



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Invitation To Bid

Provision of Consumer Management Services Setup and operator call centre to PTA on Rental Basis

Pakistan Telecommunication Authority, a Government organization invites sealed bids from registered firms/ companies, having minimum three (03) years of Consumer Relationship Management Services registered with Income Tax and Sales Tax Departments and on ActiveTaxpayers List of the Federal Board of Revenue for provision of Consumer Relationship Management Services and Call Centre Solution to PTA HQs, F-5/1 , Islamabad.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bid etc. are available at the office of the undersigned free of cost. Bidding Documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before 18th November 2022. Bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Waqas Ahmed

Director (Consumer Protection)

PTA HQs, F-5/1, Islamabad-Pakistan

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Government of Pakistan

PAKISTAN TELECOMMUNICATION AUTHORITY

HEADQUARTERS SECTOR F-5/1, ISLAMABAD.

<https://www.pta.gov.pk>

BIDDING DOCUMENT

Pakistan Telecommunication Authority (PTA) intends to hire services of a reputed Company or firm having experience in Consumer Management Services (hereinafter referred as "CRM") to setup and operate call centre for a period of three years. PTA complaint manage system is ISO 9001:2015 certified. The services shall be acquired for **receiving/managing/processing/responding consumer complaints through Toll free number**. All bidders (companies/firms) shall be registered with PSEB and holding a valid NTN/GST registration and on Active Tax Payers List of FBR. Bidders must have a minimum three (03) years of relevant experience as per specifications & details given in the TOR. Notices published on PTA's & PPRA's websites shall form a part of this bidding documents.

TERMS AND CONDITIONS

1. DATE AND TIME FOR SUBMISSION OF BIDS

Bidding documents duly completed in all respects shall be submitted on or before 18 Nov 22 up to 11:00 AM in the office of Director (Consumer Protection), PTA HQs, F-5/1, Islamabad. The submission and evaluation of bids will be carried out as per "Single Stage Two Envelope Procedure" of PPRA Procurement Rules 2004.

2. COMPANY INFORMATION

- Name of Firm: _____
- Date of Establishment of Business: _____
- Address: _____
- Telephone No: _____ Fax No: _____
- GST Reg. No: _____
- National Tax No: _____

3. INTEGRAL PART

- Term of Reference (ToR) (Annex-A)
- All bidders have to produce all relevant supporting documents required in the Technical Evaluation Criteria to obtain marks (Annex-B)
- Financial Bid Form (Annex-C)
- The successful bidder shall be asked to execute the Service Level Agreement (Annex-D)
- The successful bidder shall be asked to execute the Non-Disclosure Agreement (Annex-E)

4. EVALUATION CRITERIA

- Bidder must meet the mandatory requirements and score/achieve at-least 70% qualifying marks in technical evaluation as per Annex-B to become eligible for financial bid evaluation.
- Financial bids of the technically qualified bidders will be opened only. The financial bids of technically disqualified bidders will be returned un-opened after financial bid opening of technically qualified bidders.
- PTA reserves the right for the selection of most advantageous bid, which has met the mandatory requirements/ eligibility criteria, secured minimum 70% marks in technical

evaluation at Annex-B, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents.

- d. If two or more bidders quoted the same financial proposals, then the contract will be awarded to the one who has scored highest in technical evaluation.

5. BID SECURITY/RETENTION MONEY

- a. Bid Security in the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority, Islamabad amounting to PKR 500,000 should only be attached with the Technical Proposal (Cheques will not be accepted).
- b. TECHNICAL BID not accompanied with Bid Security will be rejected without any right of appeal.
- c. Bid Security of successful bidder will be retained till award of contract and thereafter will be returned.
- d. Bid security of technically disqualified/ unsuccessful bidders will be returned after opening of financial bids of technically qualified bidders.
- e. Whereas, bid security of un-successful bidders (**financially**) will be returned after signing of contract with the successful bidder.
- f. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited.
- g. The amount stated in the Bid will be adjusted by PTA for the correction of errors (if any) with the concurrence of the Bidder and such corrected amount shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount then its Bid will be rejected, and the Bid Security will be forfeited.
- h. No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.
- i. In case of non-commissioning of services within time frame given in work order due to default of the successful bidder, the Bid Security shall be forfeited in favour of Pakistan Telecommunication Authority and work will be awarded to 2nd lowest bidder subject to the approval of the PTA Authority.
- j. Performance Guarantee (PG) will be limited to 6% of the contract amount (i.e. setup cost and total three years cost including SSL & SMS). PG will be deposited by the successful bidder, in form of pay order/ demand draft in favour of PTA, at the time of signing of the contract. PG will be released after the expiry of the contract period subject to no complaint against the executed services.

6. PRICES

- a. The bidder should quote its rates excluding GST clearly for each item, in the Financial Proposal at Annex-C and total prices in figures as well as in words. However, the contract shall be awarded to the qualified bidder quoting the lowest consolidated bid.
- b. The rates quoted shall remain **valid for six (6) months** from the date of opening of Technical Proposal.
- c. There should be no annual fee or license fee for renewal of software or usage of services. If there are any software patches, software update, change of software version or upgrading of licenses, the vendor will provide free of cost services for these changes for the life time. Software provided with the equipment will be property of PTA.
- d. No claim on Escalation in prices/ bid during the currency of contract will be entertained.
- e. No mobilization advance shall be paid.

7. **COMPLETION TIME**

- a. Contract will be signed within 05 working days of issuance of PTA's confirmation letter to successful bidder.
- b. Support centre Setup is to be completed within 30 days of signing of the contract.

8. **AFFIDAVIT**

Affidavit on non-judicial stamp Paper of Rs. 100 to the effect that the firm has never been black listed by any Government/Semi Government/Autonomous body.

9. **FORCE MAJEURE**

In case of any circumstances which are beyond the control of Vendor as well as client. Force Majeure will be applicable.

10. **ARBITRATION**

In case of any dispute or conflict between contractor and PTA, the case will be referred to PTA's Committee on Redressal of Grievances of Bidders. If the decision of committee is not accepted by the vendor than case shall be referred to Chairman PTA, whose decision will be final.

11. **PRE-PROPOSAL BIDDER'S QUERIES**

A non-mandatory pre-proposal teleconference shall be held from 11:00 – 12:30 PST on 10th Nov, 2022 at PTA's Office. The purpose of this pre-proposal conference is to provide an overview of the bidding documents and answer questions concerning the bidding documents. PTA reserves the right to request additional information and/or clarifications from any or all bidders to this bidding documents.

12. **EXCEPTIONS TO THE BIDDING DOCUMENTS**

All requested information in this bidding documents must be supplied. Bidders may take exception to certain requirements in this bidding documents. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exception, the ramifications of the exception for PTA, and the description of the advantages or disadvantages to PTA as a result of the exception. PTA, at its sole discretion, may reject any exceptions or specifications within the proposal.

13. **PAYMENT TERMS & CONDITIONS**

- a. Setup cost will be paid by PTA on submission of invoice after the setup has been established and verified by PTA Supervisory Committee.
- b. Payment against call centre operations will be made on monthly basis, after each preceding month on submission of invoice. PTA will not pay any upfront charges; it should be part of the monthly invoice.
- c. No advance payment/secure advance will be made against the supply of any item mentioned in this bidding document.
- d. Payment will be made after deduction of applicable taxes i.e. Income Tax, GST etc. at source as per Government Rules.
- e. Penalty if any will also be deducted at time of payment.
- f. Blacklisted/ Debarred Contractors/ Firms publicized on PPRA website are not eligible to participate.
- g. The Bidders name must be on Active Taxpayers List (ATL) of FBR for Income tax and sales tax as on the date of bid submission and onward throughout the period of Contract in compliance with the Eligible Bidders (Tax Compliance) Regulations, 2015.

14. **DISQUALIFICATIONS**

- a. Non-fulfilling any of the requirements mentioned at Part-A of Annex-B shall result into disqualification of bid.

15. **RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad reserves the rights to cancel the tender, accept or reject any tender according to PPRA rules or accept the whole or part of tender.


WAQAS AHMAD KHAN
Deputy Director (CPD)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

Hiring of Firm to provide 9AM to 9PM x 365 days Consumer Support Centre Services to PTA

Terms of Reference

1. **INTRODUCTION**

The Pakistan Telecommunication Authority (PTA) is seeking firm to provide Consumer Support Centre Services (Call Centre) to PTA for 14 seats (Minimum 12 seats for agents and 02 supervisors with flexibility to enhance seats/change time slots/increase or decrease to total time on the basis of future requirement/needs).

2. **BACKGROUND**

Pakistan Telecom Authority is a regulatory authority for the telecom Sector of Pakistan. It's one of the functions is to protect telecom customers. Therefore, PTA is providing complaint management services to Telecom users for the resolution of consumer grievances.

3. **SCOPE OF WORK**

- a. Provision of a Dedicated Call centre (0800-55055) for PTA Having Seats (12) and Supervisors (2) 9AM to 9PM x 356 Days.
 - i. Complete Shifting/ migration of PTA's Complaint Management System (CMS) and complaint domain (complaint.pta.gov.pk) from existing service provider/ vendor, back up of data and hosting of PTA's CMS/ complaint domain (complaint.pta.gov.pk) on servers of qualified bidder.
 - ii. Continuous upgradation/ maintenance of PTA's existing Complaint Management System (CMS).
 - iii. Accessible through Consumer Support Centre (Toll Free No.0800-55055)
 - iv. SMS service (For communication with the complainant)
 - v. Payment of SSL certificate of PTA complaint domain (complaint.pta.gov.pk)
- b. Operations of Developed Call centre – with state of art technologies, including hardware and maintenance of existing PTA software application.

4. **MISSION**

PTA, CPD is committed to protect consumer interest by smooth operation and maintenance of telecommunication systems and ensure provisioning of high-quality telecommunication services to end users.

The key forces of commitment include:

- To timely process and redress telecom complaints lodged with PTA by consumer.
- To coordinate with the telecom operators to ensure provision of quality ICT services to their respective customers.
- To comply with the regulatory requirements and continually improve the effectiveness of the Quality Management System the Quality Policy and Objectives of the CPD for its continuing suitability.
- To ensure that all employees, stakeholders are well aware to the requirement of the complaint handling mechanism according to Pakistan Telecommunication (Reorganization) Act, 1996, the Rules, regulations and SOPs and compliance with Govt transparency policy.
- To provide monitoring/registration, analysis & redressal of complaints to gauge the pulse of telecom users and identifying areas for regulatory work for larger consumer interest.

- Effective compliance with the requirement of ISO 9001 :2015

5. **KPI's (KEY PERFORMANCE INDICATORS)**

Bidder will also carry out the analysis to identify the key performance indicators which required to evaluate the call centres **efficiency, speed, and quality of service**. These indicators should highlight both individual and overall team performance and allow us to make data-driven decisions to improve consumer satisfaction. Following will be the performance evaluation criteria:

- Availability of CSR's \geq 95% overall
- Downtown of technical setup / operation \geq 98% overall
- Overall service level 85%-90% overall (Call abandoning ratio & call attending time)

6. **PROJECT VISION STATEMENT**

The project will provide following:

- a. Increase the PTA's responsiveness, efficiency and accessibility through offering enhanced consumer support.
- b. Better telecom consumer care, and proactive approach through Support centre.
- c. Efficient use of existing manpower deployed for complaint management, CVD and DIRBS etc.

7. **PROJECT GOALS**

- a. Improved Consumer satisfaction
- b. Better end user support
- c. On call resolution of Consumer's queries and complaints
- d. Efficient system by reducing the back-office procedures
- e. Improved visibility of trends for PTA management
- f. Reduce walk in users and ensuring enhanced Consumer experience through support centre
- g. Generate leads for CPD, DIRBS other teams of PTA
- h. Provide a means of measuring effectiveness
- i. Achieve consistency in addressing Consumer's inquiries

8. **PROJECT OBJECTIVES**

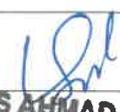
- a. Integrated CRM
 - i. Deploy a CRM which suits PTA's vision and goals through efficient support centre and any other related module/system.
 - ii. CRM should provide complete information about the Consumer while Consumer support representative provides any support to the end user.
 - iii. Deploy necessary hardware resources
 - iv. Increase end user satisfaction and loyalty by providing them requisite support on their first call
 - v. Proactive through obtaining business intelligence from CRM system
 - vi. Maintain searchable backups regarding Consumer support

9. **OVERVIEW OF CURRENT STATE**

- a. Currently PTA is managing complaints through state-of-the-art consumer support centre fully integrated with all stake holder. Following are its details.
 - i. 12 Operational Telephone Lines
 - ii. Fully functional application of complaint management system.

Technical Evaluation Criteria

Part A) Mandatory Requirement *				
1	Bidder has to produce Sales Tax and Income Tax Registration and should be on Active Tax Payer List of FBR for both income tax and sales tax.			
2	Minimum five years of relevant experience (To be reckoned from date of the oldest contract/work order etc. provided in technical bid)			
3	Submission of SECP Registration/ Registrar of Firms Certificate			
4	Valid Registration/license with PSEB			
5	Submission of bid security of Rs.500,000 (Pay order / Bank draft) along with technical proposal.			
6	Affidavit on non-judicial stamp Paper of Rs. 100 to the effect that the firm has never been black listed by any Government/Semi Government/Autonomous body.			
Part B) General Evaluation*				
S.No	Attributes	Max. Score	Points to be awarded	Criteria
1	Brief presentation / demonstration OR Physical Inspection of the Support centres locations	10		To be evaluated by the Technical Evaluation Committee (TEC) on the basis of responsiveness of demonstration adequately meeting the needs of PTA
2	Total strength of relevant Technical Staff having relevant qualification (List shall be attached with name, designation, qualification, contacts and related experience)	10		1 point/ score per relevant technical staff will be given
3	Firm Experience (minimum three years' experience required)	20		Five (05) points will be given for each year of experience beyond three years of mandatory experience
4	Projects of similar nature completed (documentary proof be provided i.e. appreciation/successful completion letter.)	20		Five (5) points will be awarded for each project of same nature on provision of appreciation/successful completion letter
5	Projects of similar nature in hand (documentary proof be provided i.e. copy of work order / agreements etc.)	25		Five (5) points will be awarded for each project of same nature on provision of work order/agreement.
6	Software capabilities and ability to meet the technical, business, and functional requirements of this bidding documents	15		To be evaluated by the TEC on the basis of details of technology platform, licensed software, backend database structure & infrastructure etc.
Sub Total		100		
Minimum technical qualifying marks are 70% in above table.				
*All supporting Documents to be attached for Annex-B.				


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The financial bid shall be submitted on separate letter head (s) of Vendor for the financial proposal mentioning the total amount as per following format and text content.

- A. Setup Cost (exclusive of GST) : Rs. _____
- B. Three years total charges for operations of the Support centre (exclusive of GST) as per following break-up:

(Amount in PKR)							
Required Resource	Per month Charges for 1 st year of Contract (1)	Total Charges for 1 st Year of Contract (2)	Per month Charges for 2 nd year of Contract (3)	Total Charges for 2 nd Year of Contract (4)	Per month Charges for 3 rd year of Contract (5)	Total Charges for 3 rd Year of Contract (6)	Total Charges for three years (2+4+6) (B)
Two (2) Supervisors							
Twelve (12) Seats							
SMS Service (Quote per SMS cost)							
SSL Certification (Quote cost)							
Grand Total (B)							

Total charges (A+B) = Rs. _____

Amount in Words: Rupees _____

*GST will be paid as per the prevailing rate of GST at the time of payment.

On behalf of _____


WAQAS AHMAD KHAN
 Deputy Director (CPD)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

Agreement

This agreement is made and entered into at **Islamabad** on this _____ day of _____ between Pakistan Telecommunication Authority (hereinafter referred to as the "Client") having its principal place of business/Headquarters at F-5/1, Islamabad on the one part

AND

M/s _____ (hereinafter referred to as "Vendor") having its principal office located at _____ on the other part.

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter shall be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of procuring the services of the Vendor for performance of the services referred to in Terms of References (the 'ToR')
- B. The Vendor is willing to perform the services as required by the Client and represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite works as per TOR to the Client in accordance with highest industry standards and satisfaction of the Client. The Vendor undertakes that the Services shall be provided only through the staff that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Vendor contained herein, the Client wishes to appoint the Vendor as set out in this agreement.

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and hereby agree as follows:

1. Scope of the Agreement

The Vendor shall perform the services specified in Annex-A, i.e. ToR and Scope of Services/ work mentioned therein, which is an integral part of this agreement (the 'Services').

2. Integral Parts

- a. Term of Reference (ToR) (Annex-A)
- b. The successful bidder shall be asked to execute the Service Level Agreement (Annex-D)
- c. The successful bidder shall be asked to execute the Non-Disclosure Agreement (Annex-E)
- d. All bidders have to produce all relevant documents desired in the Technical Evaluation Criteria (Annex-B)

3. Term

- a. The setup of CRM& Call centre shall be completed within 30 days. However, in case of any unavoidable/unforeseen delay incurred either by the Vendor or the client, necessary timeline extension would be agreed mutually between both parties.


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Headquarters F-5/1, Islamabad

- b. Total period of contract for operations of CRM & Call centre will be three years after the setup is completed.

4. Payment

- a. Payment shall be made as per the Annex-C in consideration of provision of services by the Vendor to the satisfaction of the Client as specified in Annexure-A.
- b. All amounts paid to the Vendor as per above clauses shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc.
- c. All payments to be made by the Client to the Vendor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Vendor.

5. Payment Conditions

- a. Setup cost will be paid by PTA on submission of invoice after the setup has been established and verified by the Supervisory Committee. Penalty if any shall be deducted at time of payment,
- b. Payment against call centre operations/services will be made on monthly basis, against each preceding month on submission of invoice. PTA will not pay any upfront charges; it should be part of the monthly charges.

6. Undertaking

The Vendor is required to submit an undertaking on stamp paper duly notarized, assuring that in the event of failure to perform its obligation either by delaying or providing low quality work during the agreement period, the client shall have the right to terminate the agreement after serving written notice to the Vendor.

7. Termination

Notwithstanding anything herein, the Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Vendor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality of Equipment's being provided by Vendor;
- b. Without cause, by giving three (03) days advance written notice to the Vendor.
- c. If the services do not meet the specifications, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Vendor shall only be paid for work completed up to the date of termination.
- e. The Client, shall not, because of expiration or termination of this Agreement, be liable to the Vendor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Vendor.

8. Project Administration

- a. Coordinator: The client designates Director (Consumer Protection) PTA HQs as Client's Coordinator/authorised representative; the Coordinator will be responsible for the coordination of activities essential under this agreement, for acceptance and approval of the deliverables by the Vendor and approving invoices for the payments.
- b. For payment of the invoices, approval/verification of the coordinator shall be necessary and no payment shall be made in the absence of such approval/verification as mentioned in clause 3, 4 & 5 of this agreement.

9. Confidentiality

The Vendor shall not, during the term of this agreement and after its expiry, disclose any proprietary or confidential information related to the services, this agreement or the Client's business or operations without the prior written consent of the Client

10. Ownership of Material

Any software, report, drawing or other material, graphic, etc or otherwise, prepared by the Vendor for the Client under the agreement shall belong to and remain the property of the Client.

11. Prohibited activities

The Vendor agrees that, during the term of this agreement and after its termination, the Vendor and any entity affiliated with the Vendor shall not provide any information which he may have obtained as a result of the project as the same may be harmful to the Client. In case of disclosure of any sensitive information, the party involved will be liable to pay damages to the Client or the Client reserves the right to take legal action as per applicable Laws of the country, as the case may be, and the said Vendor shall be disqualified for any consultancy/agreement/contract in future.

12. Assignment

The Vendor shall not assign this agreement or sub-agreement or any portion of it without the client's written consent. The Vendor shall promptly replace any of the employees working on the project if deemed unsatisfactory by the client.

13. Definitions and interpretations

Definitions and interpretations of the expressions and words used in this agreement shall have the same meaning as given to them in the Pakistan Telecommunication (Re-organization) Act, 1996 (the 'Act'), Pakistan Telecommunication Rules, 2000 (the 'Rules'), Pakistan Telecommunication Authority Regulations (the 'Regulations') and instructions/orders/determinations of PTA, issued from time to time.

14. Governing Law

The agreement shall be governed by and under the laws of Pakistan and the Language of the agreement will be English.

15. Resolution of Disputes

All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to:

- a. PTA's Committee on Redressal of Grievances of Bidders for amicable settlement/resolution of the dispute at first stage.
- b. In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through PTA's Committee on Redressal of Grievances of Bidders. The decision of the Authority to settle the issue amicably will be final and binding on both parties.
- c. In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued there-under, at Islamabad, Pakistan.


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Deputy Director (CPD)
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Headquarters F-5/1, Islamabad

16. Penalty Clauses

If the Vendor fails to perform the items of the Agreement within specified time due to the reasons ascribable to him, the Vendor will be subject to the following obligations:

- a. If the project is not executed within the stipulated time for each working day delayed, the Vendor shall be liable to pay Rs. 2,000 per working day to the Client for the breach.
- b. Failure of the Vendor to complete the project within 30 (Thirty) days of the time of completion of report shall be deemed a total failure of consideration on the part of the Vendor and the Client may terminate the agreement without any liability or responsibility, provided, however, the Vendor will return any or all amounts paid by the Client up to date of termination without any deduction or set-off.
- c. The said damages will be determined by the client and shall not exceed the value of the Agreement.
- d. Any and all remedies of the client for defective or delayed performance or non-performance of obligations by the Vendor shall be exclusive of other remedies for such default and the exercise by the Client of any one remedy shall not constitute a waiver by the Client of any other remedy available to the Client under this agreement or the applicable laws.

17. Force Majeure

Vendor shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of Vendor, including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment failure, computer software malfunction, electrical power failure, telecommunication line failure, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases. In the of the force majeure event the Vendor shall provide 7 days' notice of such event and its inability as a result thereof.

18. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

19. Integrity Pact

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice. Without limiting the generality of the foregoing M/s _____ represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto. M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty. M/s _____ accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the

purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP. Notwithstanding any rights and remedies exercised by GoP in this regard, M/s _____ agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

20. Annexure

Bidding documents pertain to the details of i. general instructions, iii. Financial Bid Performance etc. This **Annexure A, B, C, D & E** along with all document's forms are integral part of this Agreement and has to be read and construed as such this Agreement.

FOR THE CLIENT

Signed by _____

Official seal

Witness 1

FOR THE VENDOR

Signed by _____

official seal

Witness 2


WAQAS AHMAD KHAN
Deputy Director (CPD)
Pakistan Telecommunication Authority
Headquarters F-6/1, Islamabad

Non-Disclosure Agreement for Provision of Consumer Support Centre

This MUTUAL NON-DISCLOSURE AGREEMENT is made as of the ____ day of ____ 2022, between **PAKISTAN TELECOMMUNICATION AUTHORITY** (hereinafter referred to as “Consumer”)

AND

M/s _____ (hereinafter referred to as “vendor”), having its office at Islamabad, which includes its employees and successors.

FOR

the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material utilized through link provided by the Vendor.

2. Obligations of Receiving Party. Vendor (receiving party) shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Consumer (disclosing party). Receiving Party shall carefully restrict access to Confidential Information to employees, Vendors and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others, any Confidential Information. Receiving Party shall return to Disclosing Party any and all information, records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

IN WITNESS NON DISCLOSURE AGREEMENT has been executed in the presence of the following witnesses on the date first above written.

SIGNED on behalf of Client

SIGNED on behalf of Vendor

Official Seal

Official Seal

Witness1 _____

Witness2 _____


WAQAS AHMAD KHAN
Deputy Director (CPD)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad