

Terms of Reference (TOR)

Introduction:

K-Electric Limited (KE), Pakistan's only vertically-integrated power utility company that manages all three key stages – generation, transmission, and distribution – of producing and delivering energy to its consumers, invites tenders via Ariba for procurement of services as per details given below:

Outsourcing of Call Centre
Outsourcing of Call Centre service provider (successful bidder) shall provide significantly enhance a company operational efficiency and customer service capabilities when defining the scope of work for an outsourced call Centre, its and essential to be clear about expectations and responsibilities
Contract period for above services will be three (03) years. from the date of contract execution.

(Section A)

Scope of Services

Inbound Calls

- 1.1.1. Handling inbound voice calls from customers generated from any geographical location of Karachi 24 hours a day, 7 days a week, throughout the year
- 1.1.2. A segment of calls shall not be routed to vendor
- 1.1.3. A certain percentage of calls be routed to Vendor based on agreed Formula

a) Inbound calls

An indicative (not exhaustive) list of functions to be covered under inbound calls, is given below:

S. No.	Category	Description
a.	General queries related to products / offers / campaigns and customer account.	An indicative list of products on which general or account related queries are expected to be received, is: Technical queries Billing queries New connections queries Net Metering queries Any other new promotions/campaigns

b.	Service Requests	Time of use conversion/time drift correction Dues clearance certificate Late payment surcharge Rate slab benefit
c.	Complaints	Complaints may be expected of billing/technical etc. CCR should be able to handle/resolve customer complaints upfront, where possible, as per shared guidelines. All complaints / feedback / suggestions from customers would need to be registered.
D	Call influx	Maximum call volume in 15 minutes: 5,000 Maximum call volume in one hour: 20,000 Maximum call volume in one day: 150 K

- 1.1.4. Vendor will render Call Centre services in both Urdu and English. Apart from this, the Vendor should however be capable of providing such services in regional languages, including Sindhi & Pashto, if required by Client
- 1.1.5. Sufficient seating capacity is required at the Vendor location for handling Inbound/outbound calls. Certain proportion inbound calls and outbound campaigns will be allocated to vendor depending upon Agreed AHT (Average Handle Time).
- 1.1.6. State of the Art Telephony solution will be provided by Vendor. Open-source Telephony solution is not to be accepted.
- 1.1.7. Human Resource, team lead and below assigned on CLIENT project should not be used for any other project.
- 1.1.8. It shall be the responsibility of the interested participant(s) to ensure that they possess necessary skills, expertise, manpower, infrastructure, licenses, approvals in case of any third-party patents, trademark, copyrights, and intellectual property rights.
- 1.1.9. For the purpose of continuity of business in case of a disaster, of any kind, which may render the Call Centre incapable to provide services, Vendor should recommend the secondary sites. Penalty will be imposed incase vendor will not utilize secondary sites, when required
- 1.1.10. It shall be the responsibility of Vendor to extend and use KE (Telephony Solution – genesys-IWS) for inbound and outbound calls if required.

1.1 Outbound Calls

- 1.1.11. Vendor must have the Outbound dialing facility with mapped KE-CLI for callback purpose to the customer where required as per set SOPs



Interested vendors are requested to submit signed and stamped copy of this tender document by email from their official email ID to the following addresses:

usama.manai@ke.com.pk
asim.shamsi@ke.com.pk
muzammil.ahmed@3posp.pk

The E-mail for EOI should contain the subject line "Multi Year Contract of Outsourcing of Seats" identifying the party interested in bidding. Please provide the following details in the email:

Contact person's name:

Designation:

Official address:

Phone number:

Email address for future correspondence:

The deadline for submission is no later than **Jan 25, 2025**.

Additionally, please complete the Ariba vendor registration form by clicking the following link:

<http://k-electric.supplier.mn1.ariba.com/ad/selfRegistration/>

2. MODEL OF CALL CENTRE

2.1. Scalability

- 2.1.1. The Vendor should have the capability to manage the agreed call volumes. In case of surges faced by Call Center,
- 2.1.2. The Vendor must share the methodology used to size the staff as per shift
- 2.1.3. The Vendor must describe the tools used for scheduling and to forecast the number of agents needed to handle spikes in call volume.
- 2.1.4. CLIENT will share the weekly/monthly forecast for the inbound /outbound calls. If at any point of time, for any reason, the calls exceed the given forecast, the same shall be revised and the Vendor would need to adjust staffing and resources.
- 2.1.5. The premises and other infrastructure facilities at all locations should be state of the art and have capacity for quick scalability to higher volume of calls as per requirements of CLIENT in view of integration of several functions and new initiatives to be undertaken at the Call Centre. For this purpose, Vendor must keep a reserve pool of call agents to cater to those surges

2.2. Call Centre Infrastructure

The infrastructure refers to the physical facilities such as premises, furniture, hardware, software, telecom infrastructure and arrangement for connectivity to CLIENT data sources/ CRM portal for smooth operations of the Call Center. The Vendor will provide the complete infrastructure, as indicated below, except the leased lines, Toll Free lines, telecom



infrastructure, CRM and SIP trunk. Further, the maintenance of equipment, subscriptions to software/application licenses, antivirus, and technical Support for infrastructure will also be the sole responsibility of the Vendors. Call Center Infrastructure should have an active- active DR site in case of primary Site Failure.

2.3. Vendor will provide

The Vendors will put in place state of the art infrastructure required for the daily functioning of the call center including:

a) Premises, Furniture and Amenities:

The Vendor will be responsible for providing premises duly equipped with power, lighting, network connectivity, security systems etc. Provision must be made for seating for Agents, managers and CLIENT employees at site with proper lighting, air conditioning etc. to ensure sufficient comfort level to the Agents as well as CLIENT staff. Adequate training facilities should also be provided including availability of proper rooms with whiteboards, projectors, computers and other appliances. There should also be a provision of CCTV cameras at the site. CLIENT team can visit Vendor office to view any specific footage and same shall be provided to CLIENT if required.

b) Hardware, Software, Telecom facilities:

Vendor will be liable for repair & replacements of all the equipment used for Call handling.

The Vendor will be responsible for all the hardware and software facilities required for smooth operation of a call center. This includes:

- Smart IVR, CTI, Call Center ACD, Proactive dialer for outbound calls, Call Center Telephony system with Advance Queue Management and real time Dashboards based on Widgets and Spill over services
- Customer segment-wise queue configuration with queue management for spill over/queue jump of calls during high call influx.
- Real time access to reporting with Clients.
- Complete hardware and software for Customer Care Representatives (CCRs)
- All contemporary state of the art Business Intelligence Tools
- Other basic infrastructure such as cabling, firewalls for security, WAN links, power and UPS etc.
- Vendor should not sublet any operational activities related to Call centre services being provided to K.E under this RFP

The above list is not exhaustive, and the Vendor need to provide complete infrastructure to meet CLIENT's requirements as per the Scope of Work.

The Vendor should completely own the infrastructure at all points without any capital or operational cost implications for CLIENT except the agreed cost model.



The technical quality and standards of all the hardware and software will need to be finalized in consultation with CLIENT to ensure that it meets the quality standards as expected by the CLIENT.

Details are also mentioned in Clause 6. Technical Specifications.

2.4 CLIENT will provide

- a) CLIENT will provide backend IP telephony infrastructure and related customer services applications (CRM) as per specification mentioned in 'Technical Specifications' except end-user equipment, Call Center equipment, network links, LAN switches and power/ups infrastructure etc.

3. SERVICE REQUIREMENTS

3.1. Manpower Profile

- Resource Engagement & Training.
- Over the years, CLIENT has developed a hiring process to maintain the hiring quality. The process includes, telephone screening, assessment test, panel interview. The Vendor should follow the methodology practiced by CLIENT to maintain similar standard of quality hiring.
- Vendor would maintain a minimum of 10% 'Shadow Resources' (Call Center Agents) at all times in order to ensure minimum shortage of headcount due to attrition.
- Resources to be engaged for CLIENT project shall comply with following eligibility criteria:
 - a) Customer Care Representatives (CCRs)
 - Should have good communication skills, both written and verbal. Should have proficiency in English and Urdu Languages Should have accent free speech
 - Should be a graduate with basic knowledge of how to operate computer
 - Positive attitude with a flair to go the extra mile or to go out of the way for customer facilitation without compromising/deviating from the defined processes and timelines.
 - Should have the age of less than 30 years.
 - Must not have any criminal record or proceedings pending or in process in any court of law.
 - Must not be an ex-employee of CLIENT/Vendor who was either terminated or asked to resign due to bad conduct or poor performance.

The Vendor will have to submit complete profile of the Call Center agents at the time of hiring. In case CLIENT finds any candidate unfit, that candidate should not be allowed to handle CLIENT customers:

b) Team Leader and Floor Supervisor

- Must be a Graduate or equivalent
- Should have good communication skills, both written and verbal. Should have proficiency in English and Urdu languages. Should have accent free speech

- Experience of at least 3 years in a Call Center. Fresh candidates cannot be considered.
- Effective problem-solving and decision-making skills
- Should have complete knowledge of CLIENT products, services and systems.

c) Trainers

The profile of the trainers should be as follows:

- Must be a Graduate or equivalent
- Should have complete knowledge of CLIENT services, products and policies.
- Experience of at least two years in the field of training on soft skills and communications

d) Manager Operations

- Must be at least Bachelors
- Should have complete knowledge of CLIENT services, products and policies.
- Excellent Communication Skills
- Experience of at least 10 years in the Contact Center field with 5 years in a Managerial position

3.2. Staff Retention/Attrition rate

The Vendor will put in place systems to ensure that the resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the agents and senior staff so that attrition rate is kept at the minimum level. If the attrition rate rises to above 4% per month, CLIENT can suggest policies which will need to be implemented by the Vendor to reduce attrition.

3.3. Training

- 3.3.1. The Vendor shall setup a state-of-the-art training facility for conducting regular training sessions for existing and new recruits on CLIENT project. The Vendor shall dedicate a pool of trainers to CLIENT project who will be responsible for all kinds of trainings to the staff handling CLIENT inbound calls. CLIENT trainers will give initial training regarding applications to be used, CLIENT products/campaigns and end-to-end processes to that pool of outsourced trainers before the transition. This pool of trainers will be informed in case of any change in the already launched products / processes, which they will pass on to the call center agents on CLIENT project.
- 3.3.2. In case of a launch of new product / processes, CLIENT team will impart training to the Vendor trainer pool for CLIENT project.
- 3.3.3. The Vendors in consultation with the CLIENT, shall design capsule training programs for different products and also prepare a quarterly calendar to provide training to all resources on the systems and procedures laid down by the CLIENT. The training will cover the following:



- Communication and Soft Skills
- Systems & portals
- The products and services of CLIENT
- The behavioral and cultural expectations of CLIENT from a professional Customer Care Representatives.

3.3.4. CLIENT trainers will occasionally attend the training programs conducted by the Vendor's training team to gauge the quality and content of the training.

3.3.5. Each Call Center Agent will be required to go through a new hire training program for the duration decided by CLIENT. Upon completion, the candidate will appear in a test for assessing the product and process knowledge gained during the training. The test will be conducted either by CLIENT or by Vendor at CLIENT's discretion and the candidate will be required to score minimum 80% score. CLIENT shall be the final authority to approve or disapprove the agent or advise replacing any existing agent based on performance. Vendor will share the assessment Test layout with CLIENT for approval and will keep on changing the content for each session.

3.3.6. The Call Center Agent will not be allowed to handle the inbound calls unless he clears the test. Not more than 2 (Two) attempts will be allowed to the Call Center Agent to clear the test.

3.3.7. Vendor will conduct regular training need analysis for the staff and will conduct trainings according to the need.

3.3.8. CLIENT shall have the right to conduct the test of staff at any time.

3.3.9. Since the CLIENT will keep modifying its products and services, and keep introducing new products and campaigns, the Vendors will put in place a training system to ensure continuous up-dation of knowledge, processes and skills. CLIENT will provide standard statements and relevant information / material as and when required.

3.4. Quality Assurance

This ensures that the Vendor follows pre-defined specification of handling a call and the score is reflective of adherence to internal quality norms. While the Vendor will have to set up its own internal quality audit mechanism as per CLIENT guidelines (mentioned below), CLIENT will also get the call quality monitored internally or through an external agency. Quality evaluation score for Vendor will be based on the evaluations conducted by CLIENT. CLIENT will evaluate minimum 5 calls per agent per month; however, CLIENT has right to increase or decrease the number of evaluations as per business need. Score of calls being evaluated by CLIENT shall be considered as per set SLA

3.4.1. The internal Quality department of Vendor will ensure at least – 15 calls /agent / month are monitored.



- 3.4.2. Vendor will provide direct access of live calls or historical call data to Client for audit purposes and calibration
- 3.4.3. Mystery Calling shall be done, and the feedback will be shared with CLIENT.
- 3.4.4. A stack ranking of agent / team lead to be prepared by Vendor and shared with CLIENT.
- 3.4.5. The bottom 25% performers within the agents will be identified each week along with the specific areas which require improvement for each agent. A minimum of 1 hour of coaching/counseling should be conducted with each CSR within one week of identification at Vendor cost.
- 3.4.6. The coaching/counseling shall include, but not be limited to, side-by-side and silent monitoring, training material handouts, agent self-evaluation and one-on-one discussions in an attempt to improve the specific areas of weakness identified by the Quality Scores.
- 3.4.7. A Performance Improvement Process should be used to address the repeat offenders.
- 3.4.8. CLIENT reserves the right to recheck the evaluations made by Vendor audit team on as and when required basis.
- 3.4.9. Vendor will have to achieve the KPI targets for quality evaluations as agreed with CLIENT and defined in contract.
- 3.4.10. CLIENT will conduct a regular internal audit/calibration to ensure that the standards of quality evaluations are met at all times. The audit/calibration may be conducted in the premises of Vendor or CLIENT. The accepted variance in scoring between CLIENT and Vendor for a same call should not be more than 5%. In case the variance is higher than 5% then CLIENT score shall be considered final.
- 3.4.11. CLIENT will conduct random spot checks of the service quality through mystery calls and/or evaluation of recorded calls. The spot checks may be conducted by CLIENT itself or through any third-party Vendor. Quality performance report of Vendor call center will be prepared based on evaluations conducted by CLIENT and not by the Vendor.
- 3.4.12. Vendor will be required to replace any Agent/Team Leader/Manager if found incompetent to deal with customers, having communication problem or breach of Employee Code of Conduct attached herewith as Annex C-1.
- 3.4.13. The Vendor shall maintain and further improve Customer Satisfaction Scores identified through ICE methodology. Through this methodology, CLIENT will measure ICE Satisfaction as perceived by the customer for a particular interaction.



4. Working Environment

- The Vendor will also guarantee a clean, no smoking and pleasant working area. The Vendor should ensure the conducive working environment for his employees (space, facilities, equipment, training rooms, cafeteria etc.).
- It is also asked that an agent should not handle calls more than 8 hours a day and over 6 days a week.
- Allocation of leaves for an employee including annual, casual, sick etc. should be as per standard practice and per legal requirements.
- According to the legal specifications, the liability of the Vendor is to engage about the respect of working laws in his own premises.
- The Vendor must provide and maintain a working environment that is safe and without risk to health. This includes equipment (such as headsets and computer screens) and safe systems of work and Noise level to ensure minimum background noise.
- Vendor must also provide employees with adequate facilities (such as clean toilets, clean drinking water, hygienic eating areas and first-aid supplies). Vendors also must provide employees with adequate information, instruction, training and supervision to work in a safe and healthy manner.
- Vendor should ensure to minimize the hot-desking wherever possible. And must ensure that all the workstations are correctly sized and comfortable for the employee. All the equipment (e.g. keyboard, mouse, headset, screens) and work area (desk and seats) should be regularly cleaned.
- The facility should have all the necessary arrangements (such as emergency exits / Fire extinguisher etc.) to deal with any unforeseen / emergency situation (hazard).

4.1. Reports

All performance reports (including Quality & Productivity) should be shared with CLIENT on a predefined frequency. Following are few sample reports. Exact reporting will be shared once the agreement is finalized.

- Daily Call Center Agent Activity Report (includes login count, login timings, number of calls, average handle time, etc.)
- Daily Call Analysis Report
- Customer Segmentation report
- IVR Analysis
- Call Center Quality Report as evaluated by Vendor
- Fatal Errors Report
- Attrition Report
- Shrinkage report
- Unplanned System Downtime Report



Other than the above-mentioned reports CLIENT reserves the right to add or delete reports based on its business requirements, which would be notified to the Vendor.

Summary of Quality Evaluations (should include improvement areas based on the evaluations and suggested action plan)

4.2. Transition Management

- 4.2.1 The outsourced Call Center shall be made operational by _____.
- 4.2.2 The interested outsourcers are required to submit a write up on Transition Management giving details of:
- Proposed transition schedule with necessary details including lead time required for go live.
 - Methodology proposed for transition.
 - Experience and qualifications of the people handling the transition.
 - Resource requirement (dedicated or non-dedicated) from CLIENT.
 - Identification of external dependencies, if any, for transition with categorization as "Critical", "Severe" and "Manageable".
 - Assumptions and commercial dependencies should be clearly stated.

5. Service Level Agreements

5.1. Vendor will have to adhere the targets and KPIs for all locations as agreed with SUPPLIER. These parameters are given below:

Achievement Slab	Less than Target	10% Less than Target	15% or more Less than Target
Penalty	3%	6%	10%

****Penalty shall be imposed on the overall invoice amount. Also, in case more than one KPIs are not met then penalty shall be imposed on KPIs having least score**

Penalty: Achievement slab indicates achievement of each KPI separately, i.e. in case the VENDOR fails to achieve 100% of any KPI, VENDOR will be penalized as per the above table.

Performance KPIs will be based on following parameters

Abbreviation	Detail	Abbreviation	Details
SL	Service Level	OL	Occupancy Level
AB	Abandoned Ratio	ICE	Instant Customer Endorsement
AHT	Average call handling time.	FCR	First call resolution.
QA	Quality audit scores & QA index	ASA	Avg. Speed of answering.

Skill Group – Inbound	Service Level	AHT (sec)	Answer Rate	Abnd Ratio	QA Score	ICE
Non- Star and Defaulters	90%	160	95%	5%	90%	95%

- Overall IT equipment uptime should be minimum 99.99%. Any downtime increasing the given threshold will be subject to penalty which will be decided as part of contract.
- All KPIs are subject to review/change as per business need and will be communicated to VENDOR well before time.
- Credit note/Adjustments (cause of Agent mistake) will be charged to Vendor. (Should be part of KPIs/ Quality)
- VENDOR's failure to perform the services in accordance with the Performance KPI(s)/Deliverables shall entitle SUPPLIER to terminate the contract without any notice period.
- Performance of the Services shall be regularly monitored through formal weekly, monthly and quarterly reviews to be held between SUPPLIER & the VENDOR.
- Agenda and format of reviews shall be agreed between SUPPLIER and VENDOR. In addition to monitoring Performance KPIs (both operational & Quality) review shall focus on root cause analysis, corrective actions planned and implemented, Value additions to process etc.
- SUPPLIER reserves the right to audit and inspect the VENDOR's records and processes associated with the VENDOR's performance within the scope of this agreement
- The VENDOR shall remedy any discrepancies / nonconformance identified during the audit within a mutually agreed timeframe. Failure by the VENDOR to agree to make or institute changes to resolve such discrepancy identified shall be deemed a breach of Agreement.

5.2. Vendor will have to adhere the targets and KPIs for all locations as agreed with CLIENT. These parameters are given below:

KPIs and Targets:

KPIs	Target
Service Level of all Queues Threshold Time: 60 Seconds	85%
Quality	85%
ICE score	90%
Average Handle Time (AHT)	160 Secs
Abandoned Rate	Less than 10%
Mystery Shopping	80%
Contingency management and handling	100%
Ensuring Lesser downtimes	100%



Client shall ensure that:

1. Redundant Network Connectivity between Vendor data centers & Client premises (with multiple service providers) and its maintenance & uptime are Clients Responsibility Redundant Architecture Active- Active or Active passive at each network layer/node is required.
2. The Vendor takes the responsibility of proactive monitoring with a NMS/Logging implemented for Performance Monitoring and reporting of Network and escalate to the concern person/Supplier in case of any issue of the link.
3. The uptime of Network Connectivity shall be more than or equals to 99.99%, link latency shall be less than 5 milliseconds with 0% ping loss.
4. Mode of connectivity shall be a secured site to site Private Leased Connectivity.
5. All Network and Infrastructure equipment shall be in principal's support with latest operating software and patch updates.
6. Failing to maintain the above mentioned uptime by Supplier, including Network (LAN & WAN), agent desk equipment, can be penalized with a rate of :

Uptime Target	2% Penalty	5% Penalty
99.99%	<99.99 to 99.94%	<99.94%

NOTE: Notwithstanding anything in this Agreement, in no event shall Vendor's maximum exposure or liability for non-compliance with the SLA criteria set forth in this Annex exceed five percent (05%) of total invoiced amounts for any given calendar month. All imposed penalties/damages shall be added.

- 5.3. Overall IT equipment uptime should be minimum 99.99%. Any downtime increasing the given threshold will be subject to penalty which will be decided as part of contract.
- 5.4. All KPIs are subject to review/change as per business need and will be communicated to VENDOR well before time.
- 5.5. VENDOR's failure to perform the services in accordance with the Performance KPI(s)/Deliverables shall entitle CLIENT to terminate the contract without any notice period.
- 5.6. Performance of the Services shall be regularly monitored through formal weekly, monthly and quarterly reviews to be held between CLIENT & the VENDOR.
- 5.7. Agenda and format of reviews shall be agreed between CLIENT and VENDOR. In addition to monitoring Performance KPIs (both operational & Quality) review shall focus on root cause analysis, corrective actions planned and implemented, Value additions to process etc.
- 5.8. CLIENT reserves the right to audit and inspect the VENDOR's records and processes associated with the VENDOR's performance within the scope of this agreement.
- 5.9. The VENDOR shall remedy any discrepancies / nonconformance identified during the audit within a mutually agreed timeframe. Failure by the VENDOR to agree to make or institute changes to resolve such discrepancy identified shall be deemed a breach of Agreement.





- 5.10. Vendor shall be required to put in place necessary security and all possible safeguards to maintain necessary confidentiality of data (including call recordings) and/or information received in any form from CLIENT. The outsourcer shall be required to submit the details of all safeguards in place at its facility before commencement of the proposed activity. The outsourcer shall have to abide by CLIENT Information Security Policy for the activities that shall be carried out for CLIENT. The service provider shall be liable for any violation of the CLIENT IT & IS policy, standards and procedures.
- 5.11. The Vendor shall always comply to security requirements attached herewith as Annex B-2.
- 5.12. Formal monthly performance reviews would be scheduled between the outsourcer and CLIENT. The outsourcer would be required to present the performance of previous month with detailed root cause analysis and suggested action plans for improvement. CLIENT will communicate the schedule of reviews at least 7 days in advance for due readiness.

(Section B)

Technical and Commercial Score Card

1. Bid Evaluation

The total points allocated for the technical and organizational strength component of the bid is 60.

If the technical component achieves 50% points (out of 60 Points), the bid will be considered technically responsive. Those bids scoring less than 50% will not be considered for financial bid opening.

The contract validity shall be of three years from the signing of the contract subject to satisfactory performance of services.

KE shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements. After submission, no amendments in the technical or financial proposal shall be permitted. Conditional discounts shall not be considered in evaluation.

The offer must be valid for 120 days from date of bid submission.

The quoted prices shall be treated as firm and final till the duration of the contract (3 years).

Based on scorecard KE will evaluate and enter into formal agreement with successful bidder accordingly. Non-confirming bids against TOR, Techno-commercial scorecard and ITB will be rejected.

2. Technical Evaluation

This document contain details of agent desk equipment specifications/interface related requirements, connectivity details and services offered by CLIENT to outsource Vendor for agents connected from remote location.

CLIENT will provide:

- Media Links
- Arrangement of connectivity to Media Links between VENDOR and CLIENT will be provided by CLIENT.

Services Required from Vendor:

- Agent Desk Hardware
 1. Regular desktop should have with below specifications:
 - Core i5
 - 8GB RAM
 - 1TB HDD
 2. Dual Ethernet interface
 3. Accessories including LCD, Keyboard, mouse

Wall Boards

Client Screens 40inch per 40 agent Display

4. Regular desktop should have with below specifications:
 - Core i5
 - 8GB RAM
 - 1TB HDD
5. Dual Ethernet interface
6. Accessories including LCD, Keyboard, mouse

Power/UPS

1. Primary & Redundant UPS Power to ensure 100 % up time
2. Gen Power

Local Area Network

1. Separate VLAN for data & voice
2. Redundancy at access & core level is required
3. WAN Connectivity: Layer 3, P2P connectivity (Media Fiber) via firewall / IPS
4. Floor Switch for Agent Desktops: Manageable, POE, QOS supported, Layer 3
5. Dual power supply required for all network devices.
6. 1+1 Redundant Data bandwidth with CLIENT Primary site. For smooth end user experience 50% extended buffer should be available to entertain momentary or prolonged spikes.
7. 1+1 Redundant VoIP bandwidth with CLIENT Primary Site Network one-way delay between CLIENT site and Vendor site should be less than 10ms. For smooth end user experience 50% extended buffer should be available to entertain momentary or prolonged spikes.
8. CLIENT would require end to end secured data & voice channel connectivity for remote agents.
9. Vendor network configuration must ensure separate VLANs for both data and voice as per best practices.
10. Configuration of secure IPSEC between CLIENT and VENDOR.

Security

1. Computation resources, Network Devices/connectivity, Information Assets, IT Services, Web Portals and Operating Systems are the property of VENDOR. These systems are to be used for business purpose in serving the interest of CLIENT and of our customers in the course of call center business operations.
2. Vendor Compliance with _____(CIS) benchmark is required.

1	Technical Score Card	WEIGHTAGE 60%
1.1	Experience Record Three projects (completed/ongoing) having similar nature and having financial value of at least Rs. 50 million per annum. Project Description: Financial Value:	
1.2	Human Resource (Proposed Team for KE) <ul style="list-style-type: none"> Company Organogram Resume of supervisors with minimum experience of 5 years each in similar capacity Total numbers of janitors with the firm 	
1.3	Methodology / Management Plan The bidder shall provide the details about how to plan and manage the services specific to the proposal	
1.4	Compliant with Law of land including but not limited to minimum wages, social security and EOBI (documentary evidence to be submitted with tender/bid)	

3. Financial Evaluation

The financial evaluation of the bid shall be according to the below scorecard. All required documents to be submitted with the bid. Incomplete bids shall stand rejected.

2	Financial Score Card	Weightage 40%
2.1	Quoted Price	
	SCOC – Supplier Code of Conduct	Yes/No
	Bid Validity	120 days
	Payments Term	60 days
	KE Standard terms and conditions	Yes/No
	KE HSEQ form SP-022	Yes/No
	Performance Guarantee	Yes/No

Commercial Terms

While preparing proposal Minimum 20 seats and max 100 seats should be considered K.E has the discretion to change number of seats with in a period of 30 days .

Vendor should have a reserve pool to manage breakage, shrinkage and emergency situations.

Total yearly seats may vary within three different count i.e. min 550 and max 660 seats

Month	Seat Count		
	Min	Mid	Max
Apr	30	40	50
May	65	75	80
Jun	65	80	100
Jul	70	85	100
Aug	70	85	100
Sep	70	85	100
Oct	30	30	30
Nov	20	20	20
Dec	20	20	20
Jan	20	20	20
Feb	20	20	20
Mar	20	20	20
Total	500	580	660

Section C)

ITB – Instructions to Bidder (Service Provider)

1. Mandatory Requirements

Suppliers Code of Conduct (SCOC), KE Standard Terms and Conditions, KE HSEQ form SP-022 must be endorsed/signed by vendor and to be submitted at Ariba along with quotations.

2. Performance Guarantee

The successful bidder/service provider shall furnish a performance guarantee in the shape of pay order / retention/performance bond from a recognized bank operating in Pakistan in favor of KE of the amount equivalent to 10% of the total contract value.

Pay order / performance bond to be submitted within 30 days of the issuance of Contract Release Order (CRO) by KE. In case of pay order / performance bond not preferred then retention amount equivalent value (10%) will be retained from each monthly invoice.

The pay order / performance bond will be released after the completion of contract period (3 years)

3. Terms and Conditions:

- Payment terms will be, 0 days' credit after the submission of invoices and required documents duly verified by KE admin for the contract.
- Following documents to be submitted to admin department on monthly basis:
 - a) Commercial Invoice (with user admin signature)
 - b) Sales Tax Invoice
 - c) Tax Annexure C (previous month with current month invoice)
 - d) Performance Sheet
 - e) EOBI/SESSI challan to be submitted along with monthly invoices.
 - f) ZSES Form

- KE may, at its sole discretion and at any time, terminate the respective contract without assigning any reason by giving thirty (30) days prior written notice to the service provider.
- Taxes, fees, and other impositions shall be levied as per applicable Laws.
- Service providers to confirm for registration of Sales Tax in Sindh Revenue Board (SRB).
- All stamp duties at the time of contract execution will be borne by service provider.
- TORs and instructions to bidder(s) will be integral part of the contract.

4. Special Conditions of Contract

- The successful bidder/service provider shall be liable to pay compensation for any loss and damage caused to the property of KE by the successful bidder/service provider or its workers.
- The successful bidder/service provider shall be fully responsible for safekeeping all the assigned facility, fitting and fixtures throughout the contract period. The current state of each KE Locations will be recorded at the time of handing over of the services, shall be signed off by both the parties and shall be maintained by the successful bidder/service provider in the same state.
- The successful bidder/service provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, successful bidder/service provider shall be under obligation to take necessary action and to replace any staff when requested in writing by KE admin.
- The successful bidder/service provider shall observe all the applicable laws and will be responsible for any prosecution or liability rising from breach of all applicable laws including but not limited to labor laws in force.
- if the successful bidder/service provider is unable to provide the required services, the client (KE) has the right to withhold payment and procure the services of any other service provider for the same financial amount.

5. Penalties

- The service provider shall ensure availability of quality services as mentioned in these TOR at all times and at KE Locations. Any and all complaints regarding the quality of S services, unavailability of services and/or usage of substandard material, by the successful bidder/service provider shall be immediately resolved. In the event of any failure to resolve or, if performance sheet (Annexure 3) reports of any given month provide unsatisfactory performance of the successful bidder/service provider, same shall be penalized with a fine equivalent to 5% of service charges for that month.
- In case of consecutive occurrence of any complaint for which penalty has already been imposed on the successful bidder/service provider, the penalty to be imposed with an increase of 5% of service charges.

6. Right of Rejection

KE reserves the right to cancel, amend or modify the TORs/bidding documents, the tendering process and to accept or reject any proposal/bid at any time prior to the acceptance of the proposal/bid without assigning any reason whatsoever and without incurring any liabilities with respect to the same.



7. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its proposal/bid and negotiating the contract including any visits to KE. KE will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process and further KE shall not be bound to accept any of the proposal/bid submitted.

8. Confidentiality

The bidder shall not, at any time communicate to any person or entity any confidential information acquired during the bidding/tendering process and/or during the course of provision of services, nor shall the service provider make public the recommendation formulated during the bidding/tendering process and/or in the course of, or as a result of, the services provided to KE.

9. Publicity and Marketing

The bidder(s) shall not refer to KE, as being a client of the bidder(s) either in any of their written publicity material or in any pitch proposals to other clients (whether orally or in writing)

10. Lobbying

Bidder shall not attempt to communicate directly or indirectly with any representative of KE during the tendering process except as expressly directed or permitted by KE, or except as may be required and permitted under KE's policies and Suppliers Code of Conduct (SCOC), or for any other project or assignment, in which event the bidder shall not have any discussions regarding the tendering process.

KE reserves the right to disqualify any bidder(s) who, in KE's opinion, have engaged in lobbying in connection with this document.

11. Miscellaneous

All commissions, fees, costs and expenses (if any) required for the proposes of tender submission shall be borne by the bidder.

The bidder(s) by submitting its bid warrants the accuracy of the information provided. The bidders further agree that it will promptly notify KE of any changes in the information provided pursuant to the TOR, or of any changes to any other information provided as part of its proposal/bid. Any failure by the bidder to provide accurate and updated information may result in the disqualification of the bidder(s) from the tendering process.

The bidder shall indemnify, and will keep KE and its affiliates indemnified, at all times from and against any and all loss, damage or liability (whether criminal or civil or any environmental damages) suffered, legal fees and all other costs and expenses incurred by KE or any of its affiliates or asserted against the bidder due to any action taken by a third party against KE and/or the bidder (whether directly or indirectly) as a result of a breach by the bidder of any of the terms or conditions of this TOR or the neglect or default of, or any act, matter or thing permitted or omitted by, the bidder or their personnel arising from or in connection with the tendering process or subsequent award of contract.

The bidder shall bear complete risk of any loss or damage incurred or suffered due to them which result in rejection of applications or annulment or postponement of the tendering process.

The bidder may not use any trademarks, slogans or logos of KE or any of its affiliates except as specifically authorized by KE in writing.

The successful bidder shall not assign, novate and/or subcontract the contract or services to be provided thereunder, any part thereof, and/or the services to be provided by him and/or any part thereof to any third party in any manner with any of its rights and obligations without the express written consent of KE.

12. Conduct of Work

The successful bidder/service provider shall be responsible for the management of all aspects of the scope of work (specifications).

The successful bidder/service provider shall work closely with the designated KE staff. KE's staff and representatives will be involved with the successful bidder/service provider throughout the duration of contract. All the job/works performed by the successful bidder/service provider will be with close coordination of KE's representatives. However, no responsibility will be laid on KE's staff and representatives.

The successful bidder/service provider shall implement internal quality controls and assurance procedures during execution to achieve service level as defined in Scope of work (Specifications) of the contract and shall demonstrate that they are being applied to work.

13. Applicable law and disputes procedure

The TOR, bidding procedure, the bidding documents and all related documentation are exclusively governed by the laws of Pakistan. The governing law in the contract (s) shall be the laws of Pakistan.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this these TOR/ tendering documents or their interpretation. In case the parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the parties. If the parties fail to appoint sole



arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

14. Disclaimer

The information contained in this TOR has been prepared to assist each bidder in making its own evaluation of the project/services. In all cases, the bidder is required to conduct its own due diligence, investigation, and analysis. None of KE or its directors, officers, employees or advisors may make any representation or warranty, express or implied, as to the accuracy or completeness of this TOR or the information contained herein and none of KE or its directors, officers, employees or advisors shall have any liability for the information contained in, or omitted from this TOR, nor for any of the written, oral, electronic or other communications transmitted to the bidder(s) in the course of the successful bidder investigation and evaluation of the project/services and submission of its proposal/bid pursuant to this TOR. Only those representations and warranties that are made in a definitive written agreement, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive written agreement, shall have any legal effect. Each bidder shall be responsible for its own independent evaluation and assessment of the project and should consult its own professional advisors.

KE is under no obligation to disclose any information relating to the bidding process. No representation or warranties are being made via this instant document and KE accepts no liabilities with respect to the same. KE is under no obligation to provide any reason whatsoever, for the internal selection criteria used for the bidding process. No contractual obligations whatsoever shall arise from the bidding process between KE and the bidders.

KE retains the right to award the contract under this TOR to more than one vendor.

Sign & Stamp

