



Telephone: 042-99203537

Web site: [www.sngpl.com.pk](http://www.sngpl.com.pk)

**SUI NORTHERN GAS PIPELINES LIMITED**

21-Kashmir Road, Lahore

Ref: SGMD/CS/70/26

Dated: 11-33-2026

Dear Sir,

**REQUEST FOR PROPOSAL**  
**TENDER ENQUIRY NO. SGMD/CS/70/26**  
**OUTSOURCING OF CALL CENTER FOR COMPLAINT MANAGEMENT,**  
**RLNG BASED NEW CONNECTION INQUIRY AND LPG CYLINDER**  
**DISTRIBUTION BUSINESS**  
**CLOSING DATE: 31-03-2026**  
**TENDER CLOSING TIME 1500 HOURS AND OPENING TIME 1530 HOURS**

We enclose one set of subject Tender Enquiry for "Outsourcing of Call Center for Complaint Management", RLNG based New Connection Inquiry and LPG Cylinder Distribution Business and comprising of:

- |   |                 |
|---|-----------------|
| a. Instructions to Bidders                            | Appendix – 'A'  |
| b. Evaluation Process                                 | Appendix – 'B'  |
| c. Technical Term Sheet                               | Appendix – 'C'  |
| d. Technical Evaluation Breakdown                     | Appendix – 'D'  |
| e. Price Terms Sheet for Helpline 1199 & 0800-01199   | Appendix – 'E'  |
| f. Price Terms Sheet for Helpline 1210                | Appendix – 'E1' |
| g. Specimen of Bid Bond                               | Appendix – 'F'  |
| h. Specimen of Performance / Warranty /Bond Guarantee | Appendix – 'G'  |
| i. Questionnaire / Commercial Term Sheet              | Appendix – 'H'  |
| j. Agreement  | Appendix – 'I'  |
| k. Format of Integrity pact under PPRA Rules, 2004    | Appendix – 'J'  |
| l. Format of Authority Letter                         | Appendix – 'K'  |
| m. Statement of Work for Helpline 1199 & 0800-01199   | Annexure – 'A'  |
| n. Statement of Work for Helpline 1210                | Annexure – 'B'  |

Yours faithfully  
Sui Northern Gas Pipelines Limited

  
(-----)  
Incharge (LPG/LNG)  
for Managing Director

  
(-----)  
General Manager (CS-North)  
for Managing Director

  
(-----)  
General Manager (CS-South)  
for Managing Director

Encl: As above.



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Encl: As above.



**SUI NORTHERN GAS PIPELINES LIMITED**

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REQUEST FOR PROPOSAL

**Outsourcing of Call Center for  
Complaint Management System, RLNG based New Connection Inquiry and LPG  
Cylinder Distribution Business**



## **INSTRUCTIONS TO BIDDERS**

### **INTRODUCTION**

Sui Northern Gas Pipelines Limited (SNGPL) is the largest integrated gas company serving more than 7.3 million consumers in North & Central Pakistan through an extensive network in Punjab, Khyber Pakhtunkhwa, Capital Territory, Azad Jammu & Kashmir and Gilgit Baltistan. The Company has over 55 years of experience in operation and maintenance of high-pressure gas transmission and distribution systems. It has also expanded its activities to undertake the planning, designing and construction of pipelines, both for itself and other organizations.

### **STATEMENT OF PURPOSE**

Sui Northern Gas Pipelines Limited (“SNGPL”) (hereinafter referred to as the “Company/Client”) is requesting proposals from Bidders/Service Providers to set up and maintain an inbound and outbound Call Center which will support SNGPL to manage Customer Complaints, RLNG based New Connection Inquiry and handling orders/complaints/queries for LPG Cylinder Distribution Business. The Bidder will be required to use SNGPL’s CC&B (Customer Care & Billing) system for complaint lodging, monitoring and reporting, as well as LPG management system.

Primary objectives are:

- To establish, run and maintain a Call Center for receiving SNGPL consumer complaints through incoming calls, website, social media and mobile applications. The Call Center will also handle RLNG based New Connection Inquiry and orders/complaints/queries for and LPG Cylinder Distribution Business through incoming calls, website, social media and mobile applications;
- To enter all the complaints in the SNGPL’s complaint management system i.e. CC&B system in order to provide SNGPL the real time access to the complaints being lodged.
- To enter all orders/complaints/queries in LPG management system.
- To call the concerned SNGPL officials in case of escalation of critical and long outstanding complaints;
- To carry out consumer satisfaction survey by calling consumers;
- To facilitate consumers by answering their queries.

### **CURRENT SNGPL LOCATIONS**

SNGPL, since its inception in 1963, has grown manifold as a result of sustained efforts, progressive outlook and dynamic approach in its operations. SNGPL facilities are located as follows:



**Head Office:** 21- Kashmir Road, Lahore.

**Regional Offices:**

1	Lahore-East	10	Peshawar
2	Lahore-West	11	Abbottabad
3	Multan	12	Bahawalpur
4	Faisalabad	13	Sahiwal
5	Gujranwala	14	Sheikhupura
6	Gujrat	15	Sargodha
7	Sialkot	16	Mardan
8	Islamabad	17	Karak
9	Rawalpindi		

### CURRENT APPLICATION

**Product:** Oracle CC&B

**Release:** 2.6.0

**Database:** Oracle 12c Release 1

The proposed Call Center applications must be compatible with SNGPL applications.

### TYPES OF COMPLAINTS IN CC&B

Serial	Types of Complaints	Serial	Types of Complaints
1	Blast	21	Riser bend
2	Building Collapse	22	Riser Leak
3	Fire Case	23	Service Valve Buried
4	Gas Leakage	24	Service Valve Damage
5	Gas Stop	25	Leakage at Service Valve
6	HGBC – High Gas Billing Complaint	26	TBS/DRS Fire Case
7	High Pressure	27	TBS/DRS High Pressure
8	High Pressure Area	28	Leakage at TBS/ DRS
9	Line Rupture	29	TBS / DRS Low Pressure
10	Low pressure	30	TBS / DRS Rupture
11	Low Pressure Area	31	Under Ground Leakage
12	Main Line Leak	32	Valve Pit Cover Missing
13	Meter Block	33	Clamped



14	Meter Damage	34	CMS Shifting/ Modification
15	Leakage at Meter	35	Uplifting of CMS / Service Valve
16	Meter Stop	36	Gas Theft
17	Water / Liquid in service line	37	Water/Liquid in Service Line
18	Regulator damage	38	Sales related complaints
19	Leakage at Regulator	39	Billing related complaints
20	Regulator Overflow	40	Miscellaneous complaints

### THE BIDDING PROCESS

1. The Bids against this tender enquiry are invited on **single stage two envelopes basis**. The Bids shall comprise of a single package containing two separate sealed envelopes. The original Bid plus one copy each of “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” must be enclosed separately in two sealed covers. The inner and outer envelopes must bear the words “Outsourcing of SNGPL Call Center” and Tender Enquiry No. **SGMD/CS/70/26** due for closing on 31-03-2026 at 1500 hours.
2. Each envelope shall contain separately the “**TECHNICAL PROPOSAL**” and the “**FINANCIAL PROPOSAL**”. The envelopes shall respectively be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion and should be sealed properly.
3. The bids shall be submitted on PPRA’s website through EPADs portal as well.
4. The following information must be submitted by the Bidders along with the Bid, failure to which may lead to disqualification of the Bidder.
  - i. Name of the Bidder
  - ii. Type of ownership i.e., Proprietor/Partnership/Private Limited Company/ Public Limited Company. Following must be provided in respective cases:
    - a. Copy of CNIC in case of single proprietor
    - b. Copy of Partnership deed in case of partnership
    - c. Copy of Article of Association for private/public limited companies.
  - iii. Date of Establishment of business concern.
  - iv. GST number along with copy of certificate/ PST Registration certificate of relevant province.
  - v. National Tax Number along with copy of certificate.
  - vi. Valid Professional Tax clearance certificate.
  - vii. Copy of certificate to operate a Call Center from the competent authorities i.e. PSEB.
  - viii. Proof of Active Status in FBR portal / PRA portal.
  - ix. Certificate of Registration with EOBI. (Employee Old Age Benefit Institution).



5. The Technical and Financial Proposals must include amongst others, the following documents, failing which and in case of non-compliance, the Bid shall stand rejected: -

**Technical Proposal**

- i. Confirmation that Bid Bond has been submitted along with the Financial Bid as per terms and conditions of Tender Enquiry no. SGMD/CS/70/26.
- ii. Reference of Bid security and the name of the Bank executing it must be indicated in the letter covering the Technical Bid.
- iii. Completely and properly filled in Appendices “C”, “D” and “H”.
- iv. Bid security in original must be conspicuously placed in a separate envelope.
- v. **One original Technical Proposal along with one copy of the same, failing which respective offer may not be considered for evaluation.**

**Financial Proposal**

- i. Price Terms Sheet (Appendix E & E1)
  - ii. **One original Financial Proposal along with one copy of the same, failing which the respective offer may not be considered for evaluation.**
6. Initially, only the envelope marked as “TECHNICAL PROPOSAL” shall be opened.
7. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of SNGPL without being opened.
8. SNGPL shall evaluate the “TECHNICAL PROPOSAL” in accordance with the terms and conditions of the tender enquiry without reference to the price and will reject any proposal which does not conform to the technical requirements. SNGPL has the right to physically inspect the bidder’s facility for confirmation of technical requirements and has the right to declare the bidder as “technically non-responsive” if technical requirements are not found in accordance with the terms and conditions of the tender enquiry. Technical Evaluation breakdown should be duly filled in along with reference to their respective documents.
9. During the technical evaluation, no amendments in the technical proposal and financial proposal shall be permitted.
10. Conditional Bids shall not be accepted/evaluated.
11. After evaluation of the “TECHNICAL PROPOSAL”, SNGPL shall arrange uploading of technical evaluation results on PPRA website and within the validity period, publicly open the financial proposals of the technically qualified Bids only, at a time, date and venue announced and communicated in advance to all technically qualified Bidders.
12. The “FINANCIAL PROPOSAL” of the Bids found technically non-responsive shall be returned un-opened to the respective Bidders.



13. The Bidders are required to submit the offers complete in all respects, addressed to: -  
**General Manager (CS-North/South)**  
SUI NORTHERN GAS PIPELINES LIMITED  
GAS HOUSE, 6<sup>TH</sup> FLOOR, 21-KASHMIR ROAD,  
LAHORE – PAKISTAN
14. Submitted offer must remain valid for a period of 90 days from closing date of the tender enquiry / date of opening of Bids.  
SNGPL may, however, request for extension of validity of Bids without any change in quoted price and other terms and conditions. The Bidder(s) may refuse to extend validity of their Bid(s) beyond their quoted validity.
15. The Bids will be opened in the presence of Bidders' representatives in the office of the SGM (D-South) or any other suitable place in SNGPL Head Office, Lahore as communicated to them by SNGPL.
16. Only one authorized representative per Bid will be allowed to attend the public opening of Bids. A representative from a Bidder will be required to submit an authority letter (as per specimen attached as Appendix- 'K') in his/her favor by the respective Bidder for attending the public opening of Bids, failing which he/she will not be allowed to attend the public opening.
17. Any cost incurred by the Bidder in preparing and providing a response to this RFP is solely the responsibility of the Bidder. In addition, should a Bidder be asked to provide an onsite presentation, the costs associated with that process will similarly be the sole responsibility of the Bidder.
18. Bids should not have any over-writings. Corrections, if any, must be made by deleting and re-writing. All such deletions/cuttings must be authenticated by additional signatures. Bids carrying over-writing are likely to be disregarded.
19. No Bidder will be permitted to alter his Bid after the Bids have been opened, but clarifications not altering the substance of the Bid may be solicited and accepted. Any request for clarification must be sent in writing, or by standard electronic means, to the Company's address. The Company will respond in writing, or by standard electronic means, and will send written copy of the response to the bidder, if it deems appropriate.
20. No Bidder will be allowed to alter the substance of Bid.
21. All deviations from or exceptions to, or qualifications of specifications shall be clearly stated separately in the proposals.
22. Canvassing by any Bidder at any stage of the Bids evaluation is strictly prohibited. Any infringement will lead to disqualification.
23. The bid found to be the lowest evaluated shall be accepted at the absolute discretion of SNGPL.



24. The ruling language of this tender is English.
25. Every Bidder shall furnish as part of Bid, Bid Security (in original amounting to Rs. 1,500,000/- (One Million five hundred thousand Rupees) (the “**Bid Security**”) in the form of a Bank Draft/Pay Order or a Bid Bond issued by a scheduled Bank of Pakistan in favor of “Sui Northern Gas Pipelines Ltd” on a non-judicial stamp paper (as per specimen enclosed as Appendix-F) valid for 120 days from the date of Bid opening.
26. Any Bid, which is not accompanied by the requisite Bid Security (in original), would be treated as Bid without Bid Security and will not be read out at the time of Bid opening and will be considered as non-responsive. No advice regarding issuance of Bid Bond received from Bidder/Bank will be considered sufficient in lieu of actual Bid Bond. Bids received along with Bid security in the amount of less than Rs. 1,500,000/- shall be treated as non-responsive.
27. This Bid Security will serve as guarantee and in case Bidder subsequently either withdraws, or unilaterally modifies, varies or alters the Bid after opening of the Bids and before expiry of Bid validity period, or fails to accept Letter of Intent, within the validity of their Bid or its extended validity in case the Bid turns out to be the lowest evaluated Bid, the bid bond will be forfeited. Bid bond will be retained until the successful Bidder furnishes the required Performance/Warranty Bond Guarantee. SNGPL reserves the right to retain the Bid Bond of the next lowest Bidder, until SNGPL enters into an Agreement with the successful Bidder or until 120 days after Bid opening date, whichever is later.
28. The cost of the Bid Security along with any other cost involved to submit the Bid shall be borne by the Bidder.
29. The Bid security shall be forfeited:
  - a) If any Bidder withdraws or unilaterally modify, vary or alter his bid after opening of the Bid, during the period of Bid validity specified by the Bidder in the Bid or extended period of validity of Bid.
  - b) In the case of successful Bidder, if the Bidder fails: -
    - To accept the Letter of Intent; or
    - To sign the Contract/Agreement; or
    - To furnish Performance/Warranty /Bond Guarantee as per terms & conditions of Tender enquiry/Contract.
30. The Contract will be awarded to the technically and financially qualified Bidder, meeting the eligibility criteria set forth in the tender documents/evaluation criteria and offered lowest price in accordance with tender terms and conditions. Prior to expiry of the period of Bid validity, SNGPL will notify the successful Bidder in writing through “Letter of Intent (LOI)”.
31. Within a maximum of fifteen (15) days from the date of the Bidder’s acceptance of the “Letter of Intent,” the successful Bidder will have to execute the formal contract with



the client, sign on all pages, including the front page, on stamp paper worth Rs. 1200, with a time period communicated through bid acceptance letter. Any failure on the part of bidder to execute contract within the time period given in acceptance letter will tantamount to redundancy of offer and shall also lead to forfeiture of Bid Security.

32. It is Bidder's responsibility to take appropriate measures as per General Procedure of HSE in view of the environmental health, safety laws and regulations, available at SNGPL web site i.e. [www.sngpl.com.pk](http://www.sngpl.com.pk).
33. Within 15 days after signing of the Contract, Service Provider shall furnish Performance Bond Guarantee in the form of Bank Guarantee/Bank Draft/Pay Order issued by a scheduled Bank in Pakistan, to the client in equivalent to 10% of total value of the Contract, excluding all taxes (the "**Performance Bond Guarantee**"). The proceeds of the Performance Bond Guarantee shall be payable to SNGPL as compensation for any loss resulting from the Service Provider's failure to complete its obligation under the Contract. This will serve as Performance Bond to guarantee timely launch of the Call Center as per this document.
34. The Performance Bond Guarantee shall remain valid up to 06 months after the expiry of the Contract. The Client shall promptly notify Service Provider in writing of any claim arising out of performance of the Contract. Upon receipt of such notice, the Service Provider shall settle the claims within fifteen (15) days. If Service Provider having been notified, fails to fully settle the claim within the specified time or fails to rectify any breach of the Contract in respect of any of its obligations, the client may proceed to take such remedial action as may be necessary, at the sole risk and cost of Service Provider and without prejudice to any other rights which the Client may have against Service Provider under the Contract, including partial or complete forfeiture of the Performance Bond Guarantee.
35. Nothing contained herein shall be construed to limit the obligations and liabilities of Service Provider with regard to the performance of the Agreement.
36. The Performance Bond Guarantee will be discharged by the Client as soon as possible following the completion of time stipulated in clause 33 or completion of the services whichever is later.
37. Notwithstanding anything else contained in this Agreement, the non-performance by either of the Parties or any obligations or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such Party.
38. The Bidder unconditionally undertakes and confirms that the Performance Bond Guarantee shall be an independent and autonomous Agreement between the issuing bank and SNGPL and that the Bidder shall have no right to make any interference or obstruction with any payment under the same, or take any other action whatsoever to avoid, delay or withhold any such payment.
39. Agreement will include a clause on Late Service Charges.



- 38.1 This inter alia will state that if the services, as given in the Agreement have not been dispatched/delivered on time and as per stipulations in the Agreement except on account of Force Majeure, within the delivery period given in the Agreement, SNGPL shall be entitled to recover 1% (One Percent) of the total value (excluding Sales Tax) of the delayed part of services for each day of delay, by way of Late Services Charges and not by way of penalty subject to a maximum of 10% or more of the total value (excluding sales tax) of the delayed part of the material/services.
- 38.2 The payment of such Late Service Charges shall not relieve the Service Provider from performing and fulfilling its obligations under the Contract nor will the corresponding rights and entitlements of SNGPL be affected or reduced in any manner.
- 38.3 The successful bidder will have to implement the Contract within 60 days of award of the Agreement. In case of any delay, except on account of Force Majeure, SNGPL shall be entitled to recover 1% of the total value of the Contract price (Excluding GST/PST) for each day of delay by way of Late Service Charges of the total Contract value per day and not by way of penalty subject to a maximum of 10% or more of the total Agreement value.
- 38.4 Whenever Late Service Charges become payable, SNGPL, in its sole discretion, shall quantify the same and serve a written notice upon the supplier requiring immediate payment thereof. If the Service Provider fails to remit payment within 30 days of receipt of such notice served under registered postal cover, SNGPL will become entitled to recover the same forthwith from ongoing payment or calling upon the Performance Bond Guarantee. Any withdrawals by the way of Late Service Charges out of the Performance Bond Guarantee will be made good by the Bidder/Service Provider within 60 days of receipt for the above referred notice by way of amendment to the Performance/Warranty Bond Guarantee failing which the remaining portion of this Guarantee would become encashable in favor of the SNGPL on account of any such failure.
- 38.5 By submitting the bid, the bidder unconditionally declares and confirms that the Late Services Charges are a genuine pre-estimate of the loss suffered by SNGPL and that the Service Provider accepts, without reservation, the computation of Late Service Charges by SNGPL.
39. Successful Bidder is required to carefully read text of the Integrity Pact attached with the Contract and confirm their concurrence of execution of the same. This is a mandatory requirement under Public Procurement Rules 2004.
40. For the purpose of this Agreement, such circumstances, referred to as Force Majeure shall include but not limited to:
1. Acts of God such as natural calamities, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; Epidemic/pandemic or plague;
  2. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion,



- or act of terrorism;
3. Act of state such as any change in the laws of Pakistan (including, without limitation, any order or regulation or interpretation of any law) that has the effect of resulting in the closure of the Call Center Services; in each case beyond the reasonable control of a Party affected thereby and which renders the affected Party unable to perform its obligations under this Agreement.
  4. Governmental, semi-governmental or judicial law, regulation, order, decree, directive, restriction, prohibition or intervention

Each of the Parties agrees to give notice forthwith not later than 24 hours to the other party upon becoming aware of any event of Force Majeure, and such notice shall contain details of the circumstances giving rise to the Force Majeure event. If Force Majeure event persists for the period of 30 days, Client shall be entitled to terminate this Agreement.

Any Party which is, by reasons of Force Majeure, unable to perform any of the obligations of this Agreement, shall:

- a) Use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;
- b) Promptly resume performance after the end of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance;
- c) Notify the other Party when the Force Majeure ends or abated to an extent which permits resumption of performance to occur; and
- d) Notify the other Party when resumption of performance shall occur.

The period of time during which performance of any obligation or condition is prevented by Force Majeure shall be added to the time provided under this Agreement for performance of such obligations and condition and to the time required for the performance of any act dependent thereon. However, schedule of payment for that period shall be re-adjusted according to actual service delivery.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its employees, (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

41. The Agreement may be terminated by SNGPL for any of the following circumstances:
  - a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by SNGPL.
  - b) If the Service Provider fails to perform any other obligation(s) under the Contract, or
  - c) If the Service Provider, in either of the above circumstances, does not cure its failure within a period of 10 days after receipt of the default notice from SNGPL; and
  - d) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause hereof.
  - e) If Force Majeure event persists for the period of 30 days.



42. In the event SNGPL terminates the Contract in whole or in part pursuant to clause (40) above, SNGPL may procure, upon such terms and in such manner as it deems appropriate services similar to those discontinued, and Service provider shall be liable to the Client for any excess cost for such Agreement.
43. Any difference or dispute arising out of or in connection with the Contract between SNGPL and service provider which cannot be amicably resolved within 30 days shall be referred to Arbitration in Lahore, Pakistan, to two Arbitrators, one to be appointed by each party for such difference/dispute. In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an “Umpire”, who shall be appointed by both the said Arbitrators. The Umpire shall be retired judge of a High Court or the Supreme Court of Pakistan. Such Arbitrators and Umpire shall proceed to adjudicate the dispute in accordance with the Arbitration Act, 1940 as amended from time to time.
  - 43.1 Fee of the Arbitrator appointed by service provider shall be paid by “service provider” and fee of the arbitrator appointed by SNGPL shall be paid by SNGPL. Fee of the Umpire shall be paid half by the “service provider” and half by SNGPL.
  - 43.2 Prior to the exercising of any right by SNGPL or successful Bidder to terminate the Contract under the conditions stipulated above, a written notice shall be required to be given to the other party specifying such default(s) which is not liable to be cured or which remained uncured after lapse of 10 days’ notice period and calling for submission of an explanation within three (3) days of receipt of such notice. If such explanation is not furnished within the stipulated time or if so furnished, is found to be unsatisfactory, and the default(s) continues, the Contract be terminated with notice to the other party before outerring upon the reference.
  - 43.3 The agreement shall be governed by Pakistan Law and the arbitration language shall be English. Venue of arbitration shall be Lahore.
  - 43.4 During the course of arbitration, the Service provider shall not suspend the performance of its responsibilities and obligation under the Contract unless authorized by the Client in writing to do so.
44. The successful Bidder on whom Contract will be placed, shall be bound to supply the services strictly in accordance with the specifications/terms and conditions of the Contract. In case of failure to comply with any of the terms and conditions and specifications of the Contract, SNGPL reserves the right to stop future business dealing with them and de-list their name from the list of Company’s approved suppliers, in addition to other remedies available for breach of Contract.
45. If the entire Contract or a part thereof is cancelled, then SNGPL shall have the right to enter into a fresh Contract with some other party at Service Provider’s risk and consequences and the difference in cost will be recovered from Service Provider. Notwithstanding anything in the Contract, the same shall be recoverable by the SNGPL through the forfeiture from the Performance Bond Guarantee.
46. The Courts of law at Lahore shall have exclusive jurisdiction to try and decide any dispute, difference or claim between a Bidder/Service Provider and SNGPL provided that arbitration shall be a pre-condition to recourse to Courts of law by either party.



47. The Bidder warrants that it is not aware of any conflict of interest with respect to the matters specified in the tender documents.

The Bidder warrants that it does not know of or have reasons to believe that any employee of SNGPL or such employee's dependents have legal or beneficial interest in the Bidder's business or dealings.

SNGPL agrees that the Bidder shall be informed of the evidence relied upon by SNGPL in support of breach of any warranty by the Bidder and shall afford the Bidder a reasonable opportunity to explain or to present evidence pertinent to the issue before SNGPL disqualify the Bidder or reject its bid.

48. The contract awarded as a result of this tender enquiry must be duly signed and stamped by the Chief Executive of the successful bidder or his authorized representative, whose name must be advised to SNGPL in the technical bid.



**APPENDIX- "B"**

**EVALUATION PROCESS**

**Bid Evaluation Criteria**

Bidders must meet the following criteria to be technically qualified:

1. The Bidder must have 5 years of Call Center experience with minimum 100 Call Center human agents in utility sector. Utility sector includes Electricity (Power), Natural Gas, Water, Telecom.
2. The Bidder must have a minimum of 100 Call Center human agents.
3. The Bidder must have a Call Center in Lahore for seamless and high-end connectivity between SNGPL Data center and the Call Center. Provide the evidence of ownership or rent deed.
4. The Bidder must be currently running/operating call center services for at least 3 customers, locally or internationally.
5. The Bidder must have inbound Call Center experience with 3 references. Bidder must provide client reference in favor of SNGPL duly signed and stamped by authorized persons along with the Bid.
6. The Bidder must have at least 2 different locations in Pakistan for complete redundancy. Surprise Site Visits may be made by SNGPL at the current/proposed locations of Call Center.
7. The Bidder must have Call Center Registration Certificate from concerned authorities.
8. Bids without documentary evidence shall not be considered for evaluation.

SNGPL has the right to physically visit the bidder's facility for confirmation of technical requirements and has the right to disqualify the bidder in the event of nonconformance. The qualifying criterion for technical proposal is 70 points (\*ensuring minimum points in all categories as mentioned in the table below) and financial Bids of only technically responsive Bidders will be opened publicly. Contract will be awarded to the lowest financial Bidder.

The technical Bids will be evaluated as per the criteria mentioned below:

**Summary of Technical Evaluation:**

<b>Category</b>	<b>* Min Points</b>	<b>Max Points</b>
Bidder's capability and standing	10	25
Bidder's specific experience	10	25
Proposed Methodology and Plan	14	35
Project Organization and Team	6	15
<b>Total</b>		<b>100</b>



**APPENDIX – “C”**

**Technical Term Sheet**

<b>Company Offices</b>	
Name of the Company	
Number of offices in Pakistan	
Location of Head Office	
Do you have office(s) in Lahore?	
<b>Company Size</b>	
The total number of full-time and part-time employees in Pakistan	
The total number of full-time and part-time employees in Lahore.	
<b>Company Finances</b>	
Provide audited financial statements for the last three (3) years, including:	
1. Net Profitability of the firm	
2. Turnover of the firm	
3. Statement of Financial position of the firm	
<b>Company's Experience</b>	
Number of Similar assignments in Pakistan;	
Number of Similar assignments in Pakistan in utility sector;	
Number of Similar assignments Globally;	
Number of Similar assignments Globally in utility sector.	
<b>Service Projects</b> (Provide project briefs to cover your experience. Replicate the information below and complete one for each project you present.)	
Projects	
1. Name of client	
2. Industry of client	
3. Location of client (city, country)	
4. Duration of the project (including start and end date)	
5. Scope of the project	
6. Value of the Project (PKR)	
7. Project Status (In Progress / Complete)	
8. Number of agents	
9. Call Volume	
<b>Capacity of the Bidder for in-bound call activity.</b>	
<b>Description of the facilities.</b>	



**APPENDIX – ‘D’**

Technical Evaluation Breakdown

<b>Call Center: Technical Evaluation</b>			
	<b>Category</b>	<b>Max</b>	
<b>1</b>	<b>Bidder's Capability and Standing</b>	<b>25</b>	
<b>1.1</b>	<b>Geographical Coverage</b>	<b>4</b>	
1.1.1	Number of Call Centers in Pakistan. 1=1, 2-3=2, >3 = 4	4	
<b>1.2</b>	<b>Company Size</b>	<b>4</b>	
1.2.1	Total number of full-time and part-time employees in Pakistan. 100 -200=2, >200 = 4	4	
<b>1.3</b>	<b>Company Finances</b>	<b>12</b>	
1.3.1	Latest Declared revenue (in Million PKR) 25-50 =1, 51-100 =2, >100 =4	4	
1.3.2	Latest Declared Net Profit (in Million PKR) 5-10 = 1,10-50= 2, >50 = 4	4	
1.3.3	Debt Equity ratio: >50%<75% =1, <50% = 2	2	
1.3.4	Current Ratio=Current assets/Current liability= 0.75~1=1, >1=2	2	
<b>1.4</b>	<b>ISO 9001:2008 or equivalent Certification</b>	<b>5</b>	
<b>2</b>	<b>Bidder's Specific Experience</b>	<b>25</b>	
<b>2.1</b>	<b>Years of experience in Call Center Business. 5 = 3, 6-7 = 4, &gt;7 = 5</b>	<b>5</b>	
<b>2.2</b>	<b>Number of similar assignments other than sister company/subsidiary in utility sector. 3- 4 = 3, 5- 6 = 4, &gt;7 = 5</b>	<b>5</b>	
<b>2.3</b>	<b>Project1:</b>	<b>5</b>	
2.3.1	Call handling volume per day: 1000 - 3000 = 0.5, 3000 - 3500 = 1, > 3500 =1.5	1.5	
2.3.2	Number of agents. 10-50 = 0.5, 50 - 100 = 1, > 100 = 1.5	1.5	
2.3.3	Status of Project. Currently Continue = 0.5, Complete = 1	1	
2.3.4	Value of Project: up to PKR 50 Million =0.5, > PKR 50 Million = 1	1	
<b>2.4</b>	<b>Project 2:</b>	<b>5</b>	
2.4.1	Call handling volume per day: 1000 - 3000 = 0.5, 3000 - 3500 = 1, > 3500 =1.5	1.5	
2.4.2	Number of agents. 10-50 = 0.5, 50 - 100 = 1, > 100 = 1.5	1.5	
2.4.3	Status of Project. Currently Continue = 0.5, Complete = 1	1	
2.4.4	Value of Project: up to PKR 50 Million =0.5, > PKR 50 Million = 1	1	
<b>2.5</b>	<b>Project 3:</b>	<b>5</b>	
2.5.1	Call handling volume per day: 1000 - 3000 = 0.5, 3000 - 3500 = 1, > 3500 =1.5	1.5	
2.5.2	Number of agents. 10-50 = 0.5, 50 - 100 = 1, > 100 = 1.5	1.5	
2.5.3	Status of Project. Currently Continue = 0.5, Complete = 1	1	
2.5.4	Value of Project: up to PKR 50 Million =0.5, > PKR 50 Million = 1	1	
<b>3</b>	<b>Proposed Methodology and Plan</b>	<b>35</b>	
3.1	Telephony / Call Center IT infrastructure hosted in Tier 3 or Higher Certified Data Center Tier: 1-2= 5, >2 =7	7	
3.2	Call Center telephony solution PRIs: 2-3 =5, >3 = 7	7	



3.3	Artificial Intelligence/Precision Routing	6	
3.4	Agents Scalability: 35-90 = 4, >90 = 6	6	
3.5	DR plan (2nd site in same city = 3, in other city= 6)	6	
3.6	Additional features proposed without extra cost.	3	
<b>4</b>	<b>Project Organization and Team</b>	<b>15</b>	
<b>4.1</b>	<b>Detail Organization Structure.</b> (Detail organization structure (with Organogram) showing technical, non-technical and networking strengths of the company): Not provided=0, Provided=2	<b>2</b>	
<b>4.2</b>	<b>Key professional staff's qualification and competence for the project</b>	<b>13</b>	
4.2.1	<b>Designation (Manager)</b>	<b>7</b>	
	Qualification: BS/Bcom/Eqv= 1, MS/MBA/Eqv or higher=3	3	
	Related Experience: 3-4yrs=2, >4 yrs=4;	4	
4.2.2	<b>Designation (Floor Supervisors)</b>	<b>6</b>	
	Qualification: BS/Bcom/Eqv= 1, MS/MBA/Eqv or higher=3	3	
	Related Experience: 1-2 yr = 1, >2yr =3	3	
	<b>Total</b>	<b>100</b>	



**APPENDIX-“E”**  
**Tender No. SGMD/CS/70/26**

**PRICE TERMS SHEET FOR HELPLINE 1199 & 0800-01199**

Sr. No.	A	B	C	D	E	F
	<u>No. of Months</u>	<u>No. of Agents (CROs)</u>	<u>Rate of Agent (CRO) per month</u>	<u>Total Amount without tax (Rs.) (AxBxC)</u>	<u>PST/GST as per applicable Law on Services (per agent (CRO) per month including PST)</u>	<u>Total Amount with taxes (Rs.) (DxE)</u>
1	5 (July. to Nov.)	50				
2	3 (Dec. to Feb.)	65				
3	4 (Mar. to June.)	50				

Total Contract Amount for one year (Rs) \_\_\_\_\_

Note:- In Summer season ( from March to November) number of agents: 50 Nos.  
In Winter season ( from December to February) number of agents: 65 Nos.

**SIGNATURE-----**

**Firm/Company's stamp-----**



**APPENDIX-“E1”**  
**Tender No. SGMD/CS/70/26**

**PRICE TERMS SHEET FOR HELPLINE 1210**

Sr. No.	A	B	C	D	E	F
	<u>No. of Months</u>	<u>No. of Agents (CROs)</u>	<u>Rate of Agent (CRO) per month</u>	<u>Total Amount without tax (Rs.) (AxBxC)</u>	<u>PST/GST as per applicable Law on Services (per agent (CRO) per month including PST)</u>	<u>Total Amount with taxes (Rs.) (DxE)</u>
1	12 (July. to June.)	5				

Total Contract Amount for one year (Rs) \_\_\_\_\_

Note:-In Summer and Winter season ( from July to June) number of agents: 05 Nos.

**SIGNATURE-----**

**Firm/Company's stamp-----**



**APPENDIX- "F"**

TENDER ENQUIRY NO: SGMD/CS/70/26

Bid Bond No. \_\_\_\_\_

Date: \_\_\_\_\_

M/s Sui Northern Gas Pipelines Ltd,  
21-Kashmir Road,

Lahore – Pakistan (ON STAMP PAPER OF RS.100/-)

**FORM OF BID BOND**

As per request of M/s \_\_\_\_\_  
(hereinafter called as the "Customer")

We/Bank hereby issue letter of Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_  
in favor of Sui Northern Gas Pipelines Limited (hereinafter referred to as "SNGPL") in the sum of

\_\_\_\_\_ (Amount)  
on account of the Customer as Bid Bond as per requirements of tender enquiry No.

\_\_\_\_\_ due on \_\_\_\_\_ for provision of services \_\_\_\_\_)

This surety is being issued to enable the Customer to participate in the tender as per requirement of the tender enquiry.

We/Bank, therefore, waiving all objections and defense whatsoever, hereby irrevocably and unconditionally undertake to make forthwith an unconditional payment of Rs. \_\_\_\_\_ to Sui Northern Gas Pipelines Limited (SNGPL), without resorting to the bidder/consultant or any notice or requirement of notice which is expressly waived off, on the same day on beneficiary's first written call without any cavil or arguments and without recourse or reference to the opener / Customer or any other person and without requiring the Beneficiary Sui Northern Gas Pipelines Limited to prove or show grounds or reasons for such demand, in case the Customer subsequently either withdraws, or unilaterally modifies, varies or alters their Bid at or after opening of the tenders and before expiry of bid validity period, or fails to accept Letter of Intent or fails to accept award of the Contract placed by SNGPL on the Customer within validity period of their bid or fails to furnish the Performance Warranty Bond Guarantee as required as per terms & conditions of the tender document.

This guarantee/bid bond will remain in force upto \_\_\_\_\_ including one hundred twenty days (120 days) after opening date of the bid, and any demand in respect thereof should reach the Bank not later than the above date \_\_\_\_\_.

Any claim arising out of this Guarantee must be lodged in writing within the validity period of the Customer's this Bond certifying that the Customer/Bidder failed to meet the requirements, which are covered by this Bid Bond.

\_\_\_\_\_  
(STAMP OF THE BANK)

NAME OF WITNESS \_\_\_\_\_

ADDRESS OF WITNESS \_\_\_\_\_



TENDER ENQUIRY NO. SGMD/CS/70/26  
(ON NON-JUDICIAL STAMP PAPER OF RS.100/-)

(To be typed on a correctly valued paper and To be issued by a scheduled bank operating in Pakistan or by Foreign Bank with guarantee Under written by a Scheduled bank Pakistan).

Performance Warranty Bond Guarantee  
No. \_\_\_\_\_ Date: \_\_\_\_\_  
Amount \_\_\_\_\_ Valid up to  
06 months after the expiry of the Contract and  
Till \_\_\_\_\_ whichever is later.

**M/s. Sui Northern Gas Pipelines  
Limited  
21-Kashmir Road  
P.O.Box No. 56,  
Lahore, Pakistan**

Dear Sirs,

**PERFORMANCE WARRANTY / BOND GUARANTEE**

WHEREAS M/s. Sui Northern Gas Pipelines Limited (hereinafter referred to as "SNGPL") issued a Purchase Order No. [number] dated [date], services having a value of [amount] to M/s. [supplier's name] (hereinafter referred to as the "Service Provider") pursuant to the Contract dated [date] with the Customer.

AND WHEREAS the Service Provider accepted the aforesaid Contract and has requested us to issue this Guarantee for a sum equivalent to ten percent (10%) of total net value of the Contract excluding Sales Tax, in terms of the above-mentioned Contract.

NOW, THEREFORE, at the request of the Customer, we, [name of bank] (hereinafter referred to as "Bank"), having office at [branch address], hereby issue this Guarantee in favor of SNGPL for a sum not exceeding [amount in words] (amount in numbers) as security for the due and timely performance of all conditions and obligations given in the Agreement and the above-mentioned Contract and we hereby irrevocably bind ourselves and unconditionally agree upon and undertake the following terms and conditions:

1. In case the Service Provider fails, neglects or refuses to deliver the services to SNGPL as per the terms and conditions of the Contract, we/Bank shall forthwith pay to SNGPL, on its first written demand, and without protest, demur or prior recourse to the Customer, any and all such amounts as not exceeding the total sum of [amount in words] (amount in numbers).



2. Any demand for payment made by SNGPL under this Guarantee shall be conclusive evidence of the Customer's failure to comply with its obligations under the Purchase Order and above-mentioned Contract; and we/Bank shall neither take upon ourselves to determine the validity or correctness of such demand nor have a recourse to the Customer for payment.
3. Neither an underlying dispute or difference between SNGPL and the Service provider nor any pending application for interim relief, arbitration or other legal proceedings shall constitute a ground for prevention, delay or obstruction for making payment to SNGPL by the Bank under this Guarantee.
4. This Guarantee shall come into full force and effect on the date of the Purchase Order/Contract. It shall remain valid until the expiry of six (06) months of the Purchase Order or the date of delivery of last portion of the services to the final destination given in the above-mentioned Contract, whichever is later.
5. During the validity period of this Guarantee, SNGPL may, without reference to Bank, vary or amend any terms of the above-mentioned Contract with the Service provider, and Bank waive its right to receive any notice of such amendment, or to the granting of time, or indulgence, as may be mutually agreed between SNGPL and the Service provider.
6. This Guarantee shall not be affected by any change in the constitution of the Service provider.
7. All claims under this Guarantee must be submitted to the Bank not later than the expiry of validity period hereof; after which, the Guarantee shall become null and void and Bank will stand discharged and released from all liabilities hereunder.

*[signed and sealed]*  
*[Officer's name]*  
*[Officer's designation]"*



**QUESTIONNAIRE/COMMERICAL TERM SHEET**

**APPENDIX-"H"**

		Yes	No
1	<b>Have you read and understood all the Terms and Conditions of this RFP/Tender Enquiry?</b>		
2	<b>Is your offer firm and irrevocable as per Terms and Conditions of Tender Enquiry?</b>		
3	<b>Is your offer valid for a period of at least 90 days?</b>		
4	<b>Have you submitted Bid Bond in line with Terms and Conditions of Tender Enquiry?</b>		
5	<b>Do you agree to providing performance / Warranty Bond Guarantee within 15 days of award of Contract?</b>		
6	<b>Do you agree to tender clause pertaining to Late Service Charges?</b>		
7	<b>Do you agree to tender clause pertaining to Force Majeure?</b>		
8	<b>Do you agree to tender clause pertaining to termination of Contract?</b>		
9	<b>Do you agree to tender clause regarding payment?</b>		
10	<b>Do you have any reservation to any of Terms and Conditions stipulated In the RFP? Please specify if any?</b>		
11	<b>Have you enclosed cost break-up of the quoted prices as required in the Tender Enquiry?</b>		
12	<b>Do you agree to execute integrity pact in compliance with PPRA Rules, 2004?</b>		
<b>Note: Bidders Should write 'Yes' or ' No' (in Words) in the above columns</b>			
13	<b>i) Name of the bidder.</b>		
	<b>ii) Type of ownership i.e. proprietor/partnership/private Limited Company/public Limited Company.</b>		
14	<b>Following relevant paper must be provide in respective cases: -</b>		
	<b>i) Copy of CNIC in case of single proprietor.</b>		
	<b>ii) Copy of partnership deed in case of partnership.</b>		
	<b>iii) Copy of Article of association for private / public Limited Companies.</b>		
15	<b>Date of establishment of business concern.</b>		
16	<b>GST/PST Number along with copy of certificate.</b>		



17	<b>National Tax Number along with copy of Certificate.</b>	<input type="text"/>	<input type="text"/>
18	<b>Valid Professional Tax Clearance Certificate.</b>	<input type="text"/>	<input type="text"/>
19	<b>Valid Call Center Registration Certificate.</b>	<input type="text"/>	<input type="text"/>

Authorized Signatories of the Bidders

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal: \_\_\_\_\_

Place: \_\_\_\_\_



**CALL CENTER OUTSOURCING AGREEMENT**

This Agreement is entered into on this 1<sup>st</sup> day of July, 2026 by and between:

**Sui Northern Gas Pipelines Limited**, a public limited company incorporated under the Companies Act 1913 (now the Companies Act, 2017) having its registered office at **21-Kashmir Road, Lahore, Pakistan** (hereinafter referred to as "**Client**", or "**Company**") which term and expression shall, wherever the context so admits, mean and include its successors in interest and assigns of the **First Part**.

AND

<**Service Provider**>, a private limited company incorporated under the Companies Law (now Companies Act 2017) with its registered office at <**Service Provider Address**> (hereinafter referred to as "**Service Provider**") which term and expression shall, wherever the context so admits, means and includes its successors in interest and assigns of the **Second Part**;

Service Provider and Client are hereinafter jointly referred to as "Parties" where the context so requires and individually referred to as a "Party"

**WHEREAS** SNGPL is engaged in the business of the operation and maintenance of high-pressure gas transmission and distribution systems as well as involved in LPG Distribution activities;

**WHEREAS** Service Provider is engaged in the business of providing business process outsourcing and IT solutions. Specifically, maintaining, managing and handling call center services.

**WHEREAS** SNGPL is desirous of developing and maintaining a centralized Call Center to function as a complaint management system in order to handle consumer complaints, as well as the management of RLNG based New Connection Inquiry and LPG cylinder orders/complaints/ queries from all its operational regions;

**WHEREAS** Service Provider is willing and able and possesses the required professional, personnel and technical resources for providing the desired services to the Client and the Client is willing to appoint Service Provider for the establishment of a Call Center, subject to the Terms and Conditions of this Agreement;

**AND WHEREAS** Offer of Service Provider is accepted by SNGPL pursuant to the tender enquiry no. \_\_\_\_ dated \_\_\_\_ and this Service Level Agreement is awarded to M/s. \_\_\_\_\_ being the successful bidder declared on \_\_\_\_\_.

**NOW THEREFORE**, this Agreement witnesses that, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:



The following documents attached hereto, in the order of priority stated below for the purposes of interpretation, shall form an integral part of this Agreement. However, in case of any discrepancy between this Agreement and the documents mentioned below, the terms of this Agreement shall take precedence.

- Complete set of Request for Proposal documents **including all terms and conditions stipulated therein;**
- Technical Proposal of the Contractor
- Financial Proposal of the Contractor
- Bid Bond
- Integrity Pact
- Statement of Work.

## **TERMS & CONDITIONS**

### **1. DEFINITIONS**

The following terms wherever used in this Agreement have the following meanings unless the context requires otherwise, such meanings to be applicable to both, the singular and plural forms of the terms defined:

**“Business Day”** means a day on which SNGPL Head Office and Regional Offices are normally open for business.

**“Client’s Intellectual Property”** means patents, registered designs, Trade Marks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as its confidential information, including in other jurisdictions, that grant similar rights as the foregoing, including those subsisting in inventions, drawings, software, semiconductor topographies, business names, goodwill and the style of presentation of -services, and in applications for the protection thereof;

**“Call Center”** means the premises situated at the Location from where the Service Provider will provide Services.

**“CRO”** means Customer Representative Officer(s), employed by Service Provider to deliver the Services.;

**“Confidential Information”** means any confidential, trade secret or other intellectual proprietary information disclosed by one party to the other under this Agreement which is marked confidential or if disclosed orally, expressed to be confidential at the time of disclosure, and subsequently confirmed as confidential in writing to the other party, except information that: (i) is public knowledge at the time of disclosure, (ii) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, (iii) is independently developed by the receiving party by persons without access to Confidential Information of the disclosing party, or (iv) has been or is to be disclosed pursuant to an order or requirement of an administrative agency, other



government body, order of a judicial or quasi-judicial body or an obligation imposed by local law, local regulation, in which case the disclosing party shall notify the other party of any such disclosure or impending disclosure.

“**Contract Change Note**” means a note setting out mutually agreed changes duly signed by the authorized representatives of the parties;

“**Effective Date**” means the date on which this Agreement comes into force

“**IVR**” means Interactive Voice Response for automated call handling;

“**Location**” means the city where the Call Center is established from the where the Service Provider will provide the Services.

“**Services**” means the services to be provided by Service Provider as stated as stated in Annexure A and B;

“**Service Charges**” means the remuneration payable to the Service Provider as per Section 6 of the Agreement;

“**Terms and Conditions**” means the terms and conditions set out in this Agreement;

“**Statement of Work**” refers to the document outlined in Annexure 'A' for the Complaint Management System, RLNG based New Connection Inquiry (1199 & 0800-01199) and Annexure 'B' for LPG Cylinder Distribution Business (1210) detailing the Services.

“**Working Day**” means any day, 365 days a year, including Saturday, Sundays and all public holidays.

“**Personnel**” means persons hired by Service Provider as employees and assigned for the performance of the Services or any part thereof;

## 2. RULES OF INTERPRETATION

In this Agreement:

- 3.1 The headings are for convenience only and shall be ignored in construing this Agreement;
- 3.2 Other than where the context determines otherwise, the singular includes the plural and vice versa;
- 3.3 Except as otherwise indicated in this Agreement, references to time are references to time in Pakistan.

## 3. ENGAGEMENT

Subject to the terms and conditions of this Agreement, the Client hereby appoints the Service Provider to develop, maintain, and operate an outsourced Call Center. This Call



Center will serve as a complaint management system and handle orders/complaints/queries related to the RLNG based New Connection Inquiry and LPG Cylinder Distribution Business. The Service Provider accepts this engagement.

#### 4. THE SERVICES

- 4.1. The Client hereby appoints the Service Provider to provide the Services with respect to the Call Center as set out in the Statement of Work and those provided within the RFP effective between the parties.
- 4.2. The Service Provider will provide the Services to the Client with effect from the Effective Date for the duration of this Agreement and any extensions/renewals thereof, in accordance with the provisions of this Agreement.
- 4.3. In the event of a conflict between the Statement of Work and the Terms and Conditions of this Agreement, the latter shall prevail.
- 4.4. In the event that the Service Level of the Services provided by Service Provider falls short of what is required as per the Statement of Work, the provisions of Section (16), Section (18) and/or Section (19) shall apply.
- 4.5. Service Provider will handle the lodging of complaint, RLNG based new connection inquiry as well as taking orders/complaints/queries related to LPG Cylinder Distribution Business through IVR without any additional cost.
- 4.6. Service Provider will develop and provide the AI based chatbot facility without any additional cost.

#### 5. SERVICE LEVEL, FAILURE TO MEET SERVICE LEVEL & REMEDIAL ACTIONS

Service Provider shall ensure that the Services to be provided shall strictly comply with the Service Level as provided in the Statement of Work (Annexure A and Annexure B).

##### 5.1 CALL CENTER SERVICE LEVEL

- 5.1.1 **Service Response Time:** The Service Provider shall ensure that service level as set out in the Statement of Work with respect to Average Speed Answer (ASA), calls per day per agent and abandoned calls are strictly complied with. In case the Service Provider fails to comply with the said Service Level under the Statement of Work for more than 10 days in a month, the client shall be entitled to take necessary action as per section (16), Section (18) and/or Section (19) as it deems fit.
- 5.1.2 **Service Outage:** Service Provider shall comply with the Service Level agreed between the parties as set out in the Statement of Work with respect to Service Outage. On occurrence of such Service Outage due to any reason whatsoever, except for reasons of Force Majeure, the Service Provider shall immediately switch-over to the backup as stated in the Statement of Work and shall ensure that it has a



functional Business Continuity Plan and Disaster Recovery Plan at all times in order to ensure that the Service Level is complied with. Failure to remedy such Service Outage and to implement the backup within 48 hours from the occurrence of such Service Outage, Service Provider shall become liable to pay Late Service Charges as specified in Section (18). Upon such failure to remedy the Service Outage, the Client is further entitled to deduct monthly payment due to Service Provider Specified in Section (6) & (9). Further, in case the deductions under this section are insufficient to compensate for the loss occurred due to Service Outage, the Client shall also be entitled to recover the excess amount from the Performance Bond Guarantee as per Section (19). The deductions shall be proportionate to the occurrence of Service Outage within the respective month.

**5.1.3 All Service Down:** If the Call Center Services go down for more than 48 hours due to any reason whatsoever including but not limited to link failure, Hardware or Software failure, Service Provider will bear the cost that the Client will pay to other Service Providers nominated by the Client to get the same services till their system comes up to normal. In addition, upon occurrence of such an event and failure to remedy it within 2 days from the date of failure the Client shall be entitled to recover Late Service Charges from Service Provider set out in Section (18).

**5.1.4 Call Center Agents:** The Parties have, in the Statement of Work, agreed to the number of CRO that are required to render the Call Center Services in winter and summer season. However, it is agreed that Service Provider can increase or decrease the total number of CRO(s) in a day with prior written consent from the Client to meet the service level performance subject to the condition that average number of CRO per day in a month shall meet the criteria mentioned in the Statement of Work. Moreover, it is agreed that Service Provider can increase or decrease the total number of agents in a shift with prior written consent from the Client to meet the service level performance subject to the condition that total number of Call Center agents on that day shall meet the criteria mentioned in the Statement of Work. Calls per day per agent defined in the Statement of Work is the capacity-based target and would depend on inbound call volume during the day.

## 5.2 SERVICE LEVEL WARRANTY & INDEMNITY

5.2.1 Service Provider hereby warrants that the Services to be provided under this Agreement with respect to the Call Center as fully described in the 'Statement of Work' will be performed in conformity with the professional standards with the metrics set forth in this Agreement.

Service Provider agrees to indemnify and hold harmless the Client and its affiliates, and their respective officers, directors, shareholders, employees, agents and other personnel, from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and reasonable attorneys' fees on account thereof) that may be made: (i) by any person or entity for injuries or damages of any kind or nature (including but not limited to, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information personal injury, death, property damage and theft) resulting from or relating to the negligent or willful acts or omissions



of Service Provider, Service Provider’s employees and/or CRO,, as a result of the performance of the Services furnished hereunder, (ii) Service Provider breaches to perform any obligation under the Agreement or its failure to perform any obligation hereunder, or (iii) by any employee or former employee of -Service Provider- or any of its CROs in pursuance of the Service being rendered to the Client under this Agreement. Service Provider at its own expense agrees to defend the Client, against any such liability, cause of action, lawsuit, penalty, claim, damage or demand. The Client agrees to notify Service Provider promptly of any written claims or demands against the Client for which Service Provider is responsible hereunder. The foregoing indemnity shall be in addition to any other indemnity obligations of Service Provider as applicable

5.2.2 The Client warrants that it shall pay its dues as stipulated in Section (6) and (9) of this Agreement.

5.2.3 The Client shall co-operate with Service Provider and provide the Service Provider with information, assistance and training that the Service Provider may require in order to comply with its obligations under this Agreement.

## 6 SERVICE CHARGES

The Service Charges for the provision of Services to be paid by the Client shall be PKR \_\_\_\_\_ for one year. These Service Charges shall be inclusive of all applicable taxes from time to time. This shall be payable over a period of twelve months as per the following schedule based on the number of agents (CROs):

### **PRICE TERM SHEET FOR HELP LINE (1199 & 0800-01199)**

Sr. No.	A	B	C	D	E	F
	<u>No. of Months</u>	<u>No. of Agents (CROs)</u>	<u>Rate of Agent (CRO) per month</u>	<u>Total Amount without tax (Rs.) (AxBxC)</u>	<u>PST/GST as per applicable Law on Services (per agent (CRO) per month including PST)</u>	<u>Total Amount with taxes (Rs.) (DxE)</u>
1	5 (July. to Nov.)	50				
2	3 (Dec. to Feb.)	65				
3	4 (Mar. to June.)	50				



Total Contract Amount for one year (Rs) \_\_\_\_\_

Monthly Telephone bills of the Call Center PRIs shall be paid by the Client.

The monthly Service charges shall be payable by the Client to Service Provider within 30 Days of receipt of an undisputed and correct invoice. The service provider shall provide separate invoices against services rendered under codes 1199 & 0800-01199 and 1210. Liability for withholding and/or payment of taxes shall be in accordance with the applicable laws.

**PRICE TERM SHEET FOR HELP LINE (1210)**

Sr.No.	A	B	C	D	E	F
	<u>No. of Months</u>	<u>No. of Agents (CROs)</u>	<u>Rate of Agent (CRO) per month</u>	<u>Total Amount without tax (Rs.) (AxBxC)</u>	<u>PST/GST as per applicable Law on Services (per agent (CRO) per month including PST)</u>	<u>Total Amount with taxes (Rs.) (DxE)</u>
1	12 (July. to June.)	05				

Total Contract Amount for one year (Rs) \_\_\_\_\_

Monthly Telephone bills of the Call Center PRIs shall be paid by the Client.

The monthly Service charges shall be payable by the Client to Service Provider within 30 Days of receipt of an undisputed and correct invoice. The service provider shall provide separate invoices against services rendered under codes 1199 & 0800-01199 and 1210. Liability for withholding and/or payment of taxes shall be in accordance with the applicable laws.

In case of any disputed invoice, Client shall inform Service Provider and shall ask for clarification of the disputed portion of the invoice. Until such time, the clarification is received; the invoice would remain unsettled and unaccepted.

**7 PAYMENT TERMS**

The Client agrees to pay the Service Charges as set out in the Section (6).



- 7.1 Ongoing Service Charges and/or any other charges will be invoiced to the Client every 30th of month for that month and the Client shall pay the same within 30 days of receiving the said invoice at Client's Head Office as referred to in Section (5) herein above.
- 7.2 The invoices shall provide details as to the Service(s) rendered in the month. The Service Provider shall provide separate invoices against services rendered in lieu of 1199 & 0800-01199 and 1210.
- 7.3 All payments to Service Provider shall be subject to withholding tax as applicable under the law. The Service Provider is required to furnish a copy of Annexure-C from the previous month's submitted PST return along with the new invoices.
- 7.4 In case, at the time of payment, the invoice of Service Provider is not found available on FBR Portal for input claim by Client (unused purchases) due to any reason, the Client will have the right to hold temporarily an amount equal to PST till such input tax is claimed by the Client. If the issue remains un-resolved after the lapse of six-month period, the Client will have the right to forfeit the amount of PST.
- 7.5 Client warrants that it shall make payment of all undisputed amount(s) to Service Provider preferably within 30 days of receipt of invoice at SNGPL Head Office.
- 7.6 The monthly service charges shall preferably be payable by the Client to Service Provider within 30 Days of receipt of an undisputed and correct invoice. The service provider shall provide separate invoices against services rendered in lieu of 1199 & 0800-01199 and 1210.

## **8 QUALITY CONTROL AND TRAINING**

- 8.1 Service Provider shall be responsible for the discipline, promotion, suspension, engagement and dismissal of its employees and/or CRO(s). Service Provider shall be responsible for hiring, training its employees and/or CRO(s) in strict compliance of the training guidelines outlined in the Statement of Works.
- 8.2 The Client shall have the right to pay visits to the Call Center(s) to observe and monitor the performance and the delivery of the Services by the Service Providers through its employees and CRO(s). The Client will adhere to the Service Provider's written monitoring guidelines aimed at minimizing disruptions to its operation and procedures for the delivery of Services.
- 8.3 Service Provider will ensure that the employees and/or CRO(s) providing the Services are sufficiently trained to perform the Services and will undergo any specific training the Client requires and use such training services as the Client may provide from time-to-time.
- 8.4 The Client shall not be liable to entertain any claim whatsoever from the Service Provider's employees and/or CRO(s) including claims for unpaid wages. Service Provider's employees and/or CRO(s) shall be employees of Service Provider and



nothing herein nor any act done pursuant hereto by whomsoever shall constitute the relationship of employer and employee between the Client and Service Provider's employees and/or CRO(s).

- 8.5 Service Provider shall always strictly comply with the provisions of labour and other laws of Pakistan which are applicable to its employees and/or CRO(s) and the Call Centre. Service Provider shall be solely and collusively responsible to discharge its obligations in respect of statutory benefits, payments, compensation or contributions to his employees and/or CRO(s) whether such benefits, payments, compensations or contributions are in force at present or which may be introduced subsequently. It is clearly understood that the Client shall not be liable to pay any sum other than that Service Charges.
- 8.6 Service Provider shall provide to the Client an attested copy of certificate of registration from Labour, EOBI and Social Security Departments and a copy of the registration with the concerned regulator(s) and shall submit an undertaking that it is not in default of any liability towards the payment of said contributions/fee/charges etc. or otherwise.

## 9 DURATION

This Contract shall be effective from 1<sup>st</sup>July, 2026 up to 30<sup>th</sup>June, 2027. At the end of the first term, the Contract can be extended for the period allowed as per PPRA rules, t can be renewed for another term of one year, or a part thereof, on the existing terms and conditions, or the terms and conditions agreed between both parties at that time. Unless terminated earlier under Section (16), the Services shall start from the Effective Date and will last for the term set out in this Section or such longer period as the parties may agree in writing.

## 10 REPRESENTATIONS AND WARRANTIES

- 10.1 Service Provider hereby represents and warrants as under:
- a) It has validity existing and carrying on its business under the laws of Pakistan.
  - b) It is a duly registered establishment under the Companies Act 1913 (now the Companies Act 2017);
  - c) It has the power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and its entry into and performance of this Agreement and the transactions contemplated by it does not constitute a breach of any obligation or default of any other agreement / contract by which it may be bound.
  - d) It has all infrastructure, experience, technical know-how, resources, skilled manpower, fully trained CROs , necessary for the performance of its obligations as well as rendering of Services under this Agreement.
  - e) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and no other proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
  - f) It is in compliance with all laws, rules, and regulations of federal, provincial or local authorities, which may have jurisdiction over the Service Provider or its employees such that any failure of compliance will not have an adverse effect on Service Provider's ability to enter, execute, deliver or consummate this Agreement



- g) The Service Provider's CROs and its employees possess the necessary skills and experience to render the Services.
- h) It shall perform its obligations as per terms and conditions of this Agreement in a diligent and professional manner, keeping the best interests of the Client in view.

10.2 The Client do hereby represent and warrants as under:

- a) It has the power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and its entry into and performance of this Agreement and the transactions contemplated by it does not constitute a breach of any obligation or default of any other agreement / contract by which it may be bound.
- b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly approved.

## 11 CONFIDENTIALITY

- 11.1 Except as expressly provided, Service Provider undertakes to treat as confidential and keep secret all information of the Client ('the Disclosing Party') marked 'confidential' or which may reasonably be supposed to be confidential that is disclosed by the Disclosing Party to Service Provider during the negotiations or the performance of this Agreement. Service Provider shall protect the information with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of Service Provider prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 11.2 Service Provider shall not without the prior written consent of the Disclosing Party discloses any part of the Information to any person except:
  - 11.2.1 To its employees who need to know the same;
  - 11.2.2 Any person who is for the time being appointed by Service Provider to carry out the obligations under this Agreement in specific in relation to the Services to be performed hereunder.
- 11.3 Service Provider undertakes to ensure that persons and bodies referred to in Section (11.2) are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the Client.
- 11.4 Service Provider shall promptly notify the Client if it becomes aware of any breach of confidence by any person to whom it discloses all or any part of the Information and shall give the Client all reasonable assistance in connection with any proceedings, which the Client may institute against such person for breach of confidence.



- 11.5 Section (11) shall remain in full force and effect notwithstanding any termination of this Agreement.
- 11.6 Provided that it is not in breach of the confidentiality obligations set out above, Service Provider may refer to and publicize its involvement with the Client, but only with the Client's prior written approval in relation to each publication, which shall not be unreasonably withheld or delayed.

## **12 INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 12.1 In the absence of a prior written Agreement to the contrary, all intellectual property rights in the Client and any other information, services or assets supplied to the Service Provider by the Client shall remain vested in the Client.
- 12.2 Unless stated expressly in writing in this Agreement, Service Provider will not acquire any ownership interest in or license of the other's Intellectual Property rights by virtue of this Agreement.
- 12.3 Service Provider shall defend any claim (at Service Provider's expense) brought against the Client alleging that the provision of the Services or the use of any deliverables provided by Service Provider in accordance with this Agreement infringes the Intellectual Property rights of a third party. Service Provider shall pay all costs and damages awarded or agreed to in settlement of an IPR claim provided that the Client:
- 12.3.1 Furnishes Service Provider with prompt written notice of the IPR claim.
  - 12.3.2 Gives Service Provider (at Service Provider's cost) the sole authority to defend or settle the IPR claim.
  - 12.3.3 If, in the Client's reasonable opinion, the use of the Client IP or any deliverables are or may become the subject of an IPR claim then Service Provider shall either:
    - a) Obtain from the Client the right to continue using the Client IP or any deliverables which are the subject of the IPR claim; or
    - b) Replace or, with the written consent of the Client, modify the Client IP or any deliverables which are the subject of the IPR claim so they become non-infringing.
  - 12.3.4 The parties agree that this Section (12) exhaustively sets out Service Provider responsibility and liability in the event of an IPR claim.

## **13. DATA PROTECTION**

The Service Provider shall take all appropriate technical and organizational security measures to ensure that the Client Data is protected against loss, destruction, damage, unauthorized access, use, modification, disclosure or other misuse by its employees and



CROs receiving, handling and processing such data that only the said CROs and employees designated for the purpose of the Services have access to such Data.

- 13.1 Service Provider shall ensure that its CROs and employees:
  - 13.1.1 Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of the Client from time to time in connection with use of such Data, not retain such Data for any longer than is necessary for these purposes; and
  - 13.1.2 Not disclose the Data without the written authority and consent of the Client (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify the disclosing party where it becomes aware that a disclosure of the Data may be required by law; and
  - 13.1.3 Not transfer the Data which has been obtained by it within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of the Client; and
  - 13.1.4 Take all reasonable steps to ensure the reliability of the CROs which will have access to any Data and ensure that any employee requiring access to any Data gives a written undertaking not to access, use, disclose or retain such Data except in performing their duties of employment
  - 13.1.5 Immediately notify the Client when it becomes aware of a breach of this clause.
  - 13.1.6 In case of non-compliance of this Section by the Service Provider may result in termination (as per Section 16), and/or forfeiture of Performance Bond Guarantee (as per Section 19) by the Client.

#### **14. OWNERSHIP OF MATERIALS ETC.**

- 14.1 The Client shall retain ownership of any copyright it claims in any materials including customer database, which it supplies to Service Provider in order for Service Provider to carry out the Services, as well as acquiring ownership of all updated additional information Service Provider inserted into the said customer database whilst performing the Services.
- 14.2 Service Provider shall retain and acquire ownership of copyright in Materials owned by it prior to the Effective Date, that is developed to carry out the Services. The Client shall own all telephone lines and telephone numbers, which Service Provider will use in providing the Services. If any Service Provider materials are incorporated into the Client's materials, customer data or training materials, then the Client shall automatically acquire a non-exclusive and royalty free, perpetual right to use such Service Provider Materials in conjunction with such materials, customer data or training materials and the Service Provider shall have no claim or objection to that.



- 14.3 Only under express authority from the Client, Service Provider may use the Client's name, logos, trade and service marks in order to carry out the Services as the Client's representative, but will not acquire any rights in them.
- 14.4 The Client warrants and represents to Service Provider that it has the ability to grant the rights to any material it supplies to Service Provider enabling it to carry out the Services.

## 15. MEDIA ACTIVITY

Details of the Client's proposed media activity for any new campaign launched by Client shall be sent to Service Provider within reasonable period in advance.

## 16. TERMINATION

The Client may terminate this Agreement with 30 days advance written notice to the Service Provider for any reason whatsoever.

- 16.1 However, in case of default, the Client may, without prejudice to any other remedy for breach of this Agreement, by service of (2) days advance written notice of default (which is not liable to be cured and/or is found in violation of any applicable Laws of Pakistan) sent to the Service Provider, terminate the Contract in whole or in part.
- 16.2 The Client may, by written notice to Service Provider forthwith terminate this Agreement if Service Provider commits a remedial breach of the terms and conditions specified in the Statement of Works and/or a breach of the Terms and Conditions of this Agreement and which breach shall not have been remedied within ten (10) days of receipt of written notice from the Client to Service Provider specifying the breach and requiring the same to be remedied. Service Provider shall indemnify the Client of any and all losses, including litigation charges, claims, encumbrances, etc., incurred due to such breach, violation or contravention. Any termination of this Agreement shall be without prejudice to any other rights or remedies the Client may be entitled to hereunder or under the law.

This Agreement may be terminated by the Client for any of the following circumstances:

- 16.2.1. With immediate effect upon failure by Service Provider to comply with the guaranteed Service Level as mentioned in the Statement of Work with respect to the Service Response Time and failure to remedy such failure within such time period;
- 16.2.2. Notwithstanding Section (16.2) with immediate effect upon occurrence of a Service Outage which is not remedied by Service Provider within 48 hours from the occurrence of such failure;



16.2.3. Notwithstanding Section (16.2) with immediate effect upon occurrence of All Service Down which continues for a period of 48 hours and failure by Service Provider to remedy such failure within 48 hours from the time of occurrence of all Service Down.

The Service Provider who, in the sole opinion of the Client (SNGPL) committed default in performing part of his obligations under the Contract awarded to him by SNGPL, in addition to other available remedies for breach of Contract, shall also disentitle him to participate in the future tender enquiry of similar services to the Company for at least one year from the determination of such default by SNGPL on the part of the Service Provider.

If the entire Agreement or a part thereof is cancelled, then the Client shall have the right to enter into a fresh agreement with some other party at Service Provider's risk and consequences and the difference in cost will be recovered from Service Provider.

## **17. CONSEQUENCE OF TERMINATION**

- 17.1. In the event, the Client terminates the Agreement in whole or in part pursuant to the reasons specified in clause (16) above the Client may procure (upon such terms and in such manner as it deems appropriate) services similar to those discontinued, and Service Provider shall be liable to pay to the Client for any excess cost for such Agreement.
- 17.2. If this Agreement is terminated in whole or in part for any reason whatsoever, Service Provider shall cooperate fully with the Client to ensure an orderly migration of the Services or replacement of the Services to be provided under this Agreement or its replacement, at the Client's request, to a new Service Provider.
- 17.3. Forthwith the termination of this Agreement, Service Provider shall return to the Client all Client Internet Protocol (IP) together with all other materials, assets, Data and other Information provided to Service Provider, or if requested by the Client, Service Provider shall destroy the same (in the case of any software, erasing it from the magnetic media on which it is stored) and certify in writing to the Client that the same has been destroyed.
- 17.4. Client shall pay all the undisputed/reconciled outstanding payments within 15 days which are due from the Client to Service Provider.
- 17.5. Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provisions of this Agreement, which is expressly or by implication intended to come into or continue in force on or after termination.

## **18. LATE SERVICE CHARGES**

- 18.1 The Service Provider will implement the Agreement within 15 days of the Effective Date. In case of any delay, except on account of Force Majeure, the Client shall be



- entitled to recover 0.2% of the total value of the Contract price (Excluding GST/PST) for each day of delay by way of Late Service Charges of the total Agreement value per day and not by way of penalty subject to a maximum of 20% of the total Contract value.
- 18.2 Breach: Upon occurrence of a breach, except as provided in 18.3, 18.4 and 18.5, that remediable, on part of Service Provider with respect to the Services to be provided under the Agreement, the Client shall be entitled to recover 1.0% of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Agreement value.
- 18.3 Service Response Time: failure by Service Provider to comply with the service level agreed between the parties (set out in Exhibit A and Exhibit B) and failure to remedy such failure shall entitle the Client to recover 1.0% of the total Agreement value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Agreement value.
- 18.4 Service Outage: failure on part of Service Provider to remedy such failure within 48 hours upon occurrence of such an event shall entitle the Client to 1.0 % of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Agreement value.
- 18.5 All Service Down: failure on part of Service Provider to remedy such a breach within 48hrs shall entitle the Client to 1.0 % of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Agreement value.
- 18.6 The payment of such Late Service Charges (as mentioned in 18.1 to 18.5) shall not relieve Service Provider from performing and fulfilling its obligations under the Agreement nor will the corresponding rights and entitlements of the Client be affected or reduced in any manner.
- 18.7 Whenever any Late Service Charges becomes payable hereunder, client shall quantify the same and serve written notice upon Service Provider requiring immediate payment thereof. If Service Provider fails to remit payment within 15 days of receipt of notice, Client shall become entitled to recover the same forthwith, by deducting the same from any payable to Service Charges or by calling upon the Performance Bond Guarantee. Any withdrawals by the way of Late Service Charges out of the Performance Bond Guarantee will be made good by the Service Provider within 60 days of receipt for the above referred notice by way of amendment to the Performance Bond Guarantee failing which the remaining portion of this Performance Bond Guarantee would become encashable in favor of the Client on account of any such failure.
- 18.8 The Service Provider unconditionally declares and confirms that the Late Service Charges are a genuine pre-estimate of the loss suffered by the Client and that the Service Provider accepts without reservation the computation of Late Services Charges by Client.



- 18.9 In case the Service Provider fails to provide the services within stipulated period and seeks extension from the Client and that in the event of extension granted by the Client in completion of provision/supply of Services, in case the existing tax is either increased or new tax is imposed by the Government during the extended period, payment thereof will be the sole liability of the Service Provider and the Client shall not be liable to pay any such amount to the Service Provider on account of imposition of new tax increase in existing rate of tax.

## **19. PERFORMANCE BOND GUARANTEE**

- 19.1 Within 15 after signing of this Agreement, Service Provider shall furnish Performance Bond Guarantee in the form of Bank Guarantee/Bank Draft/Pay Order issued by a scheduled Bank in Pakistan, to the Client in equivalent to 10% of total value of the Agreement, excluding all taxes. The proceeds of the Performance Bond Guarantee shall be payable to the Client as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 19.2 The Performance Bond shall remain valid up to 06 months after the expiry of this Agreement. The Client shall promptly notify Service Provider in writing of any claim arising out of performance of the Agreement. Upon receipt of such notice, the Service Provider shall immediately settle the claims. If Service Provider fails to remit payment within 30 days of receipt of notice or fails to rectify any breach of the Contract in respect of any of its obligations, the Client may proceed to take such remedial action as may be necessary, at the sole risk and cost of Service Provider and without prejudice to any other rights which the Client may have against Service Provider under the Contract, including partial or complete forfeiture of the Performance Bond Guarantee.
- 19.3 Service Provider shall be obliged to keep the Performance Bond Guarantee valid/renewed at all material times during the term of this Agreement plus 6 months as well as during any extended time of the Agreement for any reason whatsoever without fail. Any failure to renew the Performance Bond Guarantee 01 Month prior to expiry shall entitle the Client to proceed to encash the said Performance Bond Guarantee.
- 19.4 The Performance Bond Guarantee will be discharged by the Client as soon as possible following the completion of time stipulated in clause 19.2 or completion of the services, whichever is later.
- 19.5 The forfeiture of the Performance Bond Guarantee is not dependent upon the termination of this Agreement. The Client reserves the right to forfeit, wholly or in part, the Performance Bond Guarantee in accordance with the terms of this Agreement at any stage during the validity of the Performance Bond Guarantee.



## 20. DISPUTE RESOLUTION

- 20.1 Any dispute arising out of or in connection with this Agreement between the parties which cannot be amicably resolved within 30 days shall be referred to Mediation first and failing Mediation to Arbitration in Lahore, Pakistan, to two arbitrators, one to be appointed by each party of such difference/dispute. In case the said Arbitrators being at variance regards any matter that pertains to the conduct of the arbitration as well as the final award, the matter shall be referred to an Umpire, who shall be appointed by both said Arbitrators. The “Umpire” shall be a retired Judge of High Court or of the Supreme Court of Pakistan.
- 20.2 Fee of the Arbitrator appointed by the Client shall be paid by the Client and fee of the arbitrator appointed by Service Provider shall be paid by Service Provider. Fee of the Umpire shall be paid half by the Client and half by Service Provider. During the course of negotiation and/or Arbitration, Service Provider shall not suspend the performance of its responsibilities and obligations under this Agreement unless authorized by the Client to do so.
- 20.3 The Agreement shall be governed by the Pakistani Law, and the arbitration language shall be English.

## 21 FORCE MAJEURE

Notwithstanding anything else contained in this Agreement, the non-performance by either of the Parties or any obligations or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such Party.

For the purpose of this Agreement, such circumstances, referred to as Force Majeure shall include but not limited to:

1. Acts of God such as natural calamities, pandemic, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado; Epidemic/Pandemic or plague;
2. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism;
3. Act of state such as any change in the laws of Pakistan (including, without limitation, any order or regulation or interpretation of any law) that has the effect of resulting in the closure of the Call Center Services; in each case beyond the reasonable control of a Party affected thereby and which renders the affected Party unable to perform its obligations under this Agreement.
4. Governmental, semi-governmental or judicial law, regulation, order, decree, directive, restriction, prohibition or intervention

Each of the Parties agrees to give notice forthwith not later than 24 hours to the other party upon becoming aware of any event of Force Majeure, and such notice shall contain details of the circumstances giving rise to the Force Majeure event. If Force Majeure event persists for the period of 30 days, Client shall be entitled to terminate this Agreement.



Any Party which is, by reasons of Force Majeure, unable to perform any of the obligations of this Agreement shall:

- a) Use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;
- b) Promptly resume performance after the end of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance;
- c) Notify the other Party when the Force Majeure ends or abated to an extent which permits resumption of performance to occur; and
- d) Notify the other Party when resumption of performance shall occur.

The period of time during which performance of any obligation or condition is prevented by Force Majeure shall be added to the time provided under this Agreement for performance of such obligations and condition and to the time required for the performance of any act dependent thereon. However, schedule of payment for that period shall be re-adjusted according to actual service delivery.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or its employees, (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

## **22 ASSIGNMENT**

Service Provider shall not have the right to assign any of its rights and obligations under this Agreement to any third party without prior written consent of the Client.

Upon receiving the consent of the Client, Service Provider may sub-contract part but not all of the Services in which event this Agreement shall be deemed to include any assignee or transferee. Service Provider shall remain responsible for the acts or omissions of any such sub-contractors. Any and all Agreements in such a case will be provided for by a separate Agreement between the parties.

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assigns.

## **23 REMEDIES FOR BREACH OF CONFIDENTIALITY**

Service Provider hereby agrees and acknowledges that any disclosure, advertent or inadvertent, of any confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to Client which will not be adequately compensable in monetary damages, and that Client may, in addition to all other remedies available to it at law or in equity, including but not limited to, suit for monetary damages, obtain such preliminary, temporary or permanent, mandatory or restraining



injunctions, orders or decrees as may be necessary to protect Client against, or on account of any breach, by Service Provider, its directors, employees, advisors or agents, jointly and severally, of the provisions contained herein, and Service Provider agrees to reimburse the legal fee and other costs incurred by Client in enforcing the provisions of this Agreement.

**24 NOTICES**

Any notice, which may be given pursuant to the Terms and Conditions of this Agreement, shall be deemed to have been given if left or sent by registered or courier post or Email to the respective addresses as stated herein under:

<Service Provider>  
<Service Provider Address>  
Tel: -----  
Email: -----

Client  
Sui Northern Gas Pipelines Limited  
SGM (Distribution),  
21 Kashmir Road Lahore  
Tel: 042-99205602  
Email: -----

In case of a postal notice, delivery shall be presumed to have occurred 2 working days after posting and in the case of Email, 4 hours after receipt provided such transmission is made between Monday to Friday (not on a public holiday) and between the hours of 09:00-17:00.

**25 NO POACHING**

Each party agrees not to approach or attempt to directly or indirectly entice away or endeavor to entice away any of the other’s employees or staff who have been involved in the provision of the services during the term of this Agreement and for a period of 12 months following its termination, unless the parties mutually agree.

**26 GENERAL**

- 26.1 While tendering the quotation, the price proposed will be final and remain firm till the completion of the Service. No request for increase in price due to any reason thereof will be entertained.
- 26.2 The Terms and Conditions may only be modified if such modification is agreed in writing by duly authorized representatives of the Parties.
- 26.3 If any Clause or provision of these Terms and Conditions is held invalid or unenforceable, the validity or enforceability of the remaining Clauses shall not be affected.



26.4 Neither these Terms and Conditions nor the Statement of Works shall create any rights that shall be enforceable by third parties against either of two.

26.5 These Terms and Conditions and the Statement of Works shall be governed by and construed and interpreted in accordance with laws of Islamic Republic of Pakistan.

## **27 MODIFICATION**

Modification of the Term & Conditions of this Agreement, may only be made in writing, which shall be mutually agreed and signed by duly authorized representatives of both the Parties. Modification of the Agreement would take place through an Addendum to this Agreement, and the recording of that Addendum will be an Appendix of this Agreement.

## **28 INTEGRITY PACT**

Service Provider is required to sign the integrity pact attached with the Contract and confirm their concurrence of execution of the same on Effective Date. This is a mandatory requirement under Public Procurement Rules 2004.

## **29 OWNERSHIP OF DATA**

The information system and data Service Provider contains will be the property of Client.

## **30 RESPONSIBILITIES**

Any personnel provided by the Service Provider shall be considered to be personnel or agents/CROs of the Service Provider. Under no circumstances, the said personnel will be considered to be the agents/CROs or personnel of SNGPL. However, Client reserves the right to notify/intimate the Service Provider for immediate action about the concerned staff members who are not meeting expectations.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

**For and on behalf of SNGPL**

**For and on behalf of <Service Provider>**

Sign: .....

Sign: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date: .....

Date: .....

Sign: .....

Name: .....

Position: .....

Date: .....

**WITNESS**

**WITNESS**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_

**Signatures:** \_\_\_\_\_



**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE  
SUPPLIER OF SERVICES IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

[name of supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practices.

Without limiting the generality of the foregoing [ name of supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or judicial person, including its affiliate, agent, associate, broker consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

[name of supplier] certifies that it has made and will make full disclosure of all Agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken action or will not take any action to circumvent the above declaration.

[name of supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration representation and warranty. It agrees, that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of supplier] agrees to indemnify GOP for any loss of damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission gratification, bribe, finder's fee or kickback given by [name of supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest privilege or other obligation or benefit in whatsoever form from GOP.

[CLIENT]

[Service Provider]



**APPENDIX-“K”**

(To be typed on  
Company’s Letter  
Head, by the same  
Signatory /Signatures,  
who have signed the  
Bid)

**AUTHORITY LETTER**

**M/S Sui Northern Gas Pipelines Limited,  
Gas House, 21-Kashmir Road, Lahore, Pakistan.**

We representing M/s \_\_\_\_\_ have submitted Quotation  
Ref. \_\_\_\_\_ Dated: \_\_\_\_\_ against SNGPL’s Tender  
Ref. \_\_\_\_\_ Dated: \_\_\_\_\_ due for opening on \_\_\_\_\_ at  
\_\_\_\_\_ Hours. We hereby authorize Mr. /Miss. / Mrs. \_\_\_\_\_  
\_\_\_\_\_ to attend the public opening of the Bids on our behalf.

Signature \_\_\_\_\_

Stamp \_\_\_\_\_



**ANNEXURE-"A"**

**STATEMENT OF WORKS FOR HELP LINE 1199 & 0800-01199**  
**SCOPE OF WORK**

The overall scope of work of the services shall include:

1. Setting up a 24/7/365 Call Center facility, with 50 call agents/CROs (47 for inbound and 3 for outbound), to facilitate complaint management of SNGPL. The number of agents (human) will be 65 (62 for inbound and 3 for outbound) in winter season, i.e. December through February.

Shifts	Inbound Activity		Outbound Activity (10am – 6pm)
	Agents/CROs in Summer (Mar thru Nov)	Agents/CROs in Winter (Dec thru Feb)	Agents/CROs (Summer + Winter)
8 am to 4 pm	30	37	3
4 pm to 12 am	13	19	
12 am to 8 am	4	6	

2. The agents/CROs must be spread over three shifts.
3. These agents/CROs can be re-assigned in any shift based on call volume keeping total number of agents in a day strictly as per clause 1 of Scope of Work. The Client reserves the right to increase the number of agents based on call volume at any point of time, with prior two-week notice.
4. Establishing link with SNGPL HO to access the Customer Care & Billing (CC&B) System.
5. Recording of complaints received from calling customers, IVR as well as through Client’s web site in SNGPL’s CC&B system.
7. Escalating critical and long outstanding complaints by calling concerned Client’s staff by Call Center agents/CROs.
8. IVR (Interactive Voice Response) for complaint lodging through menu selection has to be provided by the Service Provider.
9. Carrying out consumer satisfaction survey by calling back the consumers. The Call Center agents/CROs will be required to get feedback on the average 500 consumers per day regarding customer services of Client with respect to their complaint. The agent will take the feedback on SNGPL provided form. This consumer satisfaction report will be then shared with Client on daily, weekly and monthly basis. The survey will be carried out from Monday to Sunday (7 days of the week) from 10:00 am till 6:00 pm.
10. Consumer satisfaction feedback shall be obtained through an automated robocall system by calling back consumers against their resolved and closed complaints. Consumers shall record their responses through predefined options during the robocall, and the feedback shall be captured in the prescribed Client’s feedback format/system. Consolidated consumer feedback reports shall be shared with Client on a daily, weekly,



and monthly basis. The robocall-based feedback survey shall be conducted on daily basis.

11. Maintaining a DR (Disaster recovery) site for immediate switch over in case of “Service Outage” as defined in Agreement.
12. Inbound/outbound Call recordings should be maintained at least for a period of one year. SNGPL reserves the right to ask for a particular or complete call recording.
13. Technical issues related to the network link between Client and Service Provider shall be looked after by Service Provider.
14. Intelligent call routing to agents/CROs based on region, language and skills etc.
15. Generation of analytical reports about KPIs, feedback, repeated complaints, agent’s attendance etc.
16. Technical issues related to the network link between Client and Service Provider shall be looked after by Service Provider.
17. It will be sole reasonability of the service provider to liaise with the telecommunication company to ensure uninterrupted services, either through fiber-optic or any remote connectivity to ensure continuous call landing at call center.

#### **KEY PERFORMANCE INDICATORS (KPIs) FOR CALL CENTER**

1. The Call Center will receive consumer complaints and queries. The Call Center will respond to calls generated by dialling short code number 1199 & 0800-01199 within the area of jurisdiction of SNGPL.
2. The Call Center is expected to process an estimated average 5000 calls per day in Summer (i.e. March Thru` November) with a total 1,350,000 calls and 7500 calls per day during Winter (i.e. December Thru` February) with a total 675,000 calls.
3. The call agents shall register complaints in CC&B, which are received from customers calling on 1199 & 0800-01199. The complaints lodged through SNGPL website will also be registered in CC&B. This data shall remain available for one year with the Service Provider and shall be made available to SNGPL as and when required.
4. Call Center shall deploy exclusively 50 call agents in summer, to provide service on 24/7 basis. Number of agents will be increased to 65 in winter season. The daily attendance sheet of agents will be forwarded to SNGPL. The attendance of call agents may be checked by making a surprise visit to the Call Center
5. The agents must be spread over three shifts each day. These agents can be re-assigned in any shift based on call volume keeping total number of agents in a day strictly as per clause 1 of Scope of Work. SNGPL reserves the right to increase the number of agents based on call volume at any point of time, with prior two-week notice.
6. The call center shall carry out consumer satisfaction survey by calling back the complainant consumers. The Call Center agents will be required to get feedback, on the average, 500 consumers per day regarding the customer service provided by SNGPL against their respective complaints and same will be shared with SNGPL. The Call Center shall submit



the Analytical report about the feedback survey of the consumers on daily, weekly and monthly basis.

7. A Disaster recovery (DR) site shall be maintained for immediate switch over in case of “All Services Down”. DR site may be randomly visited by a team from SNGPL.
8. Call Center shall have the capability of implementing “Intelligent call routing” to agents based on region, language and skills etc and “Interactive Voice Response” for quick routing to best resource. When required by SNGPL, these features shall be provided without any additional cost.
9. The Call Center shall maintain the Voice Recording of inbound complaints/calls and outbound calls. The backup of voice recordings of at least one year shall be retained. The voice recording of inbound/outbound calls shall be checked randomly by SNGPL.
10. The Call Center will routinely generate Quality Assurance reports for evaluation of Agents and Supervisors. Performance of agents shall be monitored by Call Center who will replace the agent in case of failure to meet assigned targets.
11. Service level will be determined by calculating the total number of calls answered within 60 seconds in an hour as compared to the total number of calls offered to agents within the same time period. This will be measured on hourly basis and an aggregated daily average of 24 hours will be considered as service level of that particular day. The target for Service Level will be 100% calls answered within 60 seconds. Threshold time refers to the limit, which will impact the service level delivery in negative if crossed. Metric Target is 60 seconds. Random calls will be made by SNGPL to check the response time by the Call Center agents. All calls shall be answered within 60 seconds.
12. Abandoned Call is when the caller disconnects, at his end, before getting connected with an agent. This may also be referred to as a Lost Call. The call will not be considered abandoned if it is disconnected by the caller before 60 seconds wait, as the set threshold time is 60 seconds.
13. Average Speed of Answer may also be referred to as Average Time to Answer (ATA). This is calculated by the total delay divided by the total number of all calls. The average speed of answer shall be equal to or less than 60 seconds.
14. Average Handle Time is the total of Average Talk Time, Hold Time and Average After Call Work for a designated time period. The Average Handle Time shall be equal to or less than five minutes.



**ANNEXURE-"B"**

**STATEMENT OF WORKS FOR HELP LINE 1210**  
**SCOPE OF WORK**

The overall scope of work of the services shall include:

1. Setting up a 12/7/365 (0800 hours to 2000 hours) Call Center facility with 05 No. call agents/CROs to facilitate SNGPL's LPG Cylinder Distribution Business.

<b>Shifts</b>	<b>Inbound Activity</b>	<b>Outbound Activity</b>
08 am to 04 pm	02	01
12 pm to 08 pm	02	

2. The agents/CROs must be spread over two shifts.
3. These agents can be re-assigned in any shift based on call volume keeping total number of agents in a day strictly as per clause 1 of the Scope of Work. Establishing link with SNGPL HO to access the Management System.
4. Recording of complaints/orders/queries received from calling customers, IVR (Interactive Voice Response) as well as through Client's website and mobile app in SNGPL's system.
5. Escalating critical and long outstanding complaints by calling concerned SNGPL staff by Call Center agents.
6. IVR for complaint lodging through menu selection has to be provided by the Service Provider.
7. Carrying out consumer satisfaction survey by calling back the consumers and 01 No. Call center agent/ CROs will be required to call back to get their feedback on customer services of Client with respect to their orders/queries/complaints. The CROs will take the feedback on Client's provided form. This consumer satisfaction report will be then shared with Client's on daily, weekly and monthly basis. The survey will be carried out from Monday to Sunday (7 days of week) from 10:00 am to 4:00 pm, averaging 50 consumers per day.
8. Maintaining a DR (Disaster recovery) site for immediate switch over in case of "Service Outage" as defined in Agreement.
9. Inbound/outbound Call recordings should be maintained at least for a period of one year. SNGPL reserves the right to ask for a particular or complete call recording.



10. Technical issues related to the network link between SNGPL and Service Provider shall be looked after by Service Provider.
11. Intelligent call routing to agents based on language and skills etc.
12. Generation of analytical reports about KPIs, feedback, repeated complaints, agent's attendance etc.
13. It will be sole reasonability of the service provider to liaise with the telecommunication company to ensure uninterrupted services, either through fiber-optic or any remote connectivity to ensure continuous call landing at call centre.

**KEY PERFORMANCE INDICATORS (KPIs)**  
**FOR CALL CENTER**

1. The Call Center will receive orders/complaints/queries. The Call Center will respond to calls generated by dialling short code number 1210 within the area of jurisdiction of SNGPL.
2. dealing with the distribution of LPG cylinders.
3. The Call Center is expected to process an estimated average of 125 calls per day in Summer (i.e. March Thru September) with a total of 26,750 calls and 175 calls per day during Winter (i.e. October Thru February) with a total of 26,425 calls.
4. The call agents shall register orders, queries and complaints received from customers calling on 1210 as well as those lodged through the SNGPL website and mobile application into SNGPL's system. This data will remain available for one year with the Service Provider and shall be made available to SNGPL as and when required.
5. The Call Center shall deploy 05 exclusive call agents during both the summer and winter seasons, working in two shifts each day to provide services daily from 08:00 AM to 08:00 PM. A daily attendance sheet of the agents shall be forwarded to SNGPL. The attendance of call agents may be checked by making a surprise visit to the Call Center.
6. The call center shall carry out consumer satisfaction survey by calling back the complainant consumers. The Call Center agent will be required to get feedback, on the average of 50 consumers per day regarding the customer service provided by SNGPL against their respective orders/complaints and the same will be shared with SNGPL. The Call Center shall submit the Analytical report about the feedback survey of the consumers on daily, weekly and monthly basis.
7. A Disaster recovery (DR) site shall be maintained for immediate switch over in case of "All Services Down". DR site may be randomly visited by a team from SNGPL.



8. Call Center shall have the capability of implementing “Intelligent call routing” to agents based on language and skills etc. and IVR (Interactive Voice Response) for quick routing to best resource. When required by SNGPL, these features shall be provided without any additional cost.
9. The Call Center shall maintain the Voice Recording of inbound and outbound calls. The backup of voice recordings of at least one year shall be retained. The voice recording of inbound/outbound calls shall be checked randomly by SNGPL.
10. The Call Center will routinely generate Quality Assurance reports for evaluation of Agents and Supervisors. Performance of agents shall be monitored by Call Center who will replace the agent in case of failure to meet assigned targets.
11. Service level will be determined by calculating the total number of calls answered within 60 seconds in an hour as compared to the total number of calls offered to agents within the same time period. This will be measured on hourly basis and an aggregated daily average of 12 hours will be considered as service level of that particular day. The target for Service Level will be 100% calls answered within 60 seconds. Threshold time refers to the limit which will impact the service level delivery in negative if crossed. Metric Target is 60 seconds. Random calls will be made by SNGPL to check the response time by the Call Center agents. All calls shall be answered within 60 seconds.
12. Abandoned Call is when the caller disconnects, at his end, before getting connected with an agent. This may also be referred to as a Lost Call. The call will not be considered abandoned if it is disconnected by the caller before 60 seconds wait as the set threshold time is 60 seconds.
13. Average Speed of Answer may also be referred to as Average Time to Answer (ATA). This is calculated by the total delay divided by the total number of all calls. The average speed of answer shall be equal to or less than 60 seconds.
14. Average Handle Time is the total of Average Talk Time, Hold Time and Average After Call Work for a designated time period. The Average Handle Time shall be equal to or less than five minutes.
15. For outbound calls made for the customer satisfaction survey, Yield Percentage value is determined by taking total number of successful calls divided by total number of connected calls. This percentage shall not be less than 45%.

**Failure of Service and Recovery time:**



Service Level	Service Description	Resolution Time
Severity Level-I Top Critical Business Impact (All Services Down)	Complete loss of Services and Operations, or wide scale business outage or significant impact to business. 1) Switch over to DR site 2) Resolution time for Service Provider	1) 24 Hours 2) 48 Hours
Severity Level – II Highly Serious Business Impact (Service Outage)	Significant or degraded service. Time sensitive issues important to productivity. High impact problems where business is proceeding but is significantly impaired	48 Hours
Severity Level – III Medium Minor Business Impact	Minor loss of service or services in working mode but failure to meet the service levels defined	30 Days

15. Service Level, Failure to Meet Service Level and Remedial Actions:

- a. **All Service Down:** If the Call Center Services go down for more than 48 hours due to any reason whatsoever and failure to remedy it within 48 hours from the date of failure the Client shall be entitled to terminate this Agreement as per Section (16) and also be entitled to recover Late Service Charges from Service Provider.  
In case Service Provider fails to comply with the service level agreed between the parties and failure to remedy such failure shall entitle the Clients to recover 1.0% of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Contract value.
- b. **Service Outage:** Failure to remedy such Service Outage and to implement the backup within 48 hours from the occurrence of such Service Outage shall entitle the Client to terminate this Agreement as per Section (16) and also be entitled to recover Late Service Charges from Service Provider.  
In case Service Provider fails to comply with the service level agreed between the parties and failure to remedy such failure shall entitle the Clients to recover 1.0% of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Contract value.
- c. **Service Response Time:** In case Service Provider fails to comply with the guaranteed service level for more than 10 days in a month, the client shall be entitled to terminate this Agreement as per Section (16) and also be entitled to recover Late Service Charges from Service Provider.



In case Service Provider fails to comply with the service level agreed between the parties and failure to remedy such failure shall entitle the Clients to recover 1.0% of the total Contract value per day by way of Late Service Charges and not by way of penalty subject to a maximum of 10% of the total Contract value.