-date;
2.	“Bank”or “Banks”	refers to all scheduled Pakistani Banks having rating AA+.
	“Contract”	Means the Agreement entered into between the Company/Purchaser (PITC/DISCOs) and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
3.	“Contract Documents”	Shall mean the following documents listed below but is not limited to listed document. It includes all other documents that are considered to be the part of the contract documents: <ul style="list-style-type: none"> i. Detailed award of contract; ii. Service level agreement; iii. Special Conditions of Contract; iv. General Conditions of Contract; v. Schedule of Services; vi. Instructions to bidders; viii Purchaser’s Notification to the Contractor for Award of Contract; vi. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Contractor; Section VIII – Contract Forms; Acceptance of letter of intent(LOI) by the bidder;
4.	“Contract Price”	means the aggregate price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
5.	“Contractor”	means the agency appointed to perform services for the Purchaser under this Contract.
6.	“Company”	means respective DISCO
7.	“Completion”	shall mean the completion of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
8.	“Day”	means calendar day.
9.	“Delivery”	means the transfer of the Goods and/or Services from the Contractor to the Purchaser in accordance with the terms and conditions set forth in the Contract.
10.	“Effective Date”	means the execution date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;

11.	“GCC”	means the General Conditions of Contract.
12.	“Government”	means the Government of Pakistan.
13.	“in writing”	means communicated in written form with proof of receipt.
14.	“Intellectual Property Rights”	means any patent, copyright, trademark, trade name, service marks, brands, proprietary information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
15.	“Kickoff Meeting”	means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Contractor after award of contract.
16.	“OEM”	means the Original Equipment Manufacturer of any equipment / system / software / product.
17.	“Owner”	means the “Purchaser”.
18.	“Personnel”	means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their nationality/domicile outside the Purchaser's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
19.	“PITC”	Power Information Technology Company
20.	"Project"	means all activities covered under present RFP
21.	“Purchaser’s Country”	shall mean Pakistan, as specified in the SCC.
22.	“Purchaser”	means the Power Information Technology Company (PITC)/Respective DISCO
23.	“Related Services”	means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract
24.	“SCC”	means the Special Conditions of Contract.
25.	“Services”	means the work to be performed by the Contractor pursuant to this RFP for the purposes of the Project, as described in the Scope of Work hereto;
26.	"Starting Date"	means the date referred to in Clause 8 of GCC;
27.	“The MoE”	is the Ministry of Energy (Power Division), Govt. of Pakistan.
28.	“The Site”	shall mean all identified locations within the jurisdiction of DISCOs, where the Contractor carries out any installation of Goods or is required to provide any Services.
29.	“Third Party”	means any person or entity other than the Government, DISCOs, the Contractor or any other party as implied by the usage and

		context
30.	“Utility”	means Distribution Company (DISCO).