



**PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)**

**INVITATION TO BID**

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of:

- i. Services (Call Agents-Out Sourcing) for Citizen Contact Center – PITB under Framework Contract.
- ii. Services of Citizen Service Representatives, Help Desk Representatives, Janitorial Staff and Gen-Set Maintenance for the Project Titled "Establishment of Citizen Facilitation and Service Centers (E-Khidmat Markaz)" under Framework Contract.
- iii. Networking for "Hepatitis Prevention & Treatment Centers and Departments of Gastroenterology".
- iv. Core Network / IT Equipment for PITB Data Center.

2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. The tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Documents are also available at [www.pitb.gov.pk](http://www.pitb.gov.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and may be downloaded free of cost.
4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than 1200 Hours on last date of submission of bids i.e. **26<sup>th</sup> August, 2019**, and bids shall be opened at 1230 hours on the same date, as per PPRA Rules, 2014.
5. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

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

**Director (Development & Procurement) (IPL-7148-L/R)**  
**Punjab Information Technology Board**

13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.  
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# Tender Document

Tender No. 108082019-1

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**Procurement of Services**  
**(Call Center Agents- Out Sourcing) for Citizen Contact Center under**  
**Framework Contract**

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**Punjab Information Technology Board (PITB)**

13<sup>th</sup> Floor, Arfa Software Technology Park (ASTP),  
346-B, Ferozpur Road, Lahore, Pakistan

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**Important Note:**

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

**Applicability of Punjab Procurement Rules, 2014**

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

## **1. Invitation to Bid**

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

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

<https://ppra.punjab.gov.pk/system/files/Punjab%20Procurement%20Rules%202014%20amended%20upto%2013-09-2017.pdf#overlay-context=downloads>

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

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

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

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at [www.pitb.gov.pk](http://www.pitb.gov.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and may be downloaded free of cost.

All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 1,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid

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

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

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

(viii) the lowest evaluated bidder shall be awarded the contract.

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

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause “Bid Security” of this document in favor of **“Punjab Information Technology Board”**. The complete bids as per required under this tender document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, Lahore, not later than 1200 hours on last date of submission of bids i.e. **26<sup>th</sup> August, 2019**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, at 1230 hours on, **26<sup>th</sup> August, 2019**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the scope of services must be received in writing to the Purchaser till **13<sup>th</sup> August, 2019**. Any query received after said date may not be entertained. All queries shall be responded to within due time. All queries shall be responded to within due time. PITB will host a pre-bid meeting on **19<sup>th</sup> August, 2019** at **02:00-PM**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore).

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

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

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

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

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

### **Primary Contact**

#### **Mr Bilal Saifi**

Joint Director (SMDP)

Email: [bilal.saifi@pitb.gov.pk](mailto:bilal.saifi@pitb.gov.pk)

13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,  
Ferozpur Road, Lahore, Pakistan.

Ph: +92 42 35880062, Ext- 1337

### **Secondary Contact**

#### **Ata-Ur-Rehman**

Director (D&P)

Email: [ata.rahman@pitb.gov.pk](mailto:ata.rahman@pitb.gov.pk)

13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B,  
Ferozpur Road, Lahore, Pakistan.

Ph: +92 42 35880062, Ext-1345

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

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

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

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



## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.4 "Bidder" means the interested Firm/Company/Supplier/Distributors that may provide services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance for a specific item / services followed by the signing of Contract.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.10 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.11 "Day" means calendar day.
- 3.12 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage Services provided, under the Contract.
- 3.13 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.14 "In writing" means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.
- 3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.16 "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.
- 3.17 "RFP" means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
- 3.18 "Prescribed" means prescribed in the Tender Document.
- 3.19 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

- 3.20 "Services" means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6.
- 3.21 "Works" means work to be done by the Contractor under the Contract.
- 3.22 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- 3.23 "CCC" means Citizen Contact Center.
- 3.24 "SLA" means a Service Level Agreement, a part of a service contract where the level of service is formally defined and delivery schedules and details are defined

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

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

#### **5. Notice**

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

#### **6. Scope of work and Deliverables.**

Scope of services is given under **Annexure-A** of this document.

#### **7. Tender Eligibility/Qualification Criteria**

- 7.1 Eligible Bidder is a Bidder who:
  - 7.1.1. has a registered / incorporated company / firm in Pakistan with relevant business experience of last three (03) years;
  - 7.1.2. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate).
  - 7.1.3. Has valid Registration of Sales Tax (ST) & National Tax Number (NTN).
  - 7.1.4. has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking).
  - 7.1.5. Comply with complete clause-6 "Scope of Services".
  - 7.1.6. Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment and team available for support 24 hours a day, 7 days a week, throughout the year; a client services team with experienced project managers handling the client requirements. Conforms to the clause of "Responsiveness of Bid" given herein this tender document;
  - 7.1.7. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.2 Goods/Services can only be supplied / sources / routed from origin" in "eligible" member countries.

7.3 Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **8. Tender Cost**

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

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

Joint venture / consortium are not eligible for this tender.

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

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

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

The Bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

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

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

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

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

13.1 The Tender submitted by a Bidder shall be for all complete item(s) / scope of services, as specified in the Scope and not for one or more item(s) / service(s).

13.2 The Bidder is not allowed to bid for part of the services.

13.3 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.5 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy

- between the original and the duplicate, the original shall govern.
- 13.6 Technical Proposal shall comprise the following, **without quoting the price:**
- 13.7 Technical Proposal Form (**Annexure-B**)
- 13.7.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) (**Annexure-G**)
- 13.7.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.7.3 Evidence of eligibility of the Bidder and the Goods/Services.
- 13.7.4 Evidence of conformity of the Goods/Services to the Tender Document.
- 13.7.5 List of firm's major national or international clientele for relevant experience.
- 13.7.6 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.
- 13.7.7 Technical Brochures / Literature.
- 13.7.8 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.7.9 Valid Registration Certificate for Income Tax & Sales Tax
- 13.7.10 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.8 The Financial Proposal shall comprise the following:

13.8.1 Financial Proposal Form (**Annexure-C**)

13.8.2 Price Schedule (**Annexure-D**)

13.8.3 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document.

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

Original Technical Tender for

Tender Name: [Name of Tender]

Tender No. **108082019-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

Duplicate Technical Proposal for

Tender Name: [Name of Tender]

Tender No. **108082019-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

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

Original Tender for

Tender Name: [Name of Tender]

Tender No. **108082019-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

Duplicate Tender for

Tender Name: [Name of Tender]

Tender No. **108082019-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.14 The Bidder shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.15 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the

Purchaser's office, not later than 1200 hours on last date of submission of bids. No late bid shall be accepted.

- 13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the bidder.

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

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

#### **15. Bid Security**

- 15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 For an amount equivalent to PKR. 650,000/-;
  - 15.1.2 denominated in Pak Rupees;
  - 15.1.3 As part of financial bid envelope.
  - 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt in the name of the Purchaser;
  - 15.1.5 have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
  - 15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
  - 15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

#### **16. Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period

of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

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

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

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

- 18.1 Tenders (Technical Bids) shall be opened at 1230 hours on the last date of submission of bids i.e. **26<sup>th</sup> August, 2019**, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

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

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

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

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 20.1.1 meets the eligibility criteria given herein this tender document Goods/ the Services;
  - 20.1.2 meets the Technical Specifications for the Goods/Services;
  - 20.1.3 meets the delivery period / point for the Goods/Services;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 offers fixed price quotations for the Goods/Services, whereby no optional offer / bid or price is allowed;
  - 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;
  - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope.
  - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13; (Preparation / Submission of Tender)
  - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of Goods/the Services or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

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

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

## **22. TECHNICAL EVALUATION CRITERIA**

**PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back.

All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

**PROVISION:** Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

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



## Evaluation Criteria

CATEGORY	DESCRIPTION	POINTS
<b>LEGAL MANDATORY</b>	Valid Income Tax Registration *Registered for at least three (03) years.	Required
	Valid Sales Tax Registration (Status = Active with Relevant Authority)	Required
	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or private Sector Organization anywhere in Pakistan.	Required
	Compliance to the scope of services to be procured mentioned vide Clause#06 of Tender Scope.	Required
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required

<b>Experience</b>	Worth of projects of similar nature i.e. outsourcing of Human Resource in last three (03) years (Verifiable through relevant purchase orders / contracts) (Max Points 100)	10-20 million	50 Points
		20.1-30 million	75 Points
		30.1 million & above	100 Points
<b>Financial Strength</b>	Annual worth of Liquid Assets verifiable from last Audited report/undertaking with relevant portion of audited report. (Max Points 100)	10-15 million	50 Points
		15.1-20 million	75 Points
		20.1 million & above	100 Points

**Note:** Verifiable documentary proof for all above requirements is required. And criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

### **23. FINANCIAL PROPOSAL EVALUATION**

23.1 Technically qualified/successful Bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

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

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or

24.2.3 incomplete, partial, conditional, alternative, late; or

24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 the Bidder refuses to accept the corrected Total Tender Price; or

24.2.6 the Bidder has conflict of interest with the Purchaser; or

24.2.7 the Bidder tries to influence the Tender evaluation / Contract award; or

24.2.8 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.9 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.10 the Bidder fails to meet the evaluation criteria requirements (clause-22);

24.2.11 the bidder has been blacklisted by any public or private sector organization;

24.2.12 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

24.2.13 the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

24.2.14 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

24.2.15 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

24.2.17 If the rates quoted by vender are not workable or on higher side etc.

#### **25. Award Criteria**

25.1 At first step, eligible bidder(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2 At second step, technically qualified and successful bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

## **26. Acceptance Letter**

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

## **27. Performance Security**

27.1 The successful Bidder/The Contractor, shall furnish Performance Security as under:

27.1.1 With in twenty-eight (28) days of the issuance of Letter of Acceptance by the Purchaser;

27.1.2 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

27.1.3 for a sum equivalent to 10% of the contract value;

27.1.4 Denominated in Pak Rupees;

27.1.5 Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill the obligations under the Contract;

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

27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Contractor.

## **28. Redressal of grievances by the procuring agency**

28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

## II. General Conditions of Draft Contract

### 29. **Contract**

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

### 30. **Framework Contract Duration**

The framework Contract duration is initially for one (01) year starting from the date of issuance of Acceptance Letter and extendable up to (3) years, based on provisioning of satisfactory services by the service provider and needs, requirements and approved budgetary provisions of the Purchaser.

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

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

### 32. **Contract Language**

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

### 33. **Standards**

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

### 34. **Commercial Availability**

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

### 35. **Patent Right**

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

### 36. **Execution Schedule**

The Contractor shall start delivery of Services within three to four (03 -04) weeks from the issuance of Acceptance Letter.

### 37. **Payment**

37.1 The Contractor shall provide all necessary supporting documents along with invoice.

37.2 The Contractor shall submit an Application for Payment (Invoice), to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set

forth in detail, in the order of the Price Schedule, particulars of the Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

- 37.3 Payments shall be made on monthly basis; so monthly invoices must be submitted. However, the vender will not discontinue the services in any case.
- 37.4 All invoices must carry details of cost, as required, along with valid and verifiable proof of evidence of all claims.
- 37.5 The Purchaser shall get verified the details of services delivered against the invoice from the Technical Team of PITB and Payment shall be made on actual basis after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Intent.
- 37.6 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- 37.7 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.
- 37.8 The contractor shall submit an attendance certificate of each call agent duly signed by designated person for the purpose or other documentary evidence as the Purchaser may require.
- 37.9 All payments shall be subject to any and all applicable taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed contract in this regard.

### **38. Price**

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

### **39. Contract Amendment**

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

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

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

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

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any

other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**42. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price or as defined in SLA agreement, which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**43. Blacklisting**

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

**44. Forfeiture of Performance Security**

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

44.1.1 If the Contractor commits a default under the Contract;

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

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

44.2 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.

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

44.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**45. Termination for Default**

45.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

45.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor

shall continue performance of the Contract to the extent not terminated.

#### **46. Termination for Insolvency**

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

#### **47. Termination for Convenience**

47.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

47.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

47.2.1 to have any portion thereof completed and delivered; and/or

47.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

#### **48. Force Majeure**

48.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

48.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.

48.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

48.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

48.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

49.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in

connection with the Contract.

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

## **50. Statutes and Regulations**

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

## **51. Taxes and Duties**

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

## **52. Contract Cost**

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

## **53. The Client**

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

## **54. Authorized Representative**

- 54.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 54.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser/the client, the Client or the Contractor.
- 54.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 54.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 54.5 Notwithstanding Clause 54.2, any failure of the Authorized Representative to disapprove any Goods or Services shall not prejudice the right of the Client to disapprove such Goods or Services and to give instructions for the rectification thereof.
- 54.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser/the client, the Contractor may refer the matter to the Purchaser who shall



confirm, reverse or vary such decision or instruction.

**55. Waiver**

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

**56. Training**

56.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of Services to be supplied under the Contract.

56.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

## 57. Special Stipulations

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Bid Security (Earnest Money)</b>	The Contractor shall furnish the Bid Security (earnest Money) as mentioned in <b>clause# 15</b> : in the form of Demand Draft / Pay Order / Call Deposit Receipt in the name of the Purchaser; denominated in Pak Rupees. Have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
<b>Performance Security</b>	The successful Contractor shall furnish Performance Security within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, <b><u>whichever is later</u></b> .
<b>Start operation of Services / Delivery</b>	Within three to four (03- 04) weeks from the issuance of Acceptance letter.
<b>Liquidated damages for failure in supply of Services by the Contractor</b>	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price or defined in the SLA agreement, which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

## **ANNEXURE-A**

### **Scope of Work & Deliverables:**

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

After every call, record is entered in the system; depending on the nature of the call a robot-call is sent to the citizen followed by an SMS, against which the citizen responds. Such responses are categorized by eyeballing them into various categories (appreciation, problem identified, delayed service, bad behavior, etc.) and some random records are called manually following an adaptive call script.

### **6.3 Scope of Services:**

#### **6.3.1) Role of PITB's Staff Members in Managerial Position**

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

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

**6.3.2) Call Center Timing and Holiday:** The Call Centre will be operational for customers 24 hours a day throughout the year. The Vendor's services and resources are required to complete 48 hours work duty per week. All holidays and extra duty allowances to resourc will be given by the vendor.

**6.3.3) Call Center Language:** The Language of Call Center is in Urdu. Other languages English, Siraiki, Potohari, Pashto, Sindhi etc. will be locally required as per campaign. The PITB will render Call Centre Services from its locations i.e. Arfa Software Technology Park (ASTP).

## 6.4 Call Center Requirements

### 6.4.1 Man Power Profile:

#### Customer Care Representative (CCRs)

The profile of the CCRs should be as follows:

- Minimum 14 years of education with no experience OR.
- Minimum 12 years of education with 06 months of call center experience.
- Multilingual with complete command on English & Urdu (having command on any language mentioned in **6.3.3**, will be preferred)
- Able to communicate confidently and politely, with good communication skills
- Must have a valid CNIC.

### 6.4.2 Staff Retention Program:

The Vendor will put in place systems to ensure that the resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the agents and senior staff so that attrition rate is kept at the minimum level. If the attrition rate rises to above 5% per month, the PITB may suggest policies, which needs to be implemented by Vendor to reduce attrition.

### 6.4.3 Assessment and Remedial Action:

The 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 vender 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 Vendor may jointly decide on the benchmarks for Quality Score and the Vendor 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
<b>Grand Total</b>		<b>100</b>

Below mentio

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

### **Call 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 6.6.

- **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

#### **6.4.4 Quality Management:**

The CCC Quality Assurance Team will be responsible to audit the Systems & Procedures of Call Centre. The team will also suggest systems to improve the ratings against parameters defined above (6.4.3)

#### **6.4.5 Industrial Relation and discipline**

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

#### **6.4.6 Remuneration / Facilities to employees of Vendor:**

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

#### **6.4.7 Insurance Coverage:**

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

#### **6.5 Compliance to labor law:**

The Vendor 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 Vendor shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to there from time to time, including records and returns as applicable under labor legislations.

**6.6 Service Level Agreement Compliance and Penalties:**

**6.6.1 Performance Measurement of Resources:**

Quality Score	Quiz Score	Productivity Score	Absenteeism Score
<b>60%</b>	<b>5%</b>	<b>25%</b>	<b>10%</b>
<ul style="list-style-type: none"> <li>• Communication</li> <li>• Issue Resolution</li> <li>• Correspondence</li> <li>• Customer Feed Back</li> </ul>	Monthly Quiz will be taken which will constitute of questions related to all Active Campaigns	<ul style="list-style-type: none"> <li>• On shift adherence <b>(50%)</b> Late Arrival, Left Early, Break Management</li> <li>• ATT <b>(50%)</b> Occupancy of Individual During Shift</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Marks to be deducted for Each Absence</li> <li>• Only Pre-approved &amp; within quota leaves (4 off days in a month) will be excluded (as per “Compliance to labor law” mentioned in contract)</li> </ul>

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% - 100%
A	90% - 95%
B+	85% - 90 %
B	80% -85%
U	Below 80%

**6.6.2 Replacement of Resource**

Replacement of Resources		
S. No.	Replacement of Resources	Penalty *
1	Within 5 days	Nil
2	Within 6 to 10 days	2 % of monthly billed value of that agent
3	Within 11 to 15 days	3 % of monthly billed value of that agent
4	<15 days	5 % of monthly billed value of that agent

Penalty will be imposed if resources are not replaced within the mentioned time frame.

**1. Call Quality Score**

<b>Objective</b>	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.
<b>Definition</b>	This is measured by scoring a random sample of calls on pre-defined parameters

<b>Data Capture</b>	The Call Centre will have a call logging facility to record all the different calls that have been handled by the agents. A random sample of these calls will then be graded by the PITB's call quality audit team against pre-decided parameters. PITB will ensure that there are at least 2 dedicated employees to monitor and score these calls.
<b>Measurement Intervals</b>	Daily / Monthly

Service Level		
Sr #	Score on Call quality	Penalty*
1	>85%	Nil
2	Between 80 % to 85 %	5 % of monthly billed value of that agent
3	Between 75 % - 80 %	7.5 % of monthly billed Value of that agent
4	>75%	10 % of monthly billed value of that agent

**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 6.4.3

**6.7 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 Vendor.

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

**6.8 Call handling efficiency of CCRs making Outbound Calls:**

<b>Objective</b>	To measure the efficiency of agents in making outbound calls
<b>Definition</b>	This KPI measures the efficiency of operators in making outbound calls in terms of average: <ul style="list-style-type: none"> <li>a. Number of calls made by an agent per day</li> <li>b. Talk time taken to complete calls</li> </ul>
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Monthly
<b>Desired Level</b>	>470 minutes login / manned time

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

**a. Governance and Management**

The Vendor 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.

**b. Audit**

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

**6.9 Indemnity:**

The Vendor agree fully and effectually to indemnify, defend and hold harmless the PITB and its officers, directors, employees, representatives, agents, and assigns (“Indemnified”) at its own expenses against the Losses suffered or incurred by the PITB as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations contained or referred to in proposed Agreement. In addition, the Vendor hereby also agree to indemnify and hold harmless the PITB against the Losses claimed, made or incurred against the PITB arising out of or in connection with the performance or discharge of Vendor’s obligations and duties under this proposed Agreement or in respect of any Losses sustained or suffered by any third party, otherwise than by the PITB’s gross negligence or willful misconduct. The Vendor understand, acknowledge and agree that this provision is the essence of the contract and, consequently, Vendor’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 Vendor 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 Vendor an opportunity to defend; To the extent possible for the vendor 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 Vendor;
- iv. PITB reasonably cooperating with Vendor for defense of a third party claim;

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



## **FORMS & OTHER REQUIRED DOCUMENTS**

### **ANNEXURE-B**

#### **Technical Proposal Submission Form**

[Location, Date]

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

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-C**

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

[Location, Date]

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

Dear Sir,

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

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

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

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

Signed

In the capacity of:

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

Date:

**ANNEXURE-D**

**Financial Cost Sheet / Price Table**

**Price Schedule/ Financial Cost Sheet**

SR. No	Description	No of Agents in a month (1)	Agent Rate (Incl. all Taxes) Rs. (2)	Total Cost per month (Incl. all Taxes) Rs (3=1x2)
1	Call center agents	75		
<b>Sub Total</b>				
<b>Total Bid Price (Multiply ST: the per month cost with 12)</b>				X

**Notes to Price Table:**

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

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

Date \_\_\_\_\_

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of

Dully authority by

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

**ANNEXURE-E**

**Format for Covering Letter**

To

(Name and address of Purchaser)

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

Dear Sir,

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

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

**ANNEXURE-F**

**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

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

**Format of Power-of-Attorney**

**POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

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

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

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

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**ANNEXURE-G**

**UNDERTAKING**

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

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**ANNEXURE-H**

**PERFORMANCE SECURITY**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before the expiry of the Guarantee.

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

Date this \_\_\_\_\_ day of 2019.

**GUARANTOR**

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



