



RFP for Contact center Services

**Pakistan Medical Commission
Mauve Area, G-10/4
Islamabad**

Important Note:

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

PPRA rules 2004 will be strictly followed. These may be obtained from PPRA's website.

www.ppra.org.pk

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the PPRA rules 2004.

1.2 Mode of Advertisement(s)

This Tender is being placed online at PPRA's website, as well as being advertised in print media.

Document is also available at www.pmc.gov.pk and www.ppra.org.pk and may be downloaded free of cost.

1.3 Type of Open Competitive Bidding

Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (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 nonresponsive shall be returned un-opened to the respective bidders; and

- (ix) the bid found to be the *[most advantageous bid] shall be accepted.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of financial bid and as per provisions of the clause "Bid Security" of this document in favor of "**Pakistan Medical Commission**". The complete bids as per required under this tender document must be delivered to Pakistan Medical Commission, not later than **1400 hours** on last date of submission of bids i.e., **10th February 2021**. Late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Pakistan Medical Commission, 4 Service Road South, G – 10 Mauve Area, Sector G – 10/4, Islamabad, at **1430 hours** on, **10th February 2021**. In case the last date of bid submission falls within the official holidays/weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **01st February 2021**. Any query received after said date may not be entertained.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and options shall not be considered.

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

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

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

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

Primary Contact

Syed Raza Ali Shah

Member, Information Technology

Pakistan Medical Commission, Mauve Area G-10/4, Islamabad

Email: member.it@pmc.gov.pk

Secondary Contact

Muhammad Hassan Imtiaz

Director Admin

Pakistan Medical Commission, Mauve Area G-10/4, Islamabad

Email: dir.admin@pmc.gov.pk

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

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

3.1	"Authorized Representative "means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
3.2	"Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point intime.
3.3	"Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing,bytheClient,forthetimebeingorfromtimetotime,toactasClientforthe purposes of the Contract.
3.4	"Bidder/Bidder" means the interested Firm/Company/Supplier/Distributors that may provideservicestoanyofthepublic/privatesectororganizationunderthecontractandhave registered for the relevant business thereof.
3.5	"Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
3.6	"Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.7	"Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
3.8	"Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
3.9	"Day" means calendar day.
3.10	"In writing" means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.
3.11	"Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
3.12	"Proposal" means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.
3.13	"RFP" means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
3.14	"Prescribed" means prescribed in the Tender Document.
3.15	"Purchaser" means the Pakistan Medical Commission (PMC) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
3.16	"SBD" means Standard Bidding Documents.
3.17	"Services" means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope of work.
3.18	"TEC" means the Technical Evaluation Committee, constituted for the purpose of evaluating the technical proposals received.
3.19	"Training Session" means a period of time where the bidder provides instruction on a particular training for software application.
3.20	"Works" means work to be done by the Contractor under the Contract.
3.21	"Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

- In writing;
- issued within reasonable time;
- served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

4. Scope of work and Deliverables:

4.1	Pakistan Medical Commission (PMC), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for provisioning of Hiring of Contact Center Services (hereinafter referred to as "the Services").
4.2	PMC intends to have a <i>Contact</i> Centre for reaching out and interacting with its customers, the interaction may include inbound / outbound calls, helpline / complaint line with IVR facility, provide outbound survey calls facility, SMS query and SMS broadcasting service (text and / or voice) and pre-recorded calls / robot calls.
4.3	Provide a scalable solution that deals efficiently and effectively with inbound/outbound customer calls
4.4	Workforce management with outstanding communication skills
4.5	Outsourcing of [Contact Center Operational Timing i.e. 24/7] Contact Center services, initially with 10 agents (including inbound and outbound, however requirement is for inbound mostly, with scalability to increase the agents as and when required.
4.6	An agent quoted on monthly basis would be assumed to have a 48 hours workweek.
4.7	Resource Engagement should be flexible and can be increased or decreased depending up on the seasonal/campaigns and other needs.
4.8	Provide services in English, Urdu, Pushto and Punjabi
4.9	Call Centre Agents should be preferably graduate, experienced, and should have positive attitude in handling calls professionally.
4.10	The total no. of inbound calls is approx 3000-5000 calls / day during normal operations and may vary up to 50%
4.11	Call abandon rate of no more than 5%
4.12	Service level of 85% of the calls answered in 30 sec or less.
4.13	The information system and data it contains will be the property of PMC. Service provider shall run the quality assurance program for the agents to maintain the high standards and up to date information for the agents.

4.14	The bidder shall provide the detail project plan with technical and financial expertise.
4.15	The bidder shall propose the project organization.
4.16	The bidder shall propose the project team
4.17	The bidder is required to start live operations of the Call Centre services within 45 days after the award of contract/agreement/LOI
4.18	The vendor will manage interaction with customers through assigned mediums of communication. This interaction with the customers will be on behalf of PMC and as per the guidelines given to the contracted party.
4.19	PMC will retain the ownership of all / any data/ helpline numbers (UAN / Toll Free / Short code, etc.) / software of all complaint systems or similar products developed and reports and applications built or to be built by vendor as per the instructions of PMC. For this purpose, a Non-Disclosure Agreement (NDA) will be signed with the service provider / vendor upon award of contract.
4.20	The Contractor shall also be required to be technically competent in integrating with various line of business applications, running on open-source or SQL / ORACLE / similar platforms.
4.21	Ability to log tickets in a ticketing system to be provided/arranged by the bidder for PMC to access

5. Eligibility & Qualification Criteria:

5.1	Applicant bidder must be a registered / incorporated company / firm in Pakistan.
5.2	Applicant bidder must be registered with relevant Tax Authorities as per prevailing tax rules.
5.3	Applicant bidder must have a valid registration with relevant allied agencies / organizations / regulatory authorities (PTA, PSEB etc.).
5.4	Applicant bidder or any of its Associated / Parent / Affiliated or Subsidiary company should not have been blacklisted or received letter of displeasure for Contact Center or Customer Services by any Provincial or Federal Government Department / Agency / Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan (submission of undertaking on legal stamp paper is mandatory).
5.5	Applicant bidder should have proven history of at least three (3) years for providing Contact Center services.
5.6	Regulatory Body Contact Center Services experience would be preferred.
5.7	Applicant bidder should not be a composition or constitution of a joint venture / consortium / association of organizations or managing core Contact Center services via a sub-contractor.

5.8	Applicant bidder is a third party Contact Center solutions provider i.e. offering Contact Center services to other business companies and not for just its own or its parent company operations (proof of providing Contact Center services to at least 5 customers in Pakistan is mandatory).
5.9	Applicant must have a minimum of fifty (50) seats availability per shift within its premises.
5.10	Applicant bidder must have a verifiable recommendation letter from at least five (05) clients served or being served in public / private sector.
5.11	Applicant bidder must have implemented at least one CRM / IVR project.
5.12	Applicant bidder must have the required relevant qualified personnel and enough strength to fulfill the requirement of assignment, including a technical and operational team
5.13	Applicant Contact Center and customer services must be approved from some international quality management system e.g. ISO, EFQM etc.

NOTE: Verifiable proof for all the above shall be available. Non-submission may cause disqualification of the bidder for any further process. All bidders must provide a checklist format compliance of the eligibility criteria above.

6. Technical Evaluation Criteria

6.1 The bidders who meet the mandatory eligibility and qualification criteria would be evaluated for technical evaluation criteria. Bids will be evaluated as per the following weightage:

Technical = 70%

Financial = 30%.

Bidder must acquire 70% score in technical criteria to qualify for the opening of Financial Bid.

Distribution of Financial Marks is as follows:

Total Marks = 50

Lowest quotation = 50

2nd Lowest quotation = 35

Rest of the Bids = 20 each

6.2 **PASS MARKS:** Bid of a technically eligible bidder, as per the details stated above will be evaluated, without reference to the price and PMC may reject any proposal which does not conform to the specified requirements as listed in the said Sections

6.3 Bidders not meeting the pass mark limit in technical proposal will be rejected in Technical Evaluation, and its Financial Proposal will not be evaluated. All bidders scoring greater than or equal to 70% of the marks in technical will be accepted in

technical proposal, and their financial bids will be opened.

- 6.4 PROVISIO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%. If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% (including any above 70%) will be considered EQUALLY as approved in the Technical Proposal, and their Financial Bids will be evaluated.

7. FINANCIAL PROPOSAL EVALUATION

- 7.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 7.2 The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 7.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 7.4 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

8. Rejection / Acceptance of the Bid

- 8.1 The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
- 8.2 The Tender shall be rejected if it is:
- Submitted in other than prescribed forms, annexes / by other than specified mode; or incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - The Tenderer refuses to accept the corrected Total Tender Price; or
 - The Tenderer has conflict of interest with the Purchaser; or
 - The Tenderer tries to influence the Tender evaluation / Contract award; or
 - The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
 - The Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria the Tenderer fails to meet the evaluation criteria requirements;
 - The tenderer has been blacklisted by any public or private sector organization;
 - The tenderer has been served any legal notices or displeasure letters by any public

sector organization on serious failures to provide satisfactory services;

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

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

The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

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

9. Award Criteria

Selection will be made on the combine weightage of Technical and Financial Proposals. Weightage factor is as under: Technical Proposal:70%, Financial Proposal:30%; Final Total Marks = Technical +Financial

10. Acceptance Letter

The Purchaser shall issue the Acceptance Letter to the successful Tenderer, after final decision prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

11. Performance Security

11.1 The successful Tenderer/Contractor shall furnish Performance Security as under:

- a. Within twenty-eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
- b. in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan;
- c. for a sum equivalent to 10% of the contract value for a year;
- d. denominated in Pak Rupees;
- e. has a minimum validity period for a year until the date of expiry of yearly contract.

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

- a. If the Contractor commits a default under the Contract;
- b. If the Contractor fails to fulfill the obligations under the Contract;
- c. If the Contractor violates any of the terms and conditions of the Contract.

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

11.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor

12. TECHNIAL EVALUATION CRITERIA:

Sr.	Requirements	Points
1.	Company Experience 8+ years 5-8years 3-5years Less than 3 years	10 05 04 01
2.	Number of Agents 50+ 30-50 15-29 Less than 15	10 06 03 01
3.	Financial Strength (Net Worth based on audited financial statement 2019) 20+ million 10-20 million 5-9 million Less than 5 million	10 07 03 01
4.	No. of Public Clients Served Public Sector 5+ 4-5 3-4 2	40 10 5 0
5	No. of Private Clients Served within Pakistan Private Sector 12+ 8-10 5-7 4	15 5 2 0
6.	Established Call Centre facilities Call Centre facility in 2+ cities Call Centre facility in 1-2 city No established facility	10 05 -05
7.	Redundancy for Solution / Services Two or more redundant facilities for backup of provided solution / services One redundant facility for backup of provided solution / services No redundant facility	10 05 0
8.	Redundancy for Power Backup Two or more facilities with dual UPS as well as dual Genset backup One facility with dual UPS as well as dual Genset backup No facility with UPS and Genset facility	05 05 -05
9.	Version of Installed Contact Center Solution Installed solution (e.g CISCO IPCC/ Avaya Aura/Genesys Omni Channel/ Huawei eSpace or equivalent) Among the latest Two Version Older than latest Two Versions Open Source Solution	15 10 0

10.	Technical Team Strength No. of resources in Contact Center team experienced in domestic Contact Center services For 12+ resources For 08-12 resources Less than 08 resources	10 05 0
11.	Presentation	15
	Total Marks	150

Minimum Qualifying Marks = 70% of 150= 105

13. Amendment of the Tender Document

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

14. Tender Price

The quoted price (in Pak Rupees) shall be best / final / fixed (inclusive of all existing taxes, duties, levies, insurance, freight, etc.) and valid until completion of all obligations under the Contract i.e.

not subject to variation / escalation. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security (Earnest Money)

16.1 The Tenderer shall furnish the Bid Security (Earnest Money) asunder:

- a. for a sum Rs:50,000 (Fifty thousand Pak Rupees);
- b. denominated in Pak Rupees;
- c. As part of financial bid envelope, failing which will cause rejection of bid.
- d. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; issued by a scheduled bank operating in Pakistan
- e. have a minimum validity period of one fifty (150) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

16.2 The Bid Security shall be forfeited by the PMC, on the occurrence of any/all of the following conditions:

- f. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

- g. If the Tenderer does not accept the corrections of his Total Tender Price; or
- h. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

16.3 The Bid security shall be returned to the technically unsuccessful Tenderer. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of one fifty (150) days from the last date for submission of the Tender. PMC may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response there to shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Tender Duration

Duration for this project will be for an initial period of 02 years with extension, up to three years with mutual consent.

The proposal will be sent to following address;

Member Information Technology

Pakistan Medical Commission
Mauve Area, G-10/4, Islamabad

Annex-I

Non-Disclosure Agreement

This AGREEMENT is made by and between PAKISTAN MEDICAL COMMISSION (PMC) and VENDOR-XXX (the "Recipient") effective as of XX XXX2021.

PMC possesses Confidential Information (as hereinafter defined) regarding members has entered into a business relationship with the PMC and in connection therewith may need to review the PMC's Confidential Information. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information from the PMC to the Recipient, the parties hereto agree as follows:

1 Confidential Information

- A. "Confidential Information" shall mean any information that the PMC specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, information of member engineers, descriptive material, software, PMC's business policies or practices, information received from others that PMC is obligated to treat as confidential, and other information of a confidential nature.
- B. "Confidential Information" shall mean all data/information relating to PMC and its Member Engineers & firms in any format, including without limitation written or printed documents, computer disks, whether machine or user readable.
- C. "Confidential Information" shall mean data/information which has been shared as of today or will be shared in future.

2 Restrictions

- D. Recipient shall not disclose any Confidential Information to third parties even after the termination of its relationship with the PMC. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided Recipient shall give PMC reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- E. Recipient shall not use any Confidential Information or Confidential Materials of the PMC for any purposes except those expressly contemplated hereby or as authorized by the PMC.

- F. Recipient shall take reasonable security precautions, which shall be in any event equal or better than the prevailing industry standards, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or Confidential Materials only to Recipient's employees or consultants on a need-to-know basis. Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making un-authorized copies.
- G. Recipient will not use Confidential Information to approach the owners of confidential information, neither will use it to convey message, email, advert, commercial or any communication media on behalf of any party except PMC.

3 Rights and Remedies

- H. Recipient shall notify the PMC immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the PMC in every reasonable way to help the PMC regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.
- I. Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the PMC's request or, at the PMC's option, certify destruction of the same.
- J. Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the PMC shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- K. The PMC may visit Recipient's premises, with reasonable prior notice and during normal business hours, to review Recipient's compliance with the terms of this Agreement.

4 Miscellaneous

- L. All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the PMC. By disclosing information to Recipient, the PMC does not grant any express or implied right to Recipient to trade secret information.
- M. All Confidential Information and Materials are provided "AS IS" and the PMC makes no warranty regarding the accuracy or reliability of such information or materials. PMC does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information or Confidential Materials. The PMC will not be liable for any expenses or losses incurred or any action undertaken by the Recipient as a result of the receipt of Confidential Information or Confidential Materials. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Recipient.
- N. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

- O. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the PMC, its agents, or employees but only by an instrument in writing signed by an authorized officer of the PMC. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.
- P. If any action at law or inequity is necessary to enforce or interpret the right arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
- Q. This Agreement shall be construed and governed by the laws of Pakistan, and both parties further consent to jurisdiction by the state and courts sitting in capital, Islamabad.
- R. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

PAKISTAN MEDICAL COMMISSION

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

VENDOR-XXX

By: _____

Name: _____

Title: _____

Date: _____

Annex-II

PRICE SCHEDULE/ FINANCIAL COST SHEET

Sr	Description	Amount	Taxes	Total Amount with Taxes
1	Rate of Contact Center Agent* per month			
2	Development charges per man hour (if any)			
3	SMS charges (All local networks in Pakistan) – charge per SMS (160 characters)			
4	Outbound / robo call charges (All local networks in Pakistan) – Per minute charge			

* Agent means one person in one shift

Note:

Three shifts will be planned per day i.e. 8 hours each.

Signature of authorized person

(Company Seal)

Name: _____

In the capacity of dully authorized by

Annex-III

Format for Covering

Letter To (Name and

address of Purchaser)

Sub: _____

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department/Office.

c) We agree to abide by this proposal for the period of days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal