



SPECIAL TECHNOLOGY ZONES AUTHORITY

STZA, an autonomous body established under the Special Technology Zones Authority Act, 2021 invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for:

CALL CENTER SERVICES FOR SPECIAL TECHNOLOGY ZONES AUTHORITY

Bidders can submit their bid against any of the above-listed item. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid bond/security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids etc. against above requirement are available for the interested bidders from the undersigned and can also be downloaded from <https://www.stza.gov.pk/procurement/>

The method of selection will be based on quality and cost offered in lieu of this RFP (single stage two envelop method). The request for proposal, prepared in accordance with the instructions in the RFP documents, must reach at STZA, 16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad on 1100 hrs. on or before 14th March 2023. The RFP will be opened on the same day 14th March 2023 at 1130 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Manager Procurement

Mehwish Iqbal

mehwish.iqbal@stza.gov.pk

Special Technology Zone Authority
16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue,
Islamabad



**REQUEST FOR
PROPOSALS FOR
CALL CENTER SERVICES
FOR SPECIAL TECHNOLOGY ZONES AUTHORITY**

Terms and Conditions for Bids and Bidders

1. The Procurement Agency is:

Special Technology Zones Authority (STZA)

16th Floor, New State Life Tower, Plot# 61, Jinnah Avenue, Islamabad

2. STZA invites sealed bids from the principal's authorized dealers/distributors/partners/resellers based in Pakistan and registered with Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax and who are on Active Taxpayers List (Income and Sales tax) of the Federal Board of Revenue/Relevant Tax Authority for

CALL CENTER SERVICES

through

SINGLE STAGE TWO ENVELOP METHOD.

1. Bids shall comprise a single package containing TWO separate envelopes. The Bidder shall prepare clearly mark each one as "TECHNICAL BID", and "FINANCIAL BID".
2. The Bid Bond to be enclosed sealed and labelled as **"BID BOND"** and should be separately attached outside the technical bid envelop.
3. **BID Bond should not be placed within the envelope of technical or financial bid/proposal and attached separately in a sealed envelope outside the Technical Bid.**
4. Initially, only the envelope marked **"TECHNICAL BID"** shall be opened publicly. The envelope marked as **"FINANCIAL BID"** and **Bid Bond** shall be retained.
5. After the evaluation and approval of the technical bid, financial bids of the technically qualified bidders only will be opened at a time, date and venue announced and communicated to the bidders in advance. Financial bids of technically unsuccessful bidders will be returned.
6. The amount of the bid and bid bond/security shall be in Pak rupees. The bids should be accompanied by bid bond/security (refundable) for an amount equal to 2% of the total quoted price (inclusive GST, if applicable) in shape of either pay order or demand draft in favor of Special Technology Zones Authority.
7. Bids not accompanied by bid bond/security or with less amount of bid bond/security will be rejected.

8. In case any bidder submits more than one option against this invitation then bid bond/security shall be submitted against highest quoted option.
9. Only registered service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR are eligible to provide services to the Authority. **Bids of all those bidders who are In-Active on ATL on the date of bid opening shall be rejected.**
10. After selection if any supplier is not available on ATL at the time of payment then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
11. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
12. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the STZA website: <https://www.stza.gov.pk/procurement/>
13. STZA reserves the right to cancel this invitation and reject all bids at any stage of the bidding process.
14. The bid validity period shall be 150 days.
15. If the bid is withdrawn after bid opening time and before the expiry of bid validity the bid bond/security will be forfeited in favor of the STZA, Islamabad.
16. The language of the bid is English and alternative bids shall not be considered.
17. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
18. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the bidder shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
19. The rates must be quoted strictly in accordance with our documents and Annex(s).
20. Discounts (if any) offered by the bidder shall be part of the bid and for taxation purposes will be treated in accordance with the applicable laws.
21. Detail of applicable taxes and whether taxes included or not in the quoted price and breakup of the quoted price shall be clearly mentioned.
22. The bidder shall be responsible for payment of any duties/taxes etc. which are imposed by the Government of Pakistan (GOP). The bided price MUST be inclusive of all applicable taxes. The bidder is hereby informed that the Authority shall deduct tax at the rate prescribed under the tax laws of Pakistan from all payments for supply/services rendered by any responding organization who accepts the Purchase order or signs agreement with the

Authority.

23. Price inclusive of quoted tax, quoted by the bidder shall be considered for evaluation irrespective of the tax rate. The lowest evaluated/most advantageous bidder shall be responsible of the quoted tax in its bid and any demand from tax authorities shall be payable by that bidder.
24. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected service provider will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder.
25. Selected service provider/supplier will have to provide the required services/equipment, if selected and declared as lowest evaluated/most advantageous bidder. In case selected bidder is not willing to supply on quoted amount then bid bond/security submitted with the bid will be forfeited in favor of the Authority.
26. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the business. A brief profile of the bidder, along with list of major customers (corporate sector) along with their contact details is required.
27. Bidder must submit undertakings on stamp paper in accordance with the Mandatory Eligibility Criteria checklist set out below
28. In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected
29. Payment shall be made in the manner specified in the contract executed with the successful bidder. All payments shall be made after deduction of taxes and all payments shall be made through cross cheque in Pak Rupees. Taxes will be deducted at source as per Government Rules at the time of payment.
30. The bidders do not have the option of submitting their bids electronically. Telegraphic and conditional bids will not be accepted.
31. Only sealed bids will be opened at the time of bid opening and unsealed bids will be rejected.
32. Sealed bids may be dropped in at 16th Floor, New State Life Tower, F-7, Jinnah Avenue, Blue Area, Islamabad.
33. Clarification if any on the requirements may be obtained from:

Manager Procurement
Mehwish Iqbal
mehwish.iqbal@stza.gov.pk

34. The bid bond/security of successful bidder will be retained as a performance security until the expiry or termination of the Contract whichever is earlier However, bidbond/security of unsuccessful bidders will be returned after award of contract to successful bidder.
35. During the retention period the bid bond/ security, no interest / markup will be provided on this amount by Authority to bidder at the time of refund/ release of bid bond/ security.
36. In case 1st lowest evaluated/most advantageous bidder is unable to provide the services then the Authority reserve the right to award the contract to 2nd lowest evaluated/most advantageous bidder. In case 2nd lowest evaluated/most advantageous bidder is also unable to provide the services then the Authority reserves the right to award the contract to 3rd lowest evaluated/most advantageous bidder.
37. Bid bond/security of the bidder who is unable to provide required services shall be forfeited in favor of the Authority.
38. The duration of the Contract to be executed by the Authority with the bidder will be for one (1) year that will be extendable for the next two years if mutually agreed between both parties.
39. A draft of the contract with indicative terms and conditions have been provided in this RFP which may also be subsequently revised prior to execution.
40. The bids received after the due date and time will not be entertained.
41. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer may be rejected as decided by the Authority.
42. The place of bid destination is:

Special Technology Zones Authority

16th Floor, New State Life Tower, F-7 Jinnah Avenue, Blue Area, Islamabad

43. The envelopes shall bear the following additional identification marks:

Bid for: **CALL CENTER SERVICES**

Bidder Name: XYZ

Attention: Ms. Mehwish
Iqbal Manager
Procurement
**16th Floor, New State Life Tower,
F-7 Jinnah Avenue, Blue Area, Islamabad**

2. The deadline for the submission of bids is:

Date: 14th March 2023 Time: 1100 Hrs.

3. The bid opening shall take place at

**16th Floor, New State Life Tower, F-7 Jinnah Avenue, Blue
Area, Islamabad**

**Date: 14th March 2023
Time: 1130 Hrs.**

**A statement “Not to be opened before 1130 Hrs. on 14th March 2023” shall be
clearly mentioned on the top of the sealed bid.**

Note: Attachment Details are as under:

- | | |
|---|------------------|
| 1. Mandatory Eligibility Criteria and General Criteria | Annex “A” |
| 2. Technical Evaluation Criteria | Annex “B” |
| 3. Format for Technical Compliance Sheet | Annex “C” |
| 4. Format for Financial Bid | Annex “D” |
| 5. Cover Letter | Annex “E” |
| 6. Indicative Draft of Contract | Annex “F” |

If the above terms and conditions are acceptable then bids must be submitted well in time and according to the requirements.

Technical Bid should include Annexures A, B, C and E along with such supporting documentation as necessary or as required under the terms of this RFP.

Financial Bid should include Annexures D along with such supporting documentation as necessary or as required under the terms of this RFP.

Annex “F” contains the indicative terms of the draft contract which need not form part of the Bid but will be executed with the successful bidder subject such further changes as may be made in the sole discretion of STZA.

Introduction

The Service Desk function is primarily responsible for providing customer services; while handling their queries and complaints about STZA, Zone Developers, Zone Enterprise.

The agents should be available from 9 to 5 (5 days a week) customers through dedicated UAN number.

- ✓ 051-111-789-725

Scope and Business Requirements

The Solution must be capable enough to handle 100 calls daily and has capacity to extend if needed. Furthermore, the following document outlines the business and operational requirements for the call center. This generally includes the following capabilities:

- ✓ Inbound.
- ✓ Real-Time queuing
- ✓ Centralized Customer Repository to be built as part of the Call Center
- ✓ Robust Real-Time and Historical Reporting Mechanism.
- ✓ Call Back Assist or Virtual Hold - Callback Customers When they opt on call waiting.
- ✓ The system should provide abandoned call statistics.
- ✓ All statistical call data must be time and date logged.
- ✓ The queue must have music on hold.
- ✓ The longest waiting time will be given the highest priority.
- ✓ The system should provide the status console for the agent.
- ✓ The system should also log all agent activities.
- ✓ The system should also support supervisory screens.
- ✓ Queue Management
- ✓ Agents should be easily scalable to handle larger number of calls.
- ✓ The system shall provide caller queue number to caller and estimated time required to connect to agent.

Voice Recorder

1. There should be an exhaustive module for play back and search.
2. The files should be stored securely.
3. Any unauthorized access should be denied and logged.
4. The system should provide complete audit trail of all the activities performed.
5. There should be a comprehensive Backup and Restore procedure.
6. Retrieve calls using a variety of search criteria including but not limited to:
 - a) CLI
 - b) Work Code
 - c) Duration of call
 - d) Station ID
 - e) Agent ID
 - f) Search from Start to End Date (Month / Day / Year)

- g) Search from Start Time to End Time (hh : mm) – 24 Hour format
- h) Calling Party Number
- i) Separate Download Recording file option.
- j) Export recordings to other media in Audio File format (*.wav or *.mp3 and other formats)

Reporting, Dashboard (Real time & Historical)

- 1 Complete Agent-wise Reports – (Interval, hourly, daily, monthly, and custom frequency)
- 2 Report which reflects individual inbound agent performance and its impacts on overall service level in a day
- 3 Agent wise complete Call Reports (Detail CDR)
- 4 Graphical reports (Histogram).
- 5 Agent Login Report (including agent profile details) this report enables you to find out all the agents' login time at the start of the day.
- 6 Call records of a specific agent(s) for a particular span of time and date.
- 7 Successful and attempted calls report
- 8 Agent wise call duration report (Graphically)
- 9 All the reports should easily be exportable in Excel format.
- 10 Attendance Report – (First Login, 2nd Login, Last Logout)
- 11 Complete real-time view of all channels on recording with name and current status i.e. Recording Status (Enable / Disable), Station (IDLE / Busy)
- 12 Customer Feedback: Once the Complaint/Inquiry has been resolved, Customers can be prompted for a Feedback. The feedback can be used later by the Organization to enhance the efficiency of their organization.

Note: Required No of agents are 3 but can be increased in future as per STZA requirement.

Annex “A”

Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of Proposal. **Non-submission of any one of the following applicable requirements shall result in disqualification:**

General Criteria

S. No	Mandatory Eligibility Criteria Checklist 1	Mark
1.	Proof of Certificate of Incorporation or Registration or equivalent (attach proof)	Must
2.	Proof of NTN registration (Attach proof)- ACTIVE	Must
3.	Proof of GST Certificate registration (Attach proof) - ACTIVE	Must
4.	Original affidavit (not older than two months from the date of submission of the bid) on Stamp Paper(s) of worth Rs.100or more that: (i) Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization. (ii) Bidder is an active taxpayer and has submitted its tax return for the preceding fiscal year. Taxpayer list serial number (downloadable from FBR’s website) is also to be mentioned.	Must
5.	Office presence in Islamabad and capability to run the call center from office based in Islamabad. Share the proof of Office in Islamabad.	Must
6.	Experience in term of provision of Services. Minimum 03 years (attach workorder/invoice/copy of contract as proof) for year 2020/2021/2022	Must

Note: Bidders are required to submit the *filled, signed & stamped copy of the above checklist*

DELIVERY INFORMATION

To be delivered at STZA Office 16th Floor, New State Life Tower, Jinnah Avenue, Islamabad.

Annexure "B"

1. TECHNIAL EVALUATION CRITERIA

Sr.	Requirements	Points
1.	Company Experience 8+ years 5-8 years 3-5 years 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 2021-22) 250+ Million PKR 200 million PKR 150 million PKR Less than 100 million PKR	10 07 05 03
4.	No. of Public Clients on-board Public Sector 5+ 4-5 3-4 2 or less.	15 10 6 3
5.	No. of Private Clients on-board within Pakistan Private Sector 12+ 8-10 5-7 4 or less	15 10 6 3
6.	Established Call Centre facilities. Call Centre facility in 2+ cities Call Centre facility in 1-2 city	10 05
7.	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	10 05
8.	Technical Team Strength No. of resources in call center team experienced in domestic call center services. For 12+ resources For 08-12 resources Less than 08 resources	10 05 03
9	Office presence in Islamabad Head office based in Islamabad. Head office based in Karachi, Lahore city. Head office based in another city.	10 05
	Total Marks	100

Minimum Qualifying Marks = 70% of 100= 70

2. Business and Scope Requirements:

Sn.	Requirements	Criteria
1	Inbound.	MUST
2	Real-Time queuing	MUST
3	Centralized Customer Repository to be built as part of the Call Center	MUST
4	Robust Real-Time and Historical Reporting Mechanism.	MUST
5	Call Back Assist or Virtual Hold - Callback Customers When they opt on call waiting.	MUST
6	The system should provide abandoned call statistics.	MUST
7	All statistical call data must be time and date logged.	MUST
8	The queue must have music on hold.	MUST
9	The longest waiting time will be given the highest priority.	MUST
10	The system should provide the status console for the agent.	MUST
11	The system should also log all agent activities.	MUST
12	The system should also support supervisory screens.	MUST
13	Queue Management	MUST
14	Agents should be easily scalable to handle larger number of calls.	MUST
15	The system shall provide caller queue number to caller and estimated time required to connect to agent.	MUST

3. Voice Recorder

Sn.	Requirements	Criteria
1	There should be an exhaustive module for play back and search.	MUST
2	The files should be stored securely.	MUST
3	Any unauthorized access should be denied and logged.	MUST
4	The system should provide complete audit trail of all the activities performed.	MUST
5	There should be a comprehensive Backup and Restore procedure.	MUST
6	Retrieve calls using a variety of search criteria including but not limited to: a) CLI b) Work Code c) Duration of call	MUST

	<ul style="list-style-type: none"> d) Station ID e) Agent ID f) Search from Start to End Date (Month / Day / Year) g) Search from Start Time to End Time (hh : mm) – 24 Hour format h) Calling Party Number i) Separate Download Recording file option. j) Export recordings to other media in Audio File format (*.wav or *.mp3 and other formats) 	
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4. Reporting, Dashboard (Real time & Historical)

Sn.	Requirements	Criteria
1	Complete Agent-wise Reports – (Interval, hourly, daily, monthly, and custom frequency)	MUST
2	Report which reflects individual inbound agent performance and its impacts on overall service level in a day	MUST
3	Agent wise complete Call Reports (Detail CDR)	MUST
4	Graphical reports (Histogram).	MUST
5	Agent Login Report (including agent profile details) this report enables you to find out all the agents' login time at the start of the day.	MUST
6	Call records of a specific agent(s) for a particular span of time and date.	MUST
7	Successful and attempted calls report	MUST
8	Agent wise call duration report (Graphically)	MUST
9	All the reports should easily be exportable in Excel format.	MUST
10	Attendance Report – (First Login, 2 nd Login, Last Logout)	MUST
11	Complete real-time view of all channels on recording with name and current status i.e., Recording Status (Enable / Disable), Station (IDLE / Busy)	MUST
12	Customer Feedback: Once the Complaint/Inquiry has been resolved, Customers can be prompted for a Feedback. The feedback can be used later by the Organization to enhance the efficiency of their organization.	MUST

Annexure “C”

FORMAT FOR TECHNICAL COMPLIANCE SHEET

SR	ATTRIBUTE	SPECIFICATION	COMPLIANCE (YES/NO/ PARTIAL)	COMPLIANCE PROOF (PAGE NUMBER IN BID)

Annex “D”

PRICE SCHEDULE/ FINANCIAL COST SHEET

Sr	Description	Qty	Amount	Taxes	Total Amount with Taxes
1	Rate of Call Center Agent* per month				
2	Outbound call charges (All local networks in Pakistan) – Per minute charge				
3	SMS charges (All local networks in Pakistan)				

* Agent means one person in one shift

Note:

One shift will be planned per day i.e., 8 hours each from 9 AM till 5:00 PM.
Payment will be made on quarterly basis.

Signature of authorized person

(Company Seal)

Name:

In the capacity of dully authorized by

Annex “E”

COVER LETTER [TO BE ON THE LETTERHEAD OF THE BIDDER COMPANY CONTAINING ADDRESS OF REGISTERED OFFICE AND NECESSARY CONTACT INFORMATION]

Dear Concerned,
Tender Name:

We are writing to express our interest in bidding for the procurement opportunity currently available at your organization. We believe that our company meets all the criteria mentioned in the RFP and we are confident that we can provide high-quality products/services that will meet your requirements.

[Company Name] is a [brief description of your company], and we have been providing [relevant products/services] to our clients for [insert number of years] years.

We understand that your organization is looking for a bidder who meets the requirements of the criteria mentioned in your request for proposals. We would like to assure you that our company meets all of these requirements.

[Insert credentials and expertise of your company]

We are submitting this cover letter as part of the first envelope, which is meant to showcase our qualifications and experience. In our proposal, we have included all the necessary information required by the procurement documents, such the technical bid, financial bid, and other relevant information.

We would be happy to provide you with additional information about our company and answer any questions that you may have. Thank you for considering our proposal. We look forward to the opportunity to work with your organization.

Our bid shall be valid for a period of one hundred and fifty days (150) days.

We understand that you are not bound to accept the lowest or any bid you may receive and that you may also cancel the subject tender at your discretion.

We do hereby declare that our bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid and that the undersigned is a duly authorized representative of our company.

Sincerely,

[Your Name] [Signature] [Company Name] [Email Address] [Company Address]

1. We understand that you are not bound to accept the lowest or any bid you may receive.

We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid

DRAFT CONTRACT (INDICATIVE ONLY – SUBJECT TO CHANGE)

SERVICES OUTSOURCING AGREEMENT

CALL CENTER OPERATIONS

BETWEEN

[BIDDER]

&

SPECIAL TECHNOLOGY ZONES AUTHORITY

This Services Outsourcing Agreement (the “**Agreement**”) is made on this ___ day of _____ 2023 (“**Effective Date**”).

BY AND BETWEEN

[**Insert Name of Bidder**], a company registered under the laws of Pakistan having its registered office at [Insert Address] (hereinafter referred to as “**Service Provider**” which term shall mean and include its successors in interest and permitted assigns) of the First Part._

AND

Special Technology Zones Authority, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021 having its office at Special Technology Zones Authority, Prime Minister’s Office, Constitution Avenue, G-5, Islamabad, Pakistan, Pakistan (hereinafter referred to as “**Customer**” which term shall mean and include its successors in interest and permitted assigns) of the Second Part.

The Service Provider and the Customer may hereinafter be referred to individually as “**Party**”, and collectively as “**Parties**” where the context so requires.

WHEREAS:

- a. The Service Provider is engaged in provision of [Insert Details of Business];
- b. The Customer is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, inter alia, develop and regulate special technology zones in Pakistan;
- c. The Customer intends to receive Contact Center Services (as defined below) for its business from the Service Provider;
- d. The Service Provider has agreed to provide Contact Center Services to the Customer;
- e. The Parties now wish to record the terms of their understanding in this behalf.

NOW, THEREFORE, for mutual covenants and benefits to be derived therefrom, the Parties agree as under:

1 Interpretation

1.1 In this Agreement:

‘**Agent**’ means a person / human resource who performs Contact Center Services on behalf of

the Service Provider.

‘Campaign’ means any Inbound or Outbound Contact Center project conducted by the Service Provider for the Customer.

‘Contact Center Services’ means and includes Inbound and / or Outbound calling campaigns carried out by the Service Provider according to the Customer’s guidelines as per the business need based on available capacity of Agents and Standard Operating Procedures (SOPs) provided by the Customer (as updated on a regular basis by the Customer, in writing).

‘Equipment’ shall mean all the equipment, machines, material, facilities, electrical and mechanical hardware and / or software used under this Agreement.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided that such material and adverse effect could not have been prevented, overcome, or remedied, in whole or in part, by the affected Party through the exercise of diligence and reasonable care. An event of Force Majeure shall include, but not be limited to, an act of God, a pandemic, outbreak, plague, war (whether declared or not), government decree, import and export bans, fire, explosion, flood, typhoon, strikes and sabotage, civil commotion, riots, embargoes. For the avoidance of doubt, fluctuations in exchange rate adversely affecting the dues under this Agreement or any other obligations hereunder shall not constitute a force majeure event.

'IPRs' or 'Intellectual Property Rights' means patents, trademarks, service marks, certification marks, rights to prevent passing off, trade names, design rights, copyright, trade secrets, rights to know-how and confidence and any other rights similar or analogous to any of the foregoing, howsoever and where so ever arising and whether registered (including applications for the grant of registered rights) or unregistered.

‘Contact Center’ means the Contact Center of the Service Provider situated at [Insert Address] or any other premises so designated by the Service Provider for rendering Contact Center Services under this Agreement.

- 1.2 The headings in this Agreement are for reference purposes only and shall not affect the meaning or construction of the Clauses to which they relate.
- 1.3 Any reference in this Agreement to the singular shall include reference to the plural and vice versa unless the context otherwise requires.
- 1.4 References to Clauses and Schedules are references to Clauses and Schedules to this Agreement, unless the context otherwise requires.
- 1.5 References to any statute, statutory instrument, regulation, legislation or ordinance shall be interpreted as a reference to the same as amended by any subsequent variation, modification.
- 1.6 In the event of any conflict or inconsistency between the Clauses and Schedules of this Agreement, the former shall prevail.

2 Scope of Services

- 2.1 The Service Provider will provide Contact Center Services for interaction with Customer's clients through assigned mediums of communication as may be agreed from time to time in writing by the Parties. The interaction in Inbound and / or Outbound Calls would be to handle queries of clients using Customer's services (i.e. queries / complaints / suggestions / feedback / surveys etc.) as well as information dissemination. All interactions will take place on behalf of the Customer as per strict guidelines given to the Service Provider by the Customer. These guidelines can be changed from time to time with the mutual consent of the Parties in writing.
- 2.2 The Service Provider will provide / arrange the Equipment, which includes computer systems, contact center infrastructure and various support tools to be used for provision of Contact Center Services. The Service Provider will provide GSM based soft UAN to Customer. The Service Provider shall run the Contact Center for 9 hours a day, 5 days a week (Monday-Friday) for Inbound and / or Outbound Calls. The Customer would provide the initial training to the Service Provider's designated Agents. The system would provide complete call related statistics and reports relating to Inbound and Outbound Calls as per mutual agreement, in writing, with the Customer.
- 2.3 The Service Provider will make Outbound Calls to the phone numbers provided / identified by the Customer from time to time as per the requirement. Customer can also request to send SMS to provided / identified phone numbers from time to time (through the designated staff hired for this project) or do so directly through the provided business SMS portal on its own.
- 2.4 The Service Provider shall be responsible for the discipline, promotion, suspension, engagement and dismissal of its Agents / personnel and any related liability. The Service Provider shall be responsible for training of newly hired Agents (after getting initial training by the Customer vide sub-clause 2.2 above) and subsequent clients-specific training. The Customer shall not have any liability, howsoever caused, for the Agents.
- 2.5 An Agent working on monthly basis would be assumed to have a forty (40) hours' work week with two days off per week along with entitled statutory leaves, i.e. Sick, Casual and Annual leaves will be catered for within the same headcount.
- 2.6 The Service Provider shall always strictly comply with the provisions of, inter-alia, labor and other laws, which are applicable to its Agents / personnel, its operation, and its establishment. The Service Provider shall be solely and exclusively responsible to discharge its obligations in respect of statutory benefits, payments, compensation or contributions to its Agents / personnel whether such benefits, payments, compensations or contributions are in force at present or which may be introduced subsequently through mutual consent of the Parties and / or by the law.
- 2.7 The minimum number of Agents for the duration of the Agreement shall be three (03). The Customer will inform the Service Provider fifteen (15) days before the effective date of a project for the arrangement of the required number of Agents. Once the project is underway, the Customer may increase or decrease the number of Agents, with mutual consent of the Service Provider in writing, provided thirty (30) days' advance notice has been given to the Service Provider.

- 2.8 The Service Provider will provide Agents who will work at its premises using the Service Provider's facility and Contact Center infrastructure. The Service Provider will be responsible for the compensation of the Agents and shall keep the Customer indemnified with respect to any legitimate claim, default, legal costs, and direct damages caused due to intentional act or omission of the Agents that is contrary to the law.
- 2.9 Scope of any new project under this Agreement will be agreed mutually in writing between both Parties.

3. Payment

- 3.1 In consideration for the Contact Center Services, the Customer agrees to pay the Service Provider PKR [Insert] per Agent per month for Inbound / Outbound Calls agents, at the end of each month, subject to the completion of an 08 hours shift exclusive of all applicable taxes. All Inbound telephony charges and monthly PRI bills or telephone line bills would be borne by the Customer and forwarded by the Service Provider as per actual (if any). The Robo Calls / Outbound Calls will be charged at PKR [Insert] / 30 seconds pulse whereas the outgoing SMS will be charged @ PKR [Insert] per SMS.
- 3.2 All charges associated with the transfer and / or acquisition of PRI(s) / Short Code / Toll Free number / UAN will be borne by the Customer.
- 3.3 The Customer may opt for [Insert] soft number. The soft number will be allotted with mutual consent in writing and will be property of the Customer.
- 3.4 Invoicing will start from the date of operations (including training period), which will be agreed by both Parties in writing
- 3.5 The invoices would be raised at the end of each service month and timely intimation shall be sent to the Customer. All undisputed fees will be paid within thirty (30) days. All the Agents deputed for the Campaign will be charged on monthly basis and prorated charging will be made in any case.

4. Service Level Agreements

- 4.1 The Service Provider agrees to deliver the mutually agreed service level agreements for each category of Contact Center Services, which shall be mutually agreed from Campaign to Campaign or project to project through mutual consent of the Parties in writing.
- 4.2 The Customer will have access to all reports related to performance of Agents and other operational activities related to the Customer, which will be mutually decided. Weekly reports as agreed mutually related to detailed performance analysis will be generated regularly.

5. Term

This Agreement shall commence on the Effective Date and, shall remain in force for the period of one (1) year, which may be further extended up to a period of three (3) years by mutual consent of the Parties unless it is suspended or terminated by either party in accordance with the provisions contained herein. Upon expiry of the stated period, the Parties may mutually agree upon a further extension of the duration so stated which must be recorded formally in

writing through a renewal agreement or a fresh agreement.

6. Change Control

Subject to Clause 2.6, any change to or request to change any aspect of the Contact Center Services made by the Customer or any other term of this Agreement shall be made in writing with a prior notice of thirty (30) days. Such change shall be subject to the mutual consent of both Parties.

8 Warranties of the Service Provider

- 8.1 Service Provider hereby warrants and represents to the Customer that Service Provider has the full capacity, authority and all necessary licenses, permits and consents to supply the Contact Center Services under and in the manner contemplated by this Agreement and any other documents to be entered into by it in pursuance to this Agreement.
- 8.2 Service Provider warrants that the work performed by it for and on behalf of Customer under the agreement will not infringe any Intellectual Property Rights to or improperly provide the trade secret of any third party. The Service Provider will fully defend and hold the Customer harmless specifically from any claim of such infringement or improper disclosure.
- 8.3 The Service Provider shall:
- a) perform the Contact Center Services with all reasonable skill and care and in line with best industry standards.
 - b) discharge its obligations under this Agreement in accordance with all applicable laws meaning all national, state, local, municipal legislation, regulations, statutes, by-laws, consents and / or other laws and any other instrument having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions) relating to or connected with the activities contemplated under this agreement wherever so located or performed,
 - c) follow the professional rules, codes of conduct, regulations and associated guidelines;
 - d) ensure that all Agents and any other personnel assigned to the Contact Center Services have the appropriate training, qualifications, and experience to perform the Contact Center Services in line with best industry standards; and
 - e) perform the Contact Center Services in accordance with this Agreement and any timescales set out herein.

9 Effect of Force Majeure Event

A Party that is prevented to perform its obligations under this Agreement due to an event of Force Majeure shall notify the other Party as soon as possible but in any event within seven (7) days by e-mail when the Force Majeure event has occurred. The prevented Party shall also notify the other Party by e-mail as soon as possible when the event of Force Majeure has ended. An event of Force Majeure which may cause delay to the Service Provider's or any part thereof

and be such as to fairly entitle the Service Provider to an extension of time, STZA shall endeavor to reach a mutual agreement on a fair and reasonable extension. Where the Parties fail to agree, STZA shall, on its own, determine and notify the Service Provider in writing of a fair and reasonable extension to the Delivery Date. If the Goods are not delivered to STZA by such extended Delivery Date, STZA shall be entitled to terminate this Agreement with immediate effect through written notice to the Service Provider.

10 Indemnity

- 10.1 The Service Provider hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless the STZA and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Service Provider or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach by the Service Provider of any of its representations, warranties or covenants contained in this Agreement.

11 Confidentiality

- 11.1 Each of the Parties hereto ('the covenanter') undertakes to the other that except and to the extent otherwise provided or permitted in this Agreement, each Party, its officers and employees, will maintain in strictest confidence and not divulge or communicate to any other person any Confidential Information.
- 11.2 Except and to the extent otherwise provided or permitted in this Agreement, any records, tapes, discs, drives, data or other materials or documents and any copies thereof which either Party may provide to the other under this Agreement shall be maintained by the covenanter in its possession or control and shall be returned to the other upon demand or upon expiry/termination of this Agreement.
- 11.3 For the purposes of sub-clause 11.1 above the expression 'Confidential Information' means:
- 11.3.1 information concerning the trade secrets or business methods or techniques, dealings, transactions or affairs of either Party which may come to the notice of the covenanter during the continuance of this Agreement;
 - 11.3.2 (Where Customer is the covenanter) any information relating to the methods or techniques used by Service Provider in developing or providing the Contact Center Services other than Customer data;
 - 11.3.3 data of all callers and users, and such information of the kind defined in Clause 11.3.1 above;
 - 11.3.4 All applications extended by the Customer or its third party affiliates to the Service Provider;
 - 11.3.5 Any information whether or not designated as being confidential, whether written or oral, disclosed before or after the date of this Agreement but which is or ought reasonably to be considered confidential.
 - 11.3.6 Any data, records, tapes, discs, drives, data or other materials or documents and any

copies thereof which either Party may provide to the other under this Agreement.

- 11.4 The provisions of Clause 11.1 above shall not apply to any Confidential Information to the extent that such information is required to be divulged by any court, tribunal or governmental authority with competent jurisdiction; or the disclosing Party has authorized, in writing, such disclosure.
- 11.5 The provisions of Clause 11 shall survive the expiry/termination of this Agreement and shall continue to be valid until such Confidential Information is in the public domain.
- 11.6 The Service Provider hereby agrees that any unauthorized disclosure of the Customer's Confidential Information may cause irreparable harm, which may not be adequately compensated monetarily. In such event, in addition to monetary damages, the Customer shall be entitled to any and all remedies available to it under this Agreement, the law and equity.

12 Termination

- 12.1 The Customer may terminate this Agreement without assigning any reason after written notice of at least thirty (30) days has been given to the Service Provider, during which period each Party shall continue to perform its obligations. The termination of this Agreement shall become effective upon the date specified in the written notice.
- 12.2 This Agreement may be terminated by the Customer if there is a material breach of any provision of this Agreement by the Service Provider, provided written notice has been given to the Customer of the alleged breach and the Service Provider has not cured the breach within thirty (30) days thereto.

13 Governing Law, Dispute Resolution

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 13.2 Any difference or disputes arising out of or in connection with this Agreement shall be settled through amicable means by the senior management of both Parties. If the senior management fail to resolve the dispute amicably, and it shall be deemed they have so failed as soon as one of the Parties so notifies the other in writing, the said disputes including any question regarding their existence, validity or termination of the agreement, shall be settled under the Arbitration Act, 1940 as amended and shall be referred to a sole arbitrator. The seat and venue of arbitration shall be based in Islamabad.

14. General

- 14.1 **Entire Agreement**
This Agreement along with its schedules (if any) shall constitute the entire terms agreed between the Parties hereto in respect of the subject matter of this Agreement.
- 14.2 **Variation**
This Agreement shall be capable of being varied only by an instrument in writing mutually agreed by both the Parties, under the hand of an officer or other representative of each of the Parties duly authorized in that behalf.

14.3 **Severability**

This Agreement is severable that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction then such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement, provided that such provision does not relate in any manner to the Contact Center Services.

14.4 **No Partnership, etc.**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or fiduciary duty between the Parties hereto or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither Party shall have any authority or power to bind the other or to Agreement in the name of or create a liability against the other.

14.5 **Employee Poaching**

The Customer and Service Provider agree not to employ each other's personnel for the duration of this relationship and for a period of two (02) years, after this Agreement is expired/terminated for any reason whatsoever.

14.6 **Waiver**

No failure caused by either Party, to exercise any right or remedy available to it hereunder, nor any delay to exercise any such right to remedy shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy stop any other or further exercise thereof or the exercise of any other right or remedy.

14.7 **Assignment**

This Agreement and all of its terms and conditions shall bind the Parties hereto and their respective successors and assigns and shall insure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns whether so expressed or not. Each Party may assign this Agreement, partly or wholly, to a third party after seeking prior consent from the other in writing, which consent shall not be withheld unreasonably. An assignee of either Party, if authorized hereunder, shall have all the rights and obligations of the assigning Party set forth in this Agreement.

14.10 **Notices**

All notices and other forms of communications including but not limited to intimations, request for approvals, termination notices, required or permitted by this Agreement shall be given in writing by registered mail, acknowledgment due, facsimile or email and shall be addressed to:

In case of Service Provider:
[Insert]

In case of Customer:
[Insert]

or to such other address(es) as the Parties may from time to time designate.

14.11 **No Employment Relationship**

The agents of the Service Provider shall be considered independent contractors and not employees of the Customer. The Service Provider shall be solely responsible for all employment-related matters, including but not limited to, compensation, benefits, taxes, insurance, and any other obligations or liabilities arising from such employment relationship.

15. Intellectual Property Rights

- i. Both Parties shall retain the ownership and all associated rights in their own intellectual property. Nothing in this Agreement shall be deemed to confer any rights to one Party over the intellectual property of the other Party. The IPRs owned by a Party hereto before the date hereof and made available to the other Party under or in the connection with this Agreement shall remain the absolute property of the granting Party.
- ii. Unless agreed otherwise in writing, nothing in this Agreement shall confer or be deemed to confer on either Party any rights in or license to use any intellectual property right of the other Party without its explicit written consent.
- iii. Neither Party shall use any promotional, advertising or marketing material that has not been approved by the other Party nor shall either Party utilize any intellectual property of the other Party (including but not limited to logos and trademarks) without the prior written permission of said Party.

IN WITNESSES WHEREOF, the Parties have affixed their respective hands hereunto on the day, month and year first above through their duly authorized representatives.

SPECIAL TECHNOLOGY ZONES AUTHORITY	SIGNATURES
through its authorized signatory	
Name:	
Designation:
CNIC No.:	
 [ISERT]	
through its authorized signatory
Name:	
Designation:	
CNIC No.:	
 In the presence of signature of
WITNESSES	
Name:	
Address:
CNIC No.:	

Name:

Address:

CNIC

No.: