

Request for Proposal

For

Providing SMS Gateway Solution over SMPP

To

PITC

Procurement Procedure:-

Single Stage, Two Envelopes Procedure

RFP Identification No.

PITC/G-224/(19) 12-2017



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

ABRIDGMENT

1. Recipient	DG (ISDS)
2. Venue	PITC Conference Room, Subbasement WAPDA House Lahore
3. Pre-bid Conference Date and Time	14-12-2017 , 11:00 A.M
4. Closing Date & Time of Technical & Financial Bids	29-12-2017 , 11:00 A.M
5. Technical Bids shall be opened	29-12-2017 , 11:30 A.M
6. Opening Date & Time of Financial Bids	Technical responsive firms shall be informed to participate in the opening process of financial bids with date and time.
7. Bid Money	2% of the total solution cost in case of LOT-A or LOT-B or both.
8. Type of Tender	Single Stage Two Envelopes
9. Cost of Tender Document	Rs.1,000/=

ITEMS REQUIRED

1. The Client (PITC) intends to procure SMS gateway solution over SMPP for providing up-to-date billing related information to its consumers. Installation, Configuration of SMS gateway solution and integration with all mobile operators is required. The vendor will deploy the solution at clients promises and solution will be property of client. Integration of short code with all Mobile Operators is also required.
2. The client (PITC) intends to communicate with its 22 million customers through SMS (Incoming, Outgoing, On-net, Off-net, transactional etc). Services of TELCO (s) are required for this purpose.

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Letter of Invitation

Subject: **Request For Proposals (RFP): Providing SMS Gateway Solution over SMPP**

1. The Client (PITC) intends to procure SMS gateway solution over SMPP for providing up-to-date billing related information to its consumers. (About 22 million electricity consumers). In this connection, the services of mobile operator (s) / vendors for the satisfactory completion of the subject assignment are required.
2. The Client accordingly invites proposals for providing SMS gateway solution for providing up-to-date billing related information for its consumers. (About 22 million electricity consumers). Detail of which is provided in Section-4.
3. Selection of firm / Company for the project shall be made under quality and cost basis (QCBS) criteria. Bid evaluation criteria are described in the Section-5 (Bid Evaluation Methodology). This RFP document comprises of the following sections.
 - Section-A – Letter of Invitation.
 - Section-1 – Instruction to Bidders.
 - Section-2 – Data Sheet.
 - Section-3 – Technical Requirement.
 - Section-4 – Scope of Work.
 - Section-5 – Bid Evaluation Methodology.
 - Section-6 – General Conditions of Contract (GCC).
 - Section-7 – Special Conditions of Contract (SCC).
 - Section-8 – Contract Forms.
 - Section-9 – Bidder Response Forms.
4. Bidders are invited to submit a comprehensive Technical Proposal in duplicate (One original + One copy) in separate sealed envelope. The proposal should be submitted in English Language.
5. In the event you desire any explanation to RFP documentation, you may contact the office of the undersigned not later than 07 days before last submission date of the proposal.
6. Client reserves the rights to accept or reject any or all the proposals prior to the acceptance of proposal and without incurring any liability to the applicants or any obligation there under and the Clients decision shall be final and binding and shall not be challenged.

Director General (ISDS)
PITC

DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

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

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

BACKGROUND

Power Information Technology Company (PITC) being the part of the system and technology provider for all the DISCOs for multiple ICT solutions will be an enabler of the solution in order to ensure the uniformity and smooth transfer of technology to each end user i.e. DISCO.

To facilitate DISCOs in improving their billing system and customer support services PITC intend to deploy new state of the art SMS gateway solution over SMPP. PITC intends to integrate its short code with all mobile operators. The SMS gateway solution provider (Mobile Operator(s) / vendor) will provide the facility to send transactional SMS to registered / non-registered mobiles of consumers of DISCOs with accuracy. The agency (Mobile Operator(s) / vendor) should provide software to facilitate multiple text formats for messages sent to the consumers of DISCOs and internal staff of DISCOs & PITC. The solution provider will format the SMS templates and coordinate with PITC for approval of new messages or changes in messages as per PITC requirement. The solution provider will maintain total SMS delivery report with proper acknowledgement. About 22 million electricity consumers are expected to be covered in phases.

SECTION-I: INSTRUCTIONS TO BIDDERS

1. Name of the Purchaser.

Power Information Technology Company (PITC)

2. Website of the Purchaser

www.pitc.com.pk

3. Cancellation of Appointment

The contract between the parties is subject to cancellation due to any of reason mentioned hereunder:

- a) Submission of false particulars or fake documents.
- b) Any deviations from conditions of the contract.
- c) Refusal by the Contractor to execute the job as per scope / quoted rates.
- d) Manipulation of rates by cartelization shall be viewed very seriously by the Purchaser. If such a situation comes to the notice of the Purchaser and /or there are reasons / circumstances for the Purchaser to believe so, the concerned Contractor will be called in to give justification of proposal/rates quoted by him. In case PITC is not satisfied with the justification of the firm regarding their quoted rates/ proposal, their appointment is liable to be cancelled.
- e) Any other reason deemed fit by the Purchaser for cancellation.

Such Contractor, whose appointment is cancelled due to any of the above reasons, will not be considered for subsequent assignments for a period of three years.

4. Subcontracting

The Contractor shall not be permitted to sub-contract any part of its obligations under the Contract with PITC.

5. Intellectual Property

PITC, shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by PITC, including but not limited to all templates, reports, designs, records, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of *inter-alia* use or sub-license of such Services under this Contract. The Contractor should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals at its sole cost that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor undertakes to assign those Intellectual Property Rights to Purchaser on creation.

The Contractor shall undertake to ensure that all approvals, registrations, licenses, permits and rights etc. which are *inter-alia* necessary for use of the goods supplied / service provided by the Contractor, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Contractor solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the terms of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser. The Contractor shall ensure that while he uses any software, hardware, processes, document or material in the course of performing the Services, he does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel or personnel of any of its consortium members or sub-contractors during the course of performance of the Related Services. In case of any infringement by the Contractor, the Contractor shall have sole control of the defense and all related settlement negotiations.

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

6. Area of Work

The Contractor shall be required to work in PITC, WAPDA House, Lahore and anywhere in Pakistan.

7. Confidentiality

The Contractor/Consortium and the personnel of any of them shall not disclose the terms, conditions or any information related to the project unless approved by Company. This Condition is applicable for five (5) years after the completion of entire Project.

8. Bid Security / Earnest Money Deposit (EMD)

The bidder will submit a bid security of 2% of total cost of solution (Lot-A or Lot-B or both) in shape of Bank Guarantee/Demand Draft, valid for 90 days from the date of submission of bid issued in favor of Chief Executive Officer PITC, WAPDA House, Lahore. The bid security issued by any scheduled bank of Pakistan. Cheques will not be acceptable in any case.

Within (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the Performance Security Form GCC clause 23 using form included in Section VIII). The value of Performance Security shall be 10% of the work order value to be issued by any scheduled bank of Pakistan. The Performance Security will be valid till the completion of the assignment or any such extended period as decided by the Purchaser.

Bid Security and Performance Guarantee shall be furnished on non-judicial stamp paper of the value prescribed by the Government.

9. Bid Validity Period

Bid should be valid for a period as specified in the Data Sheet from the date of opening of financial proposal.

10. Acceptable Banks

All bank related documents shall be submitted only from scheduled banks of Pakistan.

11. Escalation of Prices

The quoted prices will be firm and final and will not be escalated for any reason what so ever.

12. Bid Submission.

The complete offer should be submitted as under:-

- a) The original and all copies of the Bid shall be clear & typed (without cutting) in indelible ink and shall be signed by the Bidder or a duly authorized person. The authorisation (Power of Attorney) shall be provided in writing and must be an integral part of the Bid. All pages of the Bid shall be initialled by the person or persons signing the Bid.
- b) The Bid shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- c) Non-submission of the required information/data shall render the offer liable for rejection.
- d) Alternate bid shall not be accepted
- e) Electronic bid shall not be acceptable.

13. Acceptance / Rejection

PITC reserves the right to accept or reject any or all of the bids or a part thereof at any stage without any liability.

14. Formulation of Cartel or Collusion

If formulation of Cartel or Collusion is observed in any of the bid/s, action will be taken against the relevant bidders which may tend to black listing and any other action /remedies available under law.

15. Payment Clause

Payment of the solution supplied will be made directly by consignees to vendor on monthly basis after submitting comprehensive report of SMS sent and received with following supporting documents:

- i.
 - a) Invoice in triplicate in the name of PITC having NTN.
 - b) Solution Deployment Report by PITC.
 - c) Report of Actual number of SMS received and sent.
 - d) Service Satisfaction Report by PITC
 - e) Sales Tax Invoice (if not exempted) or attach exemption certificate.
 - f) Non-payment certificate.
- ii. The payment of GST fixed by the Government will be made to the solution provider on production of original GST return cum payment Challan in favour of PITC and sales summary or any other documents as required under the Sales Tax Act 1990 as amended till date.
- iii. Partial deliveries & part payments will not be allowed.

16. Late Bid

The Purchaser shall not consider any bid that arrives after the dead line for submission of bid. Any bid received by the purchase after the dead line for submission of bid shall be declared late, rejected and returned unopened to the bidder.

17. Modification of Bids

- a) The Bidder may modify or withdraw his Bid after the submission of Bid, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
- b) No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder

18. Amendment of Bid Schedule

- a) At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Schedule/Bidding Documents by amendment.
- b) The amendment will be notified in writing or by Fax, email or courier to all prospective Bidders who have received the Bid Schedule/Bidding Documents and will be binding on them.

19. Sealing and Marking of Bids

- i. The Bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "Original" or "Copy".
- ii. The inner and outer envelopes shall be:-
 - a) Addressed to the purchaser at the following address:-
“Director General ISDS, PITC, 402-WAPDA House Lahore”.
 - b) Bear the nomenclature of the services, the Request for Proposal (RFP) number, and the words **"DO NOT OPEN BEFORE 11:30 A.M on 29.12.2017."**

- c) In addition to above, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late".
- iii. If the outer envelope is not sealed and marked as required, by the purchaser, purchaser shall not be responsible for the bid's misplacement.

20. Delivery Schedule

Schedule of Contractor will start from the date of award of Contract.

21. Technical and Financial Scoring

If the Bidder does not accept the score evaluated by evaluation committee, its Bid shall be rejected, and its bid security shall be forfeited.

22. List of Documents to be submitted with the bid

- i. Technical Proposal (sealed in envelop marked as **technical proposal**) duly supported by all the relevant documents / experience certificates supported by copies of contract Agreement successfully completed, End-user certificates on the prescribed formats as attached in this RFP in Section IX under heading "Bidder Response Form" from F-1 to F-6.
- ii. Bid Security along with original deposit receipt issued against the purchase of bidding documents.
- iii. Authorization letter issued by the bidder in favor of person participating in the tender opening process and authorized for making further correspondence with the purchaser, attesting three specimen signatures of the authorized person with Computerized National Identity Card (CNIC) along with a copy of CNIC. This authorization shall be issued on letter head of the principal bidder.
- iv. Each page of the bidding document is to be signed and stamped by the bidder or his authorize representative.

23. Delivery Period:

The delivery, Installation / Configuration f SMS gateway service as per "Scope of Work" will be completed within 20 days of issuance of purchase / work order.

24. Forfeiture of Security Bond / Bank Guarantee / Performance Bond

PITC has the right to forfeit the Security Bond / Bank Guarantee /Performance Bond:-

- i. If the Contractor:-
 - a) Fails to provide the services within the time specified.
 - b) Commits any breach of contract.
- ii. For other reasons specified in the Contract by the contracting officer for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer of Purchaser for losses suffered due to non-delivery or breach of Contract or for any other reasons, the contracting officer of purchaser shall have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any OTHER DISCO/ GENCO/NTDC/DISCO /PITC or from any claim due to the Contractor from any other DISCO/ GENCO/NTDC/DISCO /PITC.

25. Disclosure Clause

The Contractor 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 sub division 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 the Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP, except that which has been expressly declared pursuant hereto. The Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. The Contractor accepts full responsibility and strict liability for making any false declaration, no making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law contract or other instrument, be voidable at the option of GOP.

Notwithstanding any right and remedies exercised by GOP in this regard, the Contractor agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP. Please acknowledge receipt in token of acceptance at the earliest, but not later than 15 days from the date of purchase order.

SECTION-II: BID SUBMISSION DATA SHEET

1.1	The Purchaser will provide the following inputs:	Any information or assistance required for the successful completion of the assignment subject to availability and conformity with the existing legal system at that time.
1.2	The documents enclosed are:	1. Data Sheet 2. Scope of Work 3. General conditions of contract 4. Special conditions of contract 5. Payment Terms
1.3	Bid Security / Earnest Money Deposit (EMD)	Earnest Money @ 2 % of total quoted price in the form of Bank Guarantee / Demand Draft / CDR in favor of CEO, PITC, issued by a scheduled bank of Pakistan.
1.4	Validity period	Ninety (90) Days from the date of opening of Financial Bid cum commercial proposal.
1.5	Commencement of Assignment	As per Letter of Award /Letter of Intent.

SECTION – III: TECHNICAL REQUIREMENT**(Installation / Configuration f SMS gateway service)**

The Bidder must be all Mobile Operator (s) working in Pakistan and having sufficient experience in managing bulk SMS services.

Financials:		
<ul style="list-style-type: none"> • Shall have an annual turnover (to be assessed on full year period) of at least Rs. 50 Million. • Shall have positive net worth for the immediate preceding year. • Cash flow shall be positive immediate preceding year. 		
Experience		
<ul style="list-style-type: none"> • Shall have experience of managing such services for five (05) organizations, which are customer focused with a large customer base, in the last three (5) years in local public sector organization. 		
<ul style="list-style-type: none"> • The team personnel proposed for this implementation must have relevant experience of deployment of such type of SMS service. 		
No.	Field	Minimum resume count that needs to be submitted with 05 year experience
		OR
1	SMS Service Deployment Engineer	1 employee
2	SMS Service configuration Expert	1 employee
3	System / Network Expert	1 employee

SECTION-IV:

I. SCOPE OF WORK

LOT-A

The Client (PITC) intends to procure SMS gateway solution over SMPP for providing up-to-date billing related information to its consumers. Installation, Configuration of SMS gateway solution and integration with all mobile operators is required. The vendor will deploy the solution at clients premises and solution will be property of client. Integration of short code with all Mobile Operators is also required. The SMS gateway should expose a single API to send / route the SMS to the concerned Telco SMSC.

The SMS gateway/service-providing agency (Operators Only) will provide the facility to send transactional SMS to register / non registered mobiles of customers of DISCOs with accuracy. The agency should provide software to facilitate multiple texts formats for messages sent to customers of DISCOs and their internal staff. The service provider will format the SMS templates and coordinate with PITC for approval of new messages or changes in messages as per PITC requirement. The total SMS delivery report with proper acknowledgement will be maintained. Presently, PITC is serving about 22 million customers of all DISCOs.

Process Detail:

- i. Bulk SMS to all mobile numbers across the country irrespective of mobile operator.
- ii. Bidder's capability to mask outgoing SMS from PITC to Customer.
- iii. Customer will reply with customer id.
- iv. Customer will be registered and will receive successfully registration message.
- v. The bidder will maintain database of registered customer's mobile number, customer id, etc.
- vi. SMS software will be integrated with PITC data server for fetching Customer meter reading, Billing information, Payment, load shedding, maintenance schedule etc. in routine and will send this information to Customer.
- vii. Customer will be able to send SMS message to know information regarding meter reading, billing date, payment confirmation and same shall be replied by the system of bidder
- viii. PITC may send Bulk SMS from time to time to customers and general public for marketing, awareness and announcement purposes.
- ix. The bidder will be responsible for providing web based information to enter data related with load shedding and maintenance shutdown. The entered information will be maintained in bidder's database.
- x. Customer will also query for Load Shedding/ Feeder information/shutdown schedule.
- xi. At any time customer may change his mobile number by replying to short code providing Customer id with the already registered mobile no.

The following items are included as part of scope of work for implementation of solution.

A. SMS Messaging Services

i. PITC's Short Code:

The Bidder / Mobile Operator (s) will have to integrate with already acquired short code of PITC (PITC's ownership) so that customers can send SMS to PITC through any of the mobile phone companies operating in Pakistan.

ii. Registration:

The customers should be able to send an SMS to the short code of PITC to register themselves for various alerts. Similarly, customers should be able to un-register for alerts or change their registration information through SMS.

iii. Bulk SMS:

PITC will send Bulk SMS from time to time to the customers and general public for marketing, awareness and announcement purposes. These messages will be of general nature and may or may not contain customer specific data. List of mobile numbers will be governed by a certain selection criteria to be decided by PITC from time to time.

iv. SMS Alerts i.e. Transactional SMS Sent:

Following customer-specific SMS alerts will be sent to customers automatically using specific SMS templates:

- a) Complaint Registration & replies
- b) Meter Reading
- c) Billing
- d) Disconnection Notice
- e) Payment Acknowledgement
- f) Load-shedding Schedule
- g) Shutdown Schedule
- h) Etc.

v. On Demand Information through SMS i.e. Transactional SMS Received/Sent:

Customers should be able to request information by sending an SMS to PITC's short code on certain templates. Following customer-specific alerts will be automatically sent to in response to a request SMS using specific SMS templates:

- a) Meter Reading
- b) Billing
- c) Payment Acknowledgement
- d) Load-shedding Schedule
- e) Shutdown Schedule
- f) Etc.

All outgoing SMSs will bear the word 'PITC' or respective DISCO name as sender title. PITC may choose to add/subtract other SMS based information services from time to time within the general scope of work.

B. PITC expects the service provider to handle three different types of SMSs:

Message Type	Description
Bulk SMS	The SMS text sent to a list of mobile numbers
Transactional SMS Sent	SMS text to registered / non-registered mobile numbers with customer specific data. However, the specific text of the message is based upon a template and certain fields will be replaced with variable data.
Transactional SMS Received	An incoming SMS message, which has to be received, processed and replied to.

NOTE: Text message is expected to be limited within range of 160 characters. However bidder needs to mention in the bid the message charging criteria, if the text length exceeds the limit of 160 characters.

C. Integration with PITC Applications:

The Bidder / Mobile Operator (s) will be required to integrate its SMS gateway system/solution, with PITC's existing or any new applications during the contract period. All the integration will be bidder's sole responsibility. All the infrastructure including hardware, software, interfaces, adapters required for successful service delivery shall be the bidder's responsibility. However, any work or changes required in PITC's internal applications will be the responsibility of PITC.

The Bidder / Mobile Operator (s) will also be responsible for implementing an SMS management module as a middleware between its SMS gateway and PITC applications, which will

- i. Extract datasets from PITC applications using various interfaces
- ii. Keep the datasets until each dataset is updated at its designated frequency (daily, weekly, monthly etc.)
- iii. Construct and dispatch SMSs based on the datasets for registered and non-registered users
- iv. Manage registrations through SMS and keep registration record updated by integrating the SMS registration record with the one provided by PITC or integrated with other channels, which is such as website, manual requests etc.
- v. Keep track of SMSs sent and received for 6 months or more

D. Customer Database & Other Data

PITC shall provide to the Bidder / Mobile Operator (s) a database of customers with customer ID, reference numbers, registered mobile numbers collected through other channels website etc as well as other relevant information (if any) such as customer name, address, Circle, Division, Subdivision and feeder names etc. Over time, this customer database will change as additional existing customers register their mobile numbers with PITC. In addition, the customer database can change based on self-registration via SMS short code as described above. Finally, the customer database can change based on new customer added. The Customer Database and all Other Data shall be the property of PITC. The Bidder / Mobile Operator (s) cannot use the information in this database for any purpose other than specifically authorized by PITC. The bidder will have to sign a Non-Disclosure Agreement (NDA) to that effect. Any breach of this confidential information or misuse of this information (for example unauthorized SMS messages being sent to this database) shall be cause for immediate contract termination and other punitive action, which PITC may choose to take.

E. SMS Dispatch Report

The bidder will provide a daily ‘SMS Dispatch Report’ certified by the Bidder / Mobile Operator (s), which dispatches the SMS to the end user within 10 days of a said date. The report format will comprise at least the following information:

- i. Phone #
- ii. Customer ID
- iii. Timestamp
- iv. Message Text

Similarly, an SMS Receipt Report will be furnished with the same information on daily basis. The report will be delivered electronically in a format to be specified by PITC.

F. Expected Service Volumes

The following are the Expected Service Volumes:

Message Type	Monthly Volume (Initial)	Monthly Volume (Maximum)
Bulk SMS	1,000,000	22,000,000
Transactional SMS Sent	500,000	22,000,000
Transactional SMS Received	500,000	10,000,000

Data of mobile phone numbers along with reference numbers will be required to send SMS to customers. Bulk SMS will be sent to all mobile phones across the country for registration of customers. Therefore monthly volume of bulk SMS sent will depend upon the data received through SMS and by other means. PITC may stop this awareness campaign/data gathering exercise at any stage, the authority decides that enough data has been gathered.

Transactional SMS will be sent to all registered customers at least once a month.

G. Other Responsibilities

It is Bidder / Mobile Operator (s) responsibility to get all types of clearances, license requirements from Government and all the concerned regulators for smooth & hassle free functioning of SMS services.

It is Bidder / Mobile Operator (s) responsibility to complete all the statutory / regulatory compliance and any liaising requirements.

H. Technical Requirements

i. SMS Gateway APIs (Application Program Interfaces)

The APIs provided by the SMS Gateway will be used by multiple applications within PITC. The SMS Gateway APIs must have below mentioned functionalities:

- i. Minimum Throughput of 500 SMS/sec to prevent SMS queue formation at PITC
- ii. Full support for HTTP, HTTPS, FTP, SMPP, and Bulk SMS.
- iii. Provision for binding IP address to restrict the SMS sending host machines.
- iv. Support for short code number or Sender IDs defined by PITC.
- v. Support for the creation and use of unlimited number of user defined SMS templates.
- vi. Unicode character support for sending SMS in multiple PITC.
- vii. Provision for SMS wise and Number wise Scheduling/Rescheduling in working and non-working days.

ii. SMS Gateway Web GUI (Graphical User Interface)

- a. It should be secured via SSL and user id/password based access control and open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- b. Ability to create and manage groups. Further, it must be possible to send SMS to individual numbers or groups directly without entering the individual numbers again.
- c. Multiple upload formats like CSV, Excel and XML for uploading list of mobile numbers along with plug-in for sending SMS.
- d. Provision for cancellation of SMS queue.

iii. Delivery Receipt/Report/Acknowledge and Audit trail

- a. SMS gateway should send back a Delivery Receipt/Report/Acknowledge after delivery via Web/Email/SMS.
- b. SMS gateway should also provide audit trail via Web/Email/SMS for the SMS sent.

iv. MIS (Management Information Systems) Reports

- a. Online web based tools should be provided for MIS reports. This should be secure via SSL and user id/password based access control and should open on all popular browsers (i.e. Internet Explorer, Google Chrome, Opera, Safari, Firefox, and Netscape etc.).
- b. Should have the ability to provide sent SMS's monthly/quarterly Report (offline and online) containing following fields: Mobile Number/MSISDN Complete Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National / International Sender Name/ID, Date/time of SMS received at the gateway, Date / time of SMS send to the operator, Date/time of SMS delivered to the end subscriber, Final Status of the SMS, Status description etc. The solution should be capable of generating detailed report in Excel/ PDF.
- c. Must be able to provide monthly/quarterly summary reports that show the delivery performance including average time to submit request, successful deliveries, Mobile number and SMS list where SMS could not be delivered for each transmission with reason for failure.

v. Downtime:

- a. SMS Gateway must have 99% uptime and should be available on 24x7 bases.
- b. All SMS should be delivered within 2 minute.
- c. Must have a 24x7 online ticketing mechanism and toll free numbers for logging and tracking all the complaints raised by the PITC.

- d. All SMS messages are to be delivered to the recipients within 10 seconds of receipt of the message at provider’s server and expected to be delivered to the mobile subscriber within 30 seconds.

LOT-B

The client (PITC) intends to communicate with its 22 million customers through SMS (Incoming, Outgoing, On-net, Off-net, transactional etc). Services of TELCO (s) are required for all types of messages.

The following are the Expected Service Volumes:

Message Type	Monthly Volume (Initial)(Up To)	Monthly Volume (Maximum)
Bulk SMS	1,000,000	22,000,000
Transactional SMS Sent	500,000	22,000,000
Transactional SMS Received	500,000	10,000,000

Note:

- i. The Bidder / Mobile Operator (s) should mention registration / transactional SMS charges to be charged from end user DISCOs (customers) as it has weightage for evaluation.
- ii. The Operator will provide SMPP connection that will be integrated with SMS gateway solution defined in LOT-A.
- iii. Full support for HTTP, HTTPS, FTP, SMPP, and Bulk SMS.
- iv. Bidders may participate in any LOT.

SECTION – V BID EVALUATION METHODOLOGY

The following is the Bid process / evaluation methodology that will be adapted by Utilities for appointment of Contractor.

a. Single Stage – Two envelopes Procedure

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
- v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- ix. The bid found to be the lowest evaluated bid shall be accepted.

- b. Alternate bids** will not be allowed. Alternate technical modules, methodologies, approach, project plan or timelines that deviate from the defined scope will be considered as alternate bid and will be considered as non-responsive.
- c. Preliminary Evaluation** The technical proposals will be reviewed for deviations, acceptance of terms and conditions, adherence to scope of work, formats required, purchase of bid document etc., In case of non-compliance on any of the above, bids will be considered as technically non-responsive.
- d. Evaluation**
- i. The total points for bid evaluation are 100 out of which the technical bid will carry 70 points and financial will be weighed 30 points.
 - ii. Technical bids will be evaluated as per given criteria in clause f below. The bidder will be declared technically qualified if score of technical factors is 70% or more.
 - iii. The financial bids will be opened only of those firms who will be technically qualified.
 - iv. The maximum points of financial bids will be allotted 30 to the lowest price bid that is opened and compared among those invited firms which obtain the threshold points in the evaluation of the technical component. All other price bids will receive points in inverse proportion to the lowest price; e.g;

$$\text{Price Score} = \frac{(30 \times \text{Lowest Bid Price})}{\text{Price Score of Bidder}}$$

Example:

1st Lowest Bid Price = 1000

2nd Lowest Bid Price = 1050

Price Score of 1st Lowest Bidder = $(30 * 1000)/1000 = 30.00$

Price Score of 2nd Lowest Bidder = $(30 * 1000)/ 1050 = 28.57$

- v. The technical responsiveness will be determined by evaluating the following factors.

e. Technical Evaluation Formula

Sr. No	Factors	Max. Score
I.	Company profile	
	i. Type of Company Pvt Limited = 05 marks Partnership = 03 marks Proprietary = 02 marks	5
	ii. Age of Company (1/2 mark per year)	3
	iii. Financials Annual Turnover for IT related services including SMS services Rs. 50 Million or above = 10 Marks Annual Turnover < Rs. 50 Million & >= Rs. 20Million = 05 Marks Annual Turnover < 20 Million = 03 Marks	10
	iv. Experience with WAPDA/PEPCO/PITC/DISCOs/NTDC	2
II.	A list of clients to whom the bidder has done or been doing related business	5

	during last 5 years along with their Names, Addresses, Phone Numbers.					
III.	Qualified staff position of the firm (attach list). experience \geq 05 years or above 3 marks for each individual experience \leq 05 years and $>$ 03 years 2 marks for each individual experience \leq 03 years and $>$ 01 years 1 mark for each individual					10
	Sr. #	Name	Post	Qualification	Total Experience	Experience with present employer
	Prior Experience in Sending Bill or Transactional information for more than 3 Year via SMS. (Only services provided to the following set of customers shall be considered: Utility Companies (Electricity, Gas or Water) Telecom Companies (including PTCL and all mobile operators) Scheduled Banks A minimum volume of 500,000 SMS messages per month must be sent for the experience to be eligible. (Documentary proof to be attached)					15
IV.	Technical responsiveness of solution					20
Max. score						70

SECTION-VI: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be corrective, complementary, and mutually explanatory
2. Corrupt Practices	2.1	The Purchaser requires bidders and contractors to observe the highest standard of ethics during the execution of such contracts.
	(a)	The following definitions apply: “Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.
		“Collusive practice” means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a procurement process or the execution of a contract;
		“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
	(b)	The Purchaser will reject a proposal for award if determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the Contract.
3. Interpretation	3.1	In this Contract unless a contrary intention is evident:

	(a)	The clauses headings are for convenient reference only and do not form part of this contract. The headings shall not limit, alter or affect the meaning of this Contract;
	(b)	Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
	(c)	Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
	(d)	A word in the singular includes the plural and a word in the plural includes the singular;
	(e)	A word imparting a gender includes any other gender;
	(f)	A reference to a person includes a partnership and a body corporate;
	(g)	A reference to legislation includes legislation repealing, replacing or amending that legislation;
	(h)	Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
	(i)	In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this Contract hereof shall prevail
	3.2	<p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	3.3	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
	3.4	<p>Non-Waiver</p> <p>Subject to GCC Clauses 32 and 34 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	3.5	<p>Severability</p> <p>If any provision invalid or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
4. Language	4.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser, shall be written in English. Supporting documents and printed Literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the contract, this translation shall govern.

	4.2	The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.
5. Joint Venture, Consortium or Association	5.1	If the Contractor is a joint venture, consortium, or Association persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a lead member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
	(a)	for the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, supplier shall refer to the lead member who shall be the sole point of interface between the Purchaser and the consortium and would be absolutely accountable for the performance of its own, the other members of consortium and/or its team's functions and obligations.
	(b)	All payments shall be made by the Purchase in favor of the lead member.
	(c)	No amendment or modification shall be made to the MOU executed between the members of the consortium at time bidding for empanelment, without the prior approval of the Purchaser.
6. Eligibility	6.1	All national parties shall have relevant experience in similar services.
7. Location	7.1	The Services shall be provided from within Pakistan.
8. Effectiveness of Contract	8.1	This Contract shall come into force and effect on the date (the "Effective Date") of the contract.
9. Authority of Member in Charge	9.1	The Consortium Members (if any) hereby authorize _____ to act on their behalf in exercising the entire Contractor' rights and obligations towards the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser.
10. Authorized Representatives	10.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: <ul style="list-style-type: none"> a) On behalf of the Purchaser by DG(ISDS) or his designated representative; b) On behalf of the Contractor by _____ or his designated representative.
11. Relation between the Parties	11.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Purchaser and the Contractor. The Contractor, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder and such personnel shall be construed to be employee of the Contractor and not DISCO and he will be responsible for due compliance with all applicable labor laws provisions to the complete exclusion of DISCO.
12. Notices	12.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in

		writing” means communicated in written form with proof of receipt.
	12.2	Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address:
	12.3	For the Purchaser: _____ Attention: _____ Fax : _____ E-Mail : _____
	12.4	For the Contractor: _____ Attention: _____ Fax : _____ E-Mail : _____
	12.5	Notice will be deemed to be effective as follows: a) In the case of personal delivery or registered mail, on delivery; b) In the case of fax, twenty four (24) hours following confirmed transmission;
13. Governing Law	13.1	The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan. The Courts in Lahore shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.
14. Settlement of Dispute	14.1	The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	14.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation (must be recorded), either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
15. Scope of Work	15.1	The services to be rendered by Contractor shall be as per scope of work (Given in the section IV-Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.
	15.2	Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.
16. Commencement of Services	16.1	The Contractor shall begin carrying out the services immediately viz. from the date of issue of Letter of Award (the “Starting Date”), or on such date as the Parties may agree in writing.

17. Delivery	17.1	The Delivery of Services and Completion of the Related Services shall be in accordance with as specified in the Section IV, Scope of Work and acceptance of the services rendered by the Purchaser.
	17.2	The Contractor, in relation to its deliverables, shall provide any supporting data or information required by the Purchaser.
18. Contractor Responsibilities	18.1	The Contractor shall provide the services mentioned in the scope of work and the completion schedule, as per Section–IV – Scope of work.
19. Purchaser’s Responsibilities	19.1	For successful completion of the assignment, as and when required by the Contractor, the Purchaser shall provide data and support based on availability of the same and without prejudice.
	19.2	The Contractor shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20.
	19.3	A Standing Committee of DISCO shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc to the Contractor.
	19.4	The Standing Committee of DISCO shall approve all such documents within thirty (30) working days.
	19.5	Purchaser may provide on Contractor’s request, particulars /information /or documentation that may be required by the Contractor for proper planning and execution of scope of work under this Contract.
20. Contract Price	20.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	20.2	Price charged by the Contractor for the service provided under the Contract shall not vary from the prices quoted by the Contractor in its bid.
	20.3	DISCO will not pay any other expenses (the out of pocket or any other shape) except as approved against financial proposal. 20.3The currency of contract will be defined in SCC and is in Pak rupees and there is no foreign currency component involved.
	20.4	The currency of contract will be defined in SCC and is in Pak rupees and there is no foreign currency component involved.
21. Terms of Payment	21.1	The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work /change order on account of change order will be submitted by the Contractor unless the said extra work /change order has been authorized /approved by the Purchaser in writing.
	21.2	The Contractor’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17. The Contractor shall submit the bills in triplicate to the concerned department.
	21.3	Payments shall be made promptly by the Purchaser, not later than forty five (45) days after submission of an invoice (duly complete in all

		respect) along with supporting documents or request for payment by the Contractor, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program /schedule the payment may be withheld by the purchaser.
	21.4	The final payment under this Clause shall be made by the purchaser only after satisfactory completion of the activities mentioned in the Scope of Work.
	21.5	If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Contractor's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor, or recover from performance bond in case of last payments etc.
22. Taxes and Duties	22.1	The Contractor and the personnel shall pay the taxes, duties, fees, levies and other imposition levied under the existing, amended or enacted laws during life of this contract and the Purchaser shall perform such duties in regard to the deduction of such tax as may be lawfully imposed pursuant to the relevant tax laws and any amendment thereto.
	22.2	Payment of taxes /duties shall not be made separately in any case.
23. Performance Security	23.1	The Contractor shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	23.2	The Purchaser shall at its whole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Contractor commits any delay or default in Services rendered or commits any breach or the terms and conditions of the Contract.
	23.3	The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms of Appendix-2.
	23.4	The Performance Security shall be discharged by the Purchaser and returned to the Contractor not later than twenty-eight (28) days following the date of completion of the Contractor's performance obligations under the Contract, unless specified otherwise in the SCC.
24. Intellectual Property	24.1	Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all source code, object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements /documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor undertakes and warrants to assigns those

		Intellectual Property Rights to Purchaser on creation.
	24.2	The Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Contractor (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the terms of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
	24.3	The Contractor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or court proceedings and ancillary legal expenses relating to any breach or violation of any permission /license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel during the course of performance by the Contractor, the Contractor shall have sole control of the defense and all related settlement negotiations.
25. Confidential Information	25.1	The Contractor and the personnel of contractor shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.
	25.2	The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	25.3	The Obligation of a party under this clause, however, shall not apply to information that: (a) The Purchaser or Contractor need to share with the institution participating in the financing of the contract; (b) Now or hereafter enters the public domain through no fault of that party; (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or

		indirectly, from the other party; or d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	25.4	The above provisions of GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	25.5	The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract
26. Subcontracting	26.1	The Contractor is not permitted to sub-contract.
27. Service Quality	27.1	The Purchaser may reject any Service rendered or any part thereof that fail to conform to the requirement of the purchaser.
28. Liquidated Damages and Penalty	28.1	Except as provided under GCC Clause 32, if the Contractor fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.
29. Liability / Indemnity	29.1	The Contractor hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Contractor agrees to indemnify the Purchaser and its officers, servants, agents (“Purchaser Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
	(a)	any negligence or wrongful act or omission by the Contractor or its agents or employees or any third party associated with Contractor in connection with or incidental to this Contract; OR
	(b)	any infringement of patent, trademark /copyright or industrial design arising from the use of the supplied Goods and Services or any part thereof.
	29.2	The Contractor shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

	29.3	<p>The Contractor shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Contractor in performing the Contractor's obligations or in any way incorporated in or related to the assignment. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that Installation / Configuration of SMS gateway service and back office Services becomes non-infringing at its sole cost and expenses.</p> <p>Survival on Termination</p> <p>The provisions of this Clause 29 shall survive Termination.</p>
	29.4	<p>Defense of Claims: If any proceedings are brought or any claim is made against the Purchaser arising out of the matters, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.</p>
	29.5	<p>The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p>
30. Limitation of Liability	30.1	<p>Except in cases of gross negligence or willful misconduct:</p>
	(a)	<p>Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser as referred to in Clause 28.1 of this Contract; and</p>
	(b)	<p>The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>

31. Change in Law and Regulation	31.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site /area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been directly affected in the performance of any of its obligations under the Contract.
32. Force Majeure	32.1	For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, act of terrorism or sabotage, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
	32.2	Force Majeure shall not include: Any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Contractor s or agents or employees, nor. Any event which a diligent Party could reasonably have been expected to both (i) Take into account at the time of the conclusion of this Contract, and (ii) Avoid or overcome in the carrying out of its obligations hereunder.
	32.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
	32.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
	32.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than forty eight (48) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
	32.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	32.7	The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.
	32.8	Any period within which a Party shall, pursuant to this Contact, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a

		result of Force Majeure.
	32.9	Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
33. Change Orders and Contract Amendments	33.1	The Purchaser may at any time order the Contractor through Notice to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.
	33.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's Change Order.
	33.3	No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
34. Extensions of Time	34.1	If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of services pursuant to GCC Section-IV, the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	34.2	Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of services is caused due to any delay or default of the Purchaser, any extension granted under clause 34 shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to GCC Clause 28.
35. Suspension	35.1	The Purchaser may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding seven (7) days after receipt by the Contractor of such notice of suspension and shall invoke contract performance guarantee.
36. Termination	36.1	Termination of Contract for Failure to Become Effective If this Contract has not become effective within seven (7) days of the Effective Date thereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
	36.2	Termination for Default
	(a)	The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor terminate the Contract in whole or in part: (i) If the Contractor fails to provide acceptable quality of services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

		<ul style="list-style-type: none"> (ii) If the Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or (iii) Any representation made by the bidder in the proposal is found to be false or misleading. (iv) If the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser. (v) If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings. (vi) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days. (vii) If the Contractor has been black listed by any Government agency due to misconduct etc. <p>(b) In the event DISCO terminates the Contract in whole or in part, pursuant to GCC Clause 36, DISCO may procure, upon such terms and in such manner as deems appropriate, Goods or Services similar to those undelivered or not performed, and the Contractor shall be liable to the DISCO for any additional costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.</p>
	36.3	<p>Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving seven (07) days' Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p>
	36.4	<p>Termination for Convenience</p> <p>The Purchaser, reserves its right to serve thirty (30) days' notice and Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time at its convenience without assigning any reason what so ever. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, in whole or in part and the date upon which such termination becomes effective. However the Contractor accepts, undertakes and warrants to the Purchaser that he will not be able to terminate the Contract for a period of six (06) months from effective date. However, The BPO Service Provider may be entitled to terminate the Contract after expiry of the six (06) months period above mentioned.</p>
	36.5	<p>Consequences of Termination</p> <p>Upon Termination of the Contract, the Contractor shall:</p> <ul style="list-style-type: none"> a) Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the standing committee. The Standing Committee will review the Exit Plan. If approved,

		<p>Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, The Standing Committee will provide a plan for Contractor that shall be binding on the Contractor.</p> <p>b) The Exit Plan should cover at least the following:-</p> <ol style="list-style-type: none"> i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment; ii. Handover the list of all Assets, passwords at all locations to the Purchaser <p>c) The Contractor and a standing committee will sign a completion certificate at the end of successful (all points tracked to closure) of the Exit Plan.</p>
37. Cessation of Rights and Obligations	37.1	<p>Upon termination of this Contract pursuant to Clause 36 hereof, all rights and obligations of the Parties hereunder shall cease, except;</p> <ol style="list-style-type: none"> a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligations of confidentiality set forth in Clause 25 hereof, c) Any right which a Party may have under the Applicable Law.
38. Cessation of Services	38.1	<p>Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum</p>
39. Payments upon Termination	39.1	<p>Upon Termination of this Contract pursuant to Clause 36 hereof, the Purchaser shall make the following payments to the Contractor:</p> <ol style="list-style-type: none"> a) Remuneration pursuant to Clause 21.1 of SCC for services satisfactorily performed prior to the effective date of termination; b) Reimbursable expenditures pursuant to Clause 21.1 of SCC for expenditures actually incurred prior to the effective date of termination; and c) Except in the case of termination pursuant failure to perform, insolvency of the Contractor, deliberate false submission by the Contractor or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
40. Assignment	40.1	<p>The Contractor shall not assign to any other party, in whole or in part, their obligations under this Contract.</p>
41. Disclaimer	41.1	<p>Purchaser reserves the right to share, with any Contractor of its choosing, any resultant Proposals in order to secure expert opinion.</p>
	41.2	<p>Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the Company.</p>
42. Public Disclosure	42.1	<p>All materials provided to the Purchaser by bidder are subject to Country's disclosure laws...</p>
	42.2	<p>The Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.</p>
43. Adherence to safety	43.1	<p>Contractor shall comply with the provision of all laws including labor</p>

procedures, rules regulations and restriction		laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	43.2	The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement /regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures /policy.
	43.3	The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	43.4	The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29.
44. Removal and /or Replacement of Personnel	44.1	Except as the appropriate DISCO may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractors. It becomes necessary to replace any of the Personnel; the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.
		If the Purchaser:
		<p>a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Purchaser's written request specifying the grounds will forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Purchaser except as the Purchaser may otherwise agree,</p>
	44.2	The Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and /or replacement, and
	44.3	The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.
45. Fairness and Good Faith	45.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
	45.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with

		Clause 14 hereof.
	45.3	The Contractor shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
46. Conflict of Interest	46.1	The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	46.2	The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
	46.3	If the Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 36 of GCC.
47. Standard of Performance	47.1	The Contractor shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisers to the Purchaser.
48. Expiration of Contract	48.1	Unless terminated earlier pursuant to Clause 36 of GCC hereof, this Contract shall terminate when, pursuant to the provisions hereof, the services have been completed and the payments of remuneration and reimbursable expenditure have been made.

SECTION-VII: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
At (q) Definition and abbreviations	The Purchaser's Country is : Pakistan
At (r) Definition and abbreviations	The Purchaser: Power Information Technology Company (PITC)/Distribution Company (DISCO)
GCC 4.1	The language shall be : English
GCC 12.1	For notices, the Purchaser's contact details shall be: Director General (ISDS) PITC, 402-WAPDA House, Lahore Phone 042-99202162
GCC 13.1	The government law shall be: Laws applicable in exclusive jurisdiction of competent Court at Lahore, Pakistan.

Dispute Resolution

Each of the Service Provider, Contractor and Purchaser shall designate in writing to the other Party a representative who shall be authorized to resolve any Dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such Party to make decisions by mutual agreement.

The Parties agree (i) to attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner within thirty (30) Days of such Dispute arising: and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

14.1. Any dispute between the Parties as to matters arising pursuant to this Agreement which cannot be settled amicably within thirty (30) days after receipt by one Party on the other Party's request for such settlement may be submitted by either Party to arbitration.

14.2 In the event of dispute arising under or in connection with this Agreement between the Service Provider/ Contractor and Purchaser the same shall be referred to a Joint Dispute Resolution Committee.

14.3 The Joint Dispute Resolution Committee comprising of two (2) officers of executive director level from both the Parties shall be formulated for the purpose of amicably settling any day to day disputes that may arise in good faith

14.4 In case any dispute remains unresolved after the intervention of the Joint Dispute Resolution Committee, the Parties shall then contact the CEO of the Purchaser in which case both Parties agree and accept that the decision of the CEO of the Purchaser shall be final, conclusive and binding upon both Parties.

14.5 Reference to Service Provider/ Contractor for Dispute Resolution shall be made in writing by the Purchaser specifying distinctly and clearly all such questions and disputes not later than three (3) months after the occurrence of such questions and disputes.

14.6 Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.

	<p>14.7 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In case the parties fail to resolve the dispute amicably the matter shall be referred to mediation before a CEDR accredited Mediator at the Lahore Centre for Dispute Resolution (LCDR). Mediation proceedings shall be held at Lahore and will be governed by the mediation rules. Additionally, the dispute may also be submitted for resolution to a senior partner of a Chartered Accountancy Firm. Both parties shall bear their own costs in such mediation and dispute resolution proceedings.</p> <p>Section 14.8 <u>Arbitration</u></p> <p>After the expiration of the thirty (30) Days period, either Party may submit any Disputes arising under this Agreement, which cannot be resolved by the Parties, to binding arbitration pursuant to the Arbitration Act, 1940 as amended or superseded. The process shall be initiated by either Party delivering to the other a written notice requesting arbitration, with the other Party to respond to such request within ten (10) business Days. The Parties shall select a single arbitrator with knowledge of and over five (5) years of professional experience in connection with similar transactions and who has not previously been employed or retained by either Party and who does not have a direct or indirect interest in either Party or the subject matter of the arbitration. Such arbitrator shall be mutually agreed by the Parties within thirty (30) Days after written notice from either Party requesting arbitration, or failing Agreement, shall be selected under the Arbitration Act. Such arbitration shall be held in Pakistan. The Arbitration Act, 1940, as amended or superseded, shall apply to the extent not inconsistent with the rules herein specified. The arbitration shall be conducted according to the following procedures: (a) The arbitration hearing shall commence no later than thirty (30) Days after the selection of the arbitrator, (b) not later than seven (7) Days prior to the hearing date set by the arbitrator each Party shall submit a brief detailing its factual and legal position and a final offer for</p>
	<p>settlement of the Dispute, (c) the hearing shall be conducted on a confidential basis without continuance or adjournment, (d) the arbitrator shall be limited to selecting only one of the two offers, (e) each Party shall divide equally the cost of the arbitrator or pay its own cost of arbitration and the hearing and each Party shall be responsible for its own expenses and those of its counsel and representatives, and (f) evidence concerning the financial position of the Parties, any offer made or the details of any negotiation prior to arbitration and the cost to the Parties of their representatives and counsel shall not be permissible. The award of the arbitrator shall be made no later than thirty (30) Days after the date of closing of the hearing, or if oral hearings have been waived, after the date of transmitting the final statements and proof to the arbitrator; provided, however, that in no event shall any award be made later than one hundred and twenty (120) Days after the date of the original demand for arbitration hereunder. The arbitrator shall be required to render a reasoned decision accompanying any award.</p> <p>Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.</p>

GCC 20.2	The bidders may please note that the prices are firm. All statutory taxes, levies, duties, etc. shall be paid on actual
GCC 21.1	<p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favor of the Contractor 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Contractor shall obtain sign-off from the Standing Committee constituted by Purchaser and raise invoice. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within (60) days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Contractor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payment due to the Contractor, till such work /supply /service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power /right of the purchaser under this Contract. 6) If additional work is required beyond the scope of the services specified the estimated period of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the Contractor. Any such change shall be done as per Clause 15 of GCC. 7) All payments under this Contract shall be made to the account of the Contractor with (Bank & A/c No.) <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p>Payments will be made by the Purchaser to the Contractor as per Contract Value in the Formats for Financial Proposal and agreed in the Contract</p>

Section – VIII: Contract Forms

1 Agreement

2 Performance Security

Enclosed at Appendix

SECTION-IX: Bidder RESPONSE FORMS

Form No F-1: RFP Submission Sheet

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Director General (ISDS)
PITC WAPDA House, Lahore.

Subject: **Contractor for “Installation / Configuration f SMS gateway service”.**

Dear Sir:

We, the undersigned, offer to provide “**Installation / Configuration f SMS gateway service**” in accordance with your Request for Proposal dated [date], and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is legally binding upon us and subject to the modifications resulting from contract negotiations. We understand that you are not bound to accept any Proposal you receive and reserve the right to reject the same.

Yours Sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form No. F-2: Project Relevant Experience.

Kindly provide relevant Project Experience of the Firm's each member of the consortium's relevant past experience in either:

- With Utility (Power /Gas /Water) company in providing Installation / Configuration f SMS gateway service; or

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

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

S. No	Assignment	Year		Value of Assignment	Role of Firm	Client & Business	Copy of Contract/Agreement /W.O/P.O
		Award	Completion				

Please provide proof of completed assignments.

Signature: _____

Seal:

Full Name: _____

Address: _____

Form No. F-3: Project Experience (General)

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

Form No F-4: Company Information

Kindly provide the following details for the Firm.

1. Name of the Firm: _____
2. Date on which the company started its business.
3. Brief description of IT-Project(s).
4. Brief description of Relevant Installation / Configuration f SMS gateway service Project(s).
5. Company Registration number.
(Also attach company registration certificate.)
6. Core Business.
7. Experience with utility sector (DISCOs /SSGC /SNGPL /PTCL /WASA/KESC).
8. Brief of 5 key HR:
 - i) Age.
 - ii) Qualification.
 - iii) Experience.
 - iv) Field of expertise.

Signature: _____

Seal:

Full Name: _____

Address: _____

**Form No F-5:
Pending Litigation**

Each Bidder or member of a JV must fill in this form

Pending Litigation			
<ul style="list-style-type: none"> ➤ No pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria) ➤ Pending litigation in accordance with of Section 3 (Evaluation and Qualification Criteria) 			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Signed & Stamped

**Form No F-6:
Financial Situation**

Each Applicant must fill in this form

**Financial Data for Previous 3 Years [Pak Rupee]
Information from Balance Sheet**

Financial Data for Previous 3 Years [Pak Rupee]			
Description	Year-2015	Year 2016	Year 2017
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Cash Flow			

Information from income statement

Total Revenues/ Sales			
Profit Before Taxes			
Profit After Taxes			
Interest Charges Paid			
Net Profit			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions;
- All such documents reflect the financial situation of the Applicant, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signed & Stamped

**Form No F-7:
Average Annual Turnover**

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for Contracts/Orders in progress or completed.

Annual Turnover Data for the Last 3 Years		
Sr. No	Year	Amount in PKR.
1	2015	
2	2016	
3	2017	
Average Annual Turnover		

Signed & Stamped

Form No F-8: No Deviations (from requirements) Certificate

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

Signature: _____

Seal:

Full Name: _____

Address: _____

Appendix -1: AGREEMENT

THIS AGREEMENT is made this _____ day of _____, between _____ of _____ (hereinafter called “PITC” of the one part, and _____ of _____ (hereinafter called “Contractor”), of the other part:

AND WHEREAS the Purchaser invited bids for Related Services, viz., _____ and has accepted a Bid by the Contractor for the supply of those Related Services in the sum of _____ (hereinafter Called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - xi. The detailed award of contract;
 - xii. The special conditions of contract;
 - xiii. The general conditions of contract;
 - xiv. The schedule of supply /Scope of Work;
 - xv. The Purchaser’s Notification to the Contractor for Award of Contract;
 - xvi. Vendor’s response (proposal), including the Bid Submission sheet and the Price Schedules submitted by the Contractor;
 - xvii. Section VIII – Contract Forms
 - xviii. Acceptance of purchaser’s notification.

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Purchaser to provide the Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signed by _____ (CEO, PITC)

Signed by _____ (For the Contractor)

Appendix -2: Performance Security Bank Guarantee

Date:

Contract Name and No.:

To:

WHEREAS _____ (hereinafter called "Contractor") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the contract").

AND WHEREAS Installation / Configuration f SMS gateway service, have been stipulated by you in the aforementioned Contract that the Contractor shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, hereinafter called the "the Guarantor"), have agreed to give the Contractor a security:

THEREFOR WE _____ hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Contractor, up to a total of RUPEES _____ and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, DEMUR OR PROTEST any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____.

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date

Appendix -3:

FIRM'S REFERENCE

**Relevant Services Carried Out in the Last Five Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Contractors' Name: _____

Appendix -4:

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken	
Project Name	Location Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

Appendix -6:

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)												Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	

Full Time: _____
 Part Time: _____

Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

Appendix -7:

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate].

13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

or:

Authorized official from the firm

TO BE DEPOSITED IN A SIGNED AND SEALED ENVELOPE / PACKET
SEPERATELY

SCHEDULE-A

LOT-A

Price of total solution with installation configuration and all types of integration with one year technical support must be quoted.

LOT-B

PRICE QUOTE

NAME OF AGENCY/BIDDING FIRM: _____

Nature of Costs	Sr. No	Volume	Basic Cost per SMS (Rs)	Service Taxes (%)	Total cost per SMS
Monthly Volume (Bulk SMS)	A1	Upto 1.0 million			
	B1	Over 1.0 million			
Monthly Transactional SMS (Sent) / Received	A2	Upto 1.0 million			
	B2	Over 1.0 million			
Registration/Transactional SMS charges to be charged from PITC (customer)	A3	Over 1.0 million			
Other Charges (if any)	C1				

Note:

The Bidder / Mobile Operator (s) will use its own infrastructure i.e. hardware, connectivity, telephone etc, required for the provision of services to PITC. PITC will pay cost only on the basis of per SMS services.

- 1) The details of Tax quoted shall be given.
- 2) Price offered shall be Firm during the currency of the Contract Period.
- 3) **Financial Bid shall be evaluated as follows:**

Evaluated Bid Price: $12*[0.50*(A1 + A2 + A3) + 0.50*(B1 + B2)] + C1$