

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONTRACT EVALUATION FORM**

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF MUNICIPAL, SERVICES & GOODS.**

- |     |   |  |
|-----|---|--|
| 1)  | NAME OF THE ORGANIZATION/DEPTT.   | Karachi Metropolitan Corporation   |
| 2)  | PROVINCIAL / LOCAL GOVT. / OTHERS   | Local Government (KMC)   |
| 3)  | TITLE OF ACCOUNTS   | <u>PRINT UTILITY BILLS FOR GARBAGE COLLECTION, IDENTIFY DEFAULTERS, UNDERTAKE BILL DISTRIBUTION OF CONSUMERS THROUGHOUT KARACHI CITY, ENTER AND PROCESS PAYMENTS</u> |
| 4)  | TENDER NUMBER   | KMC/MS/CM/02/16-17   |
| 5)  | BRIEF DESCRIPTION OF CONTRACT   | <u>PRINT UTILITY BILLS FOR GARBAGE COLLECTION, IDENTIFY DEFAULTERS, UNDERTAKE BILL DISTRIBUTION OF CONSUMERS THROUGHOUT KARACHI CITY, ENTER AND PROCESS PAYMENTS</u> |
| 6)  | FORUM THAT APPROVED THE SCHEME  | Administrator  |
| 7)  | TENDER ESTIMATED VALUE  | Offer Rate   |
| 8)  | ENGINEER 'S ESTIMATE<br>(FOR CIVIL WORKS ONLY)  | N/A  |
| 9)  | ESTIMATED COMPLETION PERIOD (AS PER<br>CONTRACT)  | 03 Years   |
| 10) | TENDER OPENED ON (DATE & TIME)  | 10-11-2016 at (02:30 PM)   |
| 11) | NUMBER OF TENDER DOCUMENTS SOLD<br>(ATTACH LIST OF BUYER)   | 04 Nos   |
| 12) | NUMBER OF BID RECEIVED  | 02 Nos   |
| 13) | NUMBER OF BIDDERS PRESENT AT THE TIME<br>OF OPENING OF BIDS   | 02 Nos   |
| 14) | BID EVALUATION REPORT<br>(ENCLOSE A COPY)   | Copy Attached  |
| 15) | NAME AND ADDRESS OF THE SUCCESSFUL<br>BIDDER  | M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v<br>Millennium System & Consultant Pvt Ltd (MSCL)   |
| 16) | DATE OF CONTRACT SIGNING<br>(Attach copy of Agreement)  | 24-02-2017   |
| 17) | CONTRACT AWARD PRICE  | Rs.14,78,43,550/- (For Three 03 Years)   |
| 18) | RANKING OF SUCCESSFUL BIDDER IN<br>EVALUATION REPORT<br>(i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID) | 1 <sup>st</sup> lowest   |

17) METHOD OF PROCUREMENT USED (TICK ONE)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE	X
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE	✓
c) TWO STAGE BIDDING PROCEDURE	X
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE	X
e) IN CASE OF CONSULTANCY	

Least Cost

(i) QCBS	N/A
(ii) QBC	N/A
(iii) CQS	N/A

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED I.E. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS.

20) APPROVING AUTHORITY FOR AWARD OF CONTRACT Administrator, KMC

21) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

YES	✓	NO	
-----	---	----	--

22) ADVERTISEMENT:

Daily (Jang), Daily Dawn (English) dated 07-10-2016 & other News papers

i) SPPRA WEBSITE (IF YES, GIVE DATE & SPPRA IDENTIFICATION NO.)

YES ✓	30114/2015
NO	

ii) NEWS PAPER (IF YES, GIVE DATE & SPPRA IDENTIFICATION NO.)

YES ✓	Daily Jung (Urdu) & Daily Dawn (English), dated 07-10-2016
NO	

23) NATURE OF CONTRACT

Domestic/Local	Local ✓	Int.	No
----------------	---------	------	----

24) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (IF YES, ENCLOSE A COPY)

YES	✓	NO	
-----	---	----	--

25) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (IF YES, ENCLOSE A COPY)

YES	✓	NO	
-----	---	----	--

26) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	✓ N/A
-----	--	----	-------

27) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

YES	✓	NO	
-----	---	----	--

28) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID ( IN CASE OF CONSULTANCIES)

YES	✓	NO	
-----	---	----	--

29) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

YES	✓	NO	
-----	---	----	--

30) WHETHER INTEGRITY PACT WAS SIGNED (If yes, enclose a copy)

Yes		No	✓
-----	--	----	---

31) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

YES	✓	NO	
-----	---	----	--

32) WHETHER EVALUATED REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (ATTACH COPY OF THE BID EVALUATION REPORT)

YES	✓	NO	
-----	---	----	--

33) ANY COMPLAINT RECEIVED IF YES, RESULT THEREOF)

YES			
NO		✓	

34) ANY DEVIATION FROM SPECIFICATION GIVEN IN THE TENDER NOTICE / DOCUMENTS (IF YES, RESULT DETAILS )

YES			
NO		✓	

35) WAS THE EXTENSION MADE IN RESPONSE TIME? (IF YES, GIVE REASONS)

YES			
NO		✓	

36) DEVIATION FROM QUALIFICATION CRITERIA (F YES, GIVE DETAILED REASONS)

YES			
NO		✓	

37) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

YES	✓	NO	
-----	---	----	--

38) WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD: (IF YES, ENCLOSE A COPY)

YES		NO	✓
-----	--	----	---

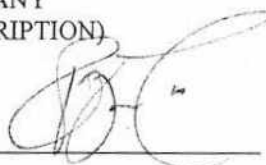
39) WERE PROPER SAFEGAURDS PROVIDING ON MOOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARENTTEE ETC)?

YES		NO	✓ N/A
-----	--	----	-------

40) SPECIAL CONDITIONS, IF ANY (IF YES, GIVE BRIEF DESCRIPTION)

YES			
NO		✓	

Signature & Official Stamp of Authorized Officer \_\_\_\_\_



**FOR OFFICE USE ONLY**

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi.

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

(37)

PRICE SCHEDULE

S. No	Item	Unit Price	Base Volume / Qty	Total Price	Minimum Charges	Remarks
		(Pak Rs.)		(Pak Rs.)		
<b>A</b>	<b>Maintenance</b>					
a.1	Maintenance for IT equipment (List of IT equipment given in section 4.5)	1600000/=	3 Year	4800000/=	4800000/=	—
a.2	Maintenance Charges for non-IT equipment (List of non - IT equipment given in section 4.5)	200000/=	3 year	600000/=	600000/=	—
a.3	Maintenance of application software (RMCS)	1900000/=	3 years	5700000/=	5700000/=	License fee of RMCS include here
	<b>(A) Total Maintenance charges</b>			11000000/=	11000000/=	Payable in 12 quarterly installments.
	<b>(B) Total Maintenance Quarterly Charges (A/12)</b>			925000/=	925000/=	

No action  
 also over booking  
 Daudy Sa  
 29/11/14

*[Signature]*  
 29/11/14

THE SPRINT EXPRESS (PVT) LTD.  
 DIRECTOR *[Signature]*



38 39

S. No	Item	Unit Price	Base Volume / Qty	Total Price	Minimum Charges	Remarks
C	Recurring Quarterly charges					
c.1	Printing of Retail and Industrial Bills	2.37 P/Bill	1,300,000 Bills per Quarter Minimum=200000 No. Maximum=13,00,000 No	3081000/-	474000/-	Bills will be printed on A4 size paper
c.2	Distribution of Bills	3.73	1,300,000 bills per Quarter Minimum=200000 No. Maximum=13,00,000 No	4849000/-	746000/-	
c.3	Provide other support services (Help desk, Complaint Management Services, production of MIS reports, Taking Backups, Operation Support etc.)	1450,000/-	Fixed	1450,000/-	1450,000/-	
c.4	Charges for stub collection and Data Entry of Payments	5/-	100,000 Payment entries	500000/-	400000/-	
c.5	Charges for updating consumers' database with new entries, address corrections and other billing info correction	10/-	5,000 updated records	50,000/-	50,000/-	
c.6	Survey of new consumers	80 P/consumer	Actual			
c.7	Establishment of offices of officers & staff KMC Building M.A. Jinnah road Karachi	575000/-				One time Charges
	(C) Total Recurring Quarterly Charges			9930,000/-	3120000/-	
	(D) Total Quarterly Charges (B+C)			10855000/-	4045000/-	

Note: -

Volume of bills is ranging from 0.2 Million to 1.30 Million subject to actual ground requirements which may vary.

I/We quoted the price schedule and bound ourselves to comply all terms and conditions of this contract with all existing rules and regulations of KMC and I have attached an Bid Security in shape of Pay Order / Bank Guarantee No. 02264621

Dated 10-11-2016 issued from Bank-AI Habib (Pay Order / Bank Guarantee) Amounting Rs. 498775050 in favour of Karachi Metropolitan Corporation (KMC)

Charges for 1<sup>st</sup> Year = 43420000/-  
 One time Add C-7 = 575000/-  
 Total charges for 1<sup>st</sup> Year = 43995000/-  
 Total Charges for 2<sup>nd</sup> Year = 43420000/-  
 Total Charges for 3<sup>rd</sup> Year = 43420000/-  
 130835000/-  
 G.S.T 13% = 17008550/-  
 Total Charges for 3 years with GST = 147843550/-

No calling for over writing  
 Dated 29/11/16  
 Signature of Bidder with Stamp

POINT EXPRESS (PVT) LTD.  
 DIRECTOR  
 Signature of Bidder with Stamp



1. ... received in Pooled / Unseated  
 2. ... 02264621 ... 10-11-2016  
 3. ... 498,775.59 ... Money  
 4. Rates written/... written in words  
 5. Rates quoted @ 14,78,43,55/- for 3 Year

Fourteen Crore Seventy Eight Lacs  
 Forty Three thousand Five Hundred Fifty only

  
 MEMBER  
 Director (M&E)

  
**CHAIRMAN**  
 Chief Engineer (CM)  
 M.S. K.R.C.

  
 MEMBER  
 Ex: Engineer (UDA)



NO.SR.DIR/MUCT/KMC/ 5084/2017.  
**KARACHI METROPOLITAN CORPORATION**  
Municipal Utility Charges & Taxes Department

Dated: 21/02/2017.

Mr. Shiraz Ahmed Abbasi,  
Director,  
M/s Sprint Express (Pvt) Ltd.,  
Bungalow No.13-M, Block-6,  
P.E.C.H.S.,  
Karachi.

**SUBJECT:- LETTER OF ACCEPTANCE.**

The competent Authority has been pleased to accept your tender dated 29-11-2016 for the work of "Print Utility Bills for Garbage Collection, Identify Defaulters, Undertake Bill Distribution of Consumers Throughout Karachi City, Enter and Process Payments" at a total cost of Rs.14,78,43,550/- (For Three Years 03 Years) (Rupees: Fourteen Coror Seventy Eight Lacs Forty Three Thousand Five Hundred Fifty Only) in your favor.


You are therefore, advised to execute the Agreement for which stamps worth Rs.5,17,460/- @ 0.35 of sanctioned amount should be produced within 07 days from receipt of this letter. In case of failure, the sanction shall stand cancelled and action will be taken as per rules.

You are further advised to furnish Bank Guarantee / Pay Order for the amount of Rs.14,78,435/- (1% of Contractual Value), As a Performance Guarantee, from any Schedule Bank of Pakistan as required in Clause-4.4 of Condition of Contract.

  
Senior Director  
MUCT K.M.C.  


Copy submitted for information:

1. The Mayor Karachi.
2. The Metropolitan Commissioner, KMC.
3. The Financial Advisor, KMC.
4. The Senior Director (Law), KMC.
5. Office File.

THE SPRINT EXPRESS (PVT) LTD.  
DIRECTOR   
21/02/16



NO. SR.DIR/MUCT/KMC/ 5091/2017.  
KARACHI METROPOLITAN CORPORATION  
Municipal Utility Billing Services Management  
Dated: 24 / 02 /2017.

Mr. Shiraz Ahmed Abbasi,  
Director,  
M/s Sprint Express (Pvt) Ltd.  
(Leading Partner), J/v Millennium System &  
Consultant Pvt., Ltd.,  
Bungalow No. 13-M, Block-6,  
P.E.C.H.S.,  
Karachi.

**WORK ORDER**

**PRINT UTILITY BILLS FOR GARBAGE COLLECTION, IDENTIFY  
DEFAULTERS, UNDERTAKE BILL DISTRIBUTION OF CONSUMERS  
THROUGHOUT KARACHI CITY, ENTER AND PROCESS PAYMENTS.**

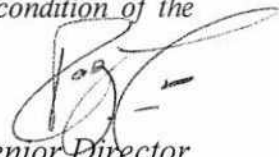
- Refnce :-
1. Tender Opened on 29-11-2016.
  - 2.. Agreement executed on 24-02-2017

The Competent Authority have been pleased to award you a contract for the above mentioned work at a cost of Rs. 14,78,43,550/- (Rupees Fourteen Crore Seventy Eight Lacs Forty Three Thousand Five Hundred Fifty Only). For the period of 03 (Three) years commencing from the date of signing the agreement.

You are therefore directed to contact to Director (MUCT), KMC to obtain necessary instruction to carry out the work.

Please note that the work should be carried out strictly as per terms and conditions of the agreement. The said job should be completed within the stipulated time.

In case you fail to commence the job within seven (07) days after the receipt of Work Order, action will be taken against you as per terms and condition of the agreement.

  
Senior Director  
MUCT K.M.C.

Copy submitted for information:

1. The Mayor Karachi.
2. The Metropolitan Commissioner, KMC.
3. The Financial Advisor, KMC.
4. The Senior Director (Law), KMC.



(INTEGRITY PACT)

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

Contract No.: KMC/MS/CM/02/16-17 Dated: 06-10-2016

Contract value: **Rs.14,78,43,550/-** Contract Title: PRINT UTILITY BILLS FOR GARBAGE COLLECTION,  
IDENTIFY DEFAULTERS.UNDERTAKE BILL  
DISTRIBUTION OF CONSUMERS THROUGHOUT  
KARACHI CITY, ENTER AND PROCESS PAYMENTS.

(For 03 Three Years )

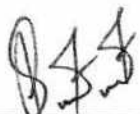
M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Karachi Metropolitan Corporation or any subdivision or agency thereof or any other entity owned or controlled by KMC through any corrupt business practice.


Without limiting the generality of the foregoing, M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kick back, whether described as consultation fee or otherwise, with object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from KMC, except that which has been expressly declared pursuant hereto .

M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) 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 KMC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) accept full responsibility and strict liabilities 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 rights and remedies available to KMC under any law, contract or other instruction, be voidable at the option of KMC.

Not with standing any rights and remedies exercised by KMC in this regards, M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) agrees to indemnify KMC for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to KMC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Sprint Express (Pvt) Ltd. (Leading Partner) J/v Millennium System & Consultant Pvt Ltd (MSCL) 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 KMC.

Contractor:   
Signature: \_\_\_\_\_  
(Seal)

Karachi Metropolitan Corporation:   
Signature: \_\_\_\_\_  
(Seal)

2-73 Rs. 517,460  
26-2-17



**AGREEMENT**

This Agreement is executed at Karachi on \_\_\_\_\_ the 2017

Between

**KARACHI METROPOLITAN CORPORATION**

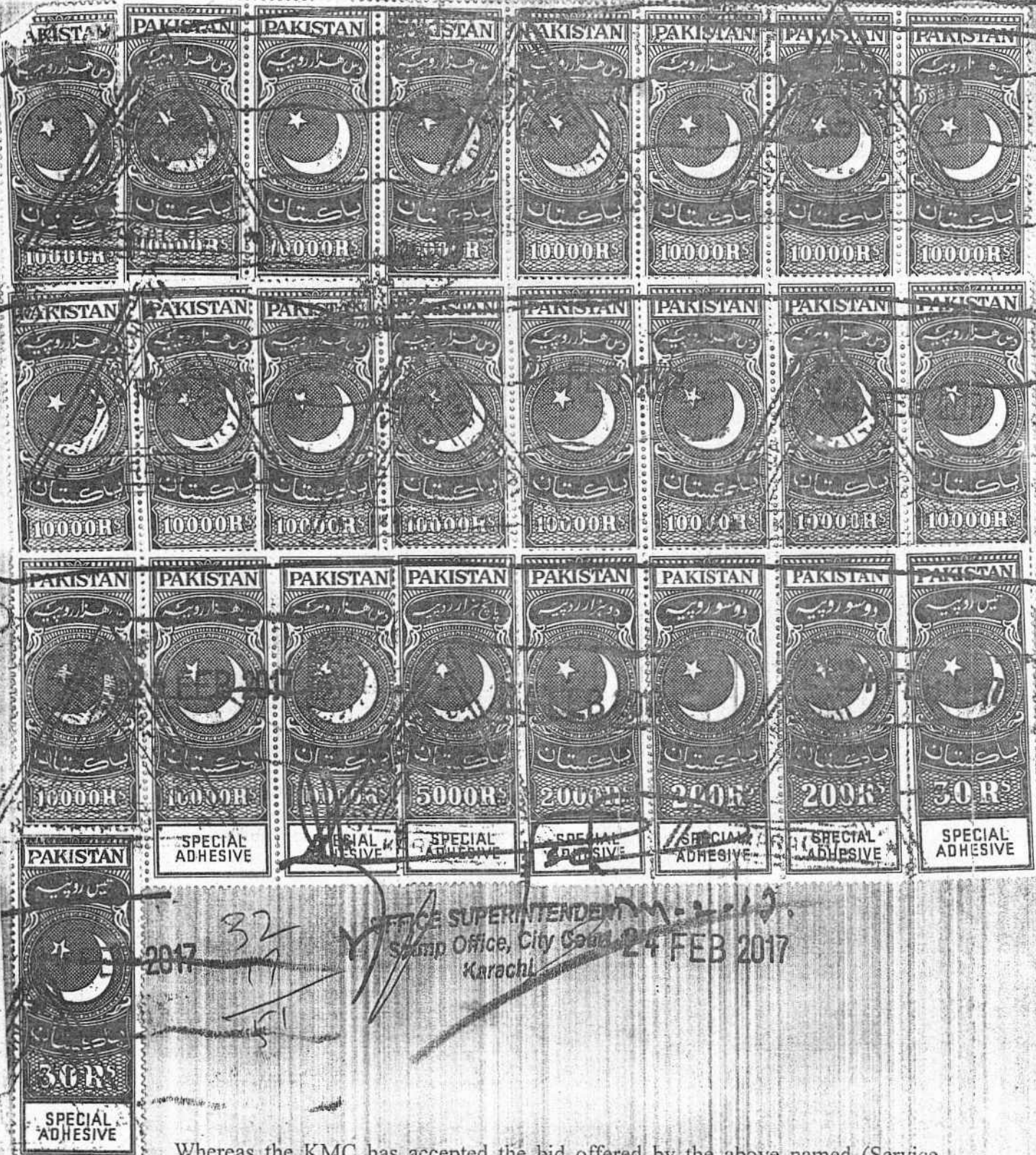
Through the Head of the Department of Municipal Utility Charges & Taxes KMC (which expression shall include his nominee, successors etc. on the one part

And

M/s Sprint Express (Pvt) Ltd., Addressed Bungalow No.13-M, Block-6, P.E.C.H.S Karachi herein after called the **Service Provider** (which expression shall include his / their successor, heirs, executors on the other part.

37/10

26-2-17



OFFICE SUPERINTENDENT  
Stamp Office, City Canal  
Karachi  
24 FEB 2017

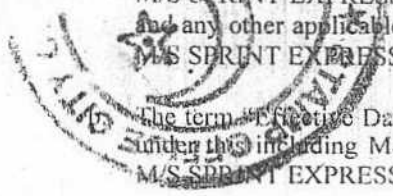
Whereas the KMC has accepted the bid offered by the above named (Service Provider) and agreed to award the contract to provide **Printing & Distribution of Bills** and related services for a period of (03) Three years in accordance with requirement of MUCT, KMC and as per the terms of reference well defined under Statement of Work (SOW), an integral part of the technical bid (Tender Schedule).

Now the MUCT, KMC and M/s Sprint Express (Pvt) Ltd., are respectfully and truly agreed and bind themselves on the terms and conditions as under:-

**1. DEFINITIONS**

a. The term Statement of Work or "SOW" means an order placed by the customer and accepted by M/S SPRINT EXPRESS. It will describe the Services to be provided by M/S SPRINT EXPRESS, and any other applicable terms. Each SOW after signing by Authorized persons of both KMC and M/S SPRINT EXPRESS will become part of this Agreement.

The term "Effective Date" means the day on which all payments due to M/S SPRINT EXPRESS under this including Mobilization advance (if any) upon signing the contract has been made to M/S SPRINT EXPRESS.



- d. "The Project Coordinators" are representatives of KMC and M/S SPRINT EXPRESS who are authorized to carry out Scope of Work with respect to the implementation and execution of this Agreement and report progress, escalate issues / problems to Authorized Persons for the purpose of success of this Agreement. The Project Coordinator to represent KMC is Head of Department Municipal Utility Charges & Tax, KMC. The Project Coordinator to represent M/S SPRINT EXPRESS is Project Manager M/S SPRINT EXPRESS.

**5. SUBCONTRACTING**

M/S SPRINT EXPRESS has the right to subcontract any part of the Services to be provided under the Agreement to independent contractors selected by M/S SPRINT EXPRESS. Any reference to M/S SPRINT EXPRESS personnel herein includes M/S SPRINT EXPRESS subcontractor personnel. However M/S SPRINT EXPRESS will be solely responsible for the work done by M/S SPRINT EXPRESS and its contractors. The Procuring Agency should decide whether to allow subcontracting or not in case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:

No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency and also Procuring Agency has right to change the sub-contractor with the consent of the Contractor. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

**6. CONFIDENTIAL INFORMATION**

The parties agree that all information exchanged during the course of the Agreement will not be provided to any individual/authority unless otherwise agreed by both parties.

**7. INVENTIONS**

The term "Invention" shall mean any idea, concept, know-how or technique that either party originates in performance of the Services during the course of an Agreement. An invention will be treated as follows:

- a. If made by Customer's personnel, it shall be the Customer's property. The Customer grants M/S SPRINT EXPRESS a nonexclusive, irrevocable, worldwide, and paid-up license under such invention, patent application and all patents issued thereon.
- b. If made by M/S SPRINT EXPRESS personnel, it shall be M/S SPRINT EXPRESS's property. M/S SPRINT EXPRESS grants the Customer a nonexclusive, irrevocable, license for internal use.
- c. If made by the personnel of both parties, it and all patent applications filed therefore and all patents issuing thereon shall be jointly owned by the parties without accounting. Each party shall have the right to grant licenses to third parties or assign its rights therein without the consent of the other.
- d. All licenses granted to either will include the right to make, have made, use, have used, lease, sell and/or otherwise transfer any apparatus, and/or practice and have practiced any method, and shall include the right to grant, directly or indirectly sublicenses to such party's Related Companies. Nothing contained in the Agreement shall be deemed to grant any license under any patent or patent application arising out of any other invention of either party.

**8. TERMINATION OF THE SERVICES**

The customer may terminate the contract by providing written one month notice to M/S SPRINT EXPRESS.

Upon receipt of such notice, M/S SPRINT EXPRESS will terminate all tasks for the SOW and all related SOW (s), as soon as practical or in accordance with a mutually agreed schedule. Both parties will give reasonable time to ensure problem free termination. Upon termination, M/S SPRINT EXPRESS will stop the work in an orderly manner as soon as practical.

If the Customer fails to meet its obligations including payment terms under the Agreement, M/S SPRINT EXPRESS may terminate the contract by providing written one month notice to the Customer.

In either case the Customer shall immediately pay all amount due to M/S SPRINT EXPRESS. Full and final payment of M/S SPRINT EXPRESS dues M/S SPRINT EXPRESS shall charge Minimum Price even for termination period.

**9. DISPUTE RESOLUTION**

In the event of any dispute arising out of terms of this Agreement, the parties agree to make every effort to reach an amicable settlement.

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The parties submit to the non-exclusive jurisdiction of courts in Pakistan. Any dispute, difference or claim related to all arising under, out of or in connection with or in relation to this Agreement which is not resolved by mediation as between the parties hereto shall be referred to arbitration committee consisting of one representative of KMC, one representative of M/S SPRINT EXPRESS and Metropolitan Commissioner KMC. The Committee will resolve issues in accordance with the rules / applicable laws of Pakistan. The venue of arbitration shall be Karachi, Pakistan.

#### 10. LIMITATION OF LIABILITY & INDEMNITY

M/S SPRINT EXPRESS's liability for actual damages from any cause will be limited to 1) Rs. 1,000,000/= or 2) an amount equal to the charges invoiced for the Services in dispute (whichever is less) which are the subject matter of, or are directly related to, the cause of action.

The above limitation applies regardless of the form of action, whether in contract or in tort including negligence, except in respect of claims related to personal injury or damage to real property or tangible personal property caused solely by M/S SPRINT EXPRESS's negligence.

In no event will M/S SPRINT EXPRESS be liable for:

- a. any damage caused by the Customer's failure to perform its responsibilities;
- b. any lost profits, lost savings, incidental or other economic consequential damages;
- c. any claim made against the Customer by any other party; even if M/S SPRINT EXPRESS has been advised of the possibility of such damage, loss or claim.

#### 11. WARRANTY FOR THE SERVICES

For each M/S SPRINT EXPRESS Services, M/S SPRINT EXPRESS warrants that M/S SPRINT EXPRESS will perform it:

- a. in a workman like manner, and
- b. according to its current description contained in its Scope of Work.
- c. The warranty period is as mentioned in SOW.

The warranty will not include the correction of problems resulting from alterations / attachment, or from their installation by an party other than M/S SPRINT EXPRESS. M/S SPRINT EXPRESS's obligation is limited to the correction of defects in workmanship and repair defects in the deliverables produced by it based on SOW. These warranties replace all other warranties, express or implied, except those mandatory by law and mentioned in SOW.

#### 12. REQUIRED CONSENTS AND INDEMNITY

CUSTOMER shall be responsible for promptly obtaining and providing to M/S SPRINT EXPRESS all Required Consents necessary for M/S SPRINT EXPRESS and its assigned subcontractors to access use and/or modify software, hardware, firmware and other products used by CUSTOMER for which M/S SPRINT EXPRESS shall provide services hereunder. A Required Consent means any consents or approvals required to give M/S SPRINT EXPRESS and M/S SPRINT EXPRESS subcontractors the right or license to access, use and/or modify (including creating derivative works) CUSTOMER's or a third party's software, hardware, firmware and other products used by CUSTOMER without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

M/S SPRINT EXPRESS shall be relieved of the assistance of any obligations that may be affected by CUSTOMER's failure to promptly provide any Required Consents to M/S SPRINT EXPRESS.

#### 13. FORCE MAJEURE

M/S SPRINT EXPRESS & CUSTOMER will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 07 days of the occurrence of any such case of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, civil disturbances, strikes, riots (other than among the Contractor's own employees) fires, floods, earth quake, commotion, disorder and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.


Neither CUSTOMER nor M/S SPRINT EXPRESS shall be liable to the other party, directly or indirectly, for any damage or loss caused by Force Majeure.


#### 14. GENERAL PROVISIONS

- a. The customer may not assign the Agreement or re-market Services provided by M/S SPRINT EXPRESS under the Agreement without M/S SPRINT EXPRESS's prior written consent.
- b. Except as otherwise provided herein, this Agreement can only be modified by written Agreement duly signed by persons authorized to sign Agreements on behalf of the Customer and M/S SPRINT EXPRESS.
- c. The customer agrees to provide full, free and safe access to M/S SPRINT EXPRESS and its contractor personal for the execution of the Services. Also the Customer shall be responsible for providing complete office facilities to M/S SPRINT EXPRESS and its contractor employees including office space, office facilities, washroom (Ladies & Gents) and any other facility required for running It center.
- d. If there is a conflict, the SOW will prevail over these terms and conditions.
- e. If M/S SPRINT EXPRESS is unable to deliver the M/S SPRINT EXPRESS products/services covered under this Agreement, or is delayed in delivering such M/S SPRINT EXPRESS products/services, due to causes relating import & export requirements of Pakistan, whatever these causes are, both parties agree that such a non-delivery or delayed delivery shall not be considered as a breach of this Agreement and that no damages of any kind shall be payable by M/S SPRINT EXPRESS to the Customer.
- f. The Parties agree that till the expiry of two (02) calendar years from the date of signing of this Agreement, neither of them or their contractors shall, without the written permission of the concerned Party, offer, employ or otherwise solicit services of any person in the employment of the individual its contractor for the purposes of this Agreement.
- g. No action, regardless of form, arising out this Agreement, may be brought by either party more than two years after the cause of action or, in the case of payment, more than three years after the date that the last payment was due.
- h. The M/S SPRINT EXPRESS's and the customer's representatives acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and condition. Further, it is agreed that it is the complete and exclusive statement of the Agreement between both the parties. All previous oral or written, and all other communications between parties relating to the subject matter of this Agreement are null and void.
- i. The Agreement will be governed by the laws of Pakistan and Courts of Pakistan.

- j. If any dispute, controversy or difference whatsoever shall arise between or among the Parties, regarding this Agreement, matters herein contained or any breach hereof, or as to any matter in any way connected herewith or arising here from, while Printing & Distribution of Bills, then and in all such cases, the matter in dispute shall be referred to arbitration in Karachi under the Arbitration Act 1940 or any modification, amendment or re-enactment thereof. The award of the Arbitration shall be final and binding upon the parties to this Agreement.

In witnesseth whereof the parties aforesaid having understood up the licensor and licensee, have mutually agreed to abide by the above terms and conditions of the licence and subscribed their respective hands on the day, month and year mentioned above in the presence of witnesses as under:-

  
THE SPRINT EXPRESS (PVT) LTD.  
M/s Sprint Express (Pvt) Ltd.,  
Service Provider/Licensee  
DIRECTOR

  
Head of the Department/Authorized  
Officer of MUCT, KMC/Licensor

Witness: Syed Baqar Raza  
Address: H-NO-L-191  
Sector 7A Sarjani Town KHI  
CNIC No. 42101-9228821-7  
Contact No. 03322283372

Witness: AZIZAR YAKOOB  
Address: Flat No. A-21  
Saqheer Centre Block 16 FB  
H/25/17  
CNIC No. 42101-1852235-9  
Contact No. 0345-2345660

## STATEMENT OF WORK (SOW)

### a. Scope of Services

Under this Statement of Work M/S SPRINT EXPRESS will provide the following Services.

#### 1. Consumers' Bills Printing

The Customer has agreed to outsource the printing of bills for THREE years (the THREE year period begins from the effective date). The printing the present volume is 1.25 million bills each quarter. These include both Retail and Industrial Consumers. (Also refer to Bills Printing Processes Description in sections and 10). The printing volume will gradually increase as new consumers will be added on Consumers Database by M/S SPRINT EXPRESS through mutually agreed process.

The Consumer bill will be printed on preprinted stationary on one A4 size page. (See suggested formats in Appendix A of this SOW). M/S SPRINT EXPRESS will be responsible for monitoring printing processes. M/S SPRINT EXPRESS has the right to subcontract any part of the Services including printing services to be provided under the Agreement to independent contractors selected by M/S SPRINT EXPRESS.

Billing will be done on quarterly basis.

#### 2. Bills Distribution:

Under these services Bills will be distributed to the consumers on the consumers addresses available on consumers' Billing Database. M/S SPRINT EXPRESS will be responsible for monitoring distribution processes and managing bills all the consumer's bills shall be required be online/web-based the facility of which shall be developed/provided by the Service Provider in the software. M/S SPRINT EXPRESS has the right to subcontract any part of the Distribution Services to be provided under the Agreement to independent contractors selected by M/S SPRINT EXPRESS.

#### 3. Application Software

M/S SPRINT EXPRESS will use its RMCS application software for:

- a. Retail Consumers Bills printing using pre-printed stationary based on the format given in Appendix A.
- b. Industrial Consumers Bills printing based on the formats given in Appendix A.
- c. Billing and collection related MIS.
- d. Management of consumers' complaints.

#### 4. Implementation support

M/S SPRINT EXPRESS will be responsible for providing implementation support for application software provided by M/S SPRINT EXPRESS under this SOW and covered in section 1.2 above.

#### 5. Application Software Maintenance support:

During the contract period M/S SPRINT EXPRESS will be responsible for fixing any bugs in the application software provided M/S SPRINT EXPRESS.

#### 6. Operation Support

Under this M/S SPRINT EXPRESS will provide support services for Complaint Center, Helpdesk, production of MIS reports, taking Backups, Database maintenance, System and Operation Support for running IT Center for KMC for the purpose of services covered in this Agreement.

#### 7. Project Implementation Plan



M/S SPRINT EXPRESS will work on this project according to the following schedule.

S. NO.	Activity	Completion time After signing of the contract
1.	Mobilize project Management team	Week 1
2.	Mobilize Printing Center Team	Week 1
3	Mobilize development team	Week 1
4.	Implement Project Management System for monitoring this project only	Week 1
5.	Implement Bill Printing application	Week 2
6.	Start Bills Printing	Week 3
7.	Implement MIS for Billing	Week 4

#### 8. CHARGES & Payment Terms

CUSTOMER will pay M/S SPRINT EXPRESS the charges specified in the table below. M/S SPRINT EXPRESS will charge and CUSTOMER shall pay Besides services rendered, such charges will include the cost of using the printing facilities, consumables, paper, administration / supervision and printing and other IT operations.

##### a. Charges

All Prices are quoted in Pakistan Rupees

S. No.	Item	Unit Price (Pak Rs.)	Base Volume / Qty	Total Price (Pak Rs.)	Minimum Charges	Remarks
<b>A</b>	<b>Maintenance</b>					
a.1	Maintenance for IT equipment (List of IT equipment given in section 4.5)	16,00,000/-	3 year	48,00,000/-	48,00,000/-	
a.2	Maintenance Charges for Non-IT equipment (List of Non-IT equipment given in section 4.5)	2,00,000/-	3 Years	6,00,000/-	6,00,000/-	
a.3	Maintenance of application software (Software)	19,00,000/-	3 years	57,00,000/-	57,00,000/-	License fee / charges of software include here
	<b>(A) Total Maintenance Charges</b>			1,11,00,000/-	1,11,00,000/-	Payable in 12 Quarterly installments
	<b>(B) Total Maintenance Quarterly Charges (A/12)</b>			9,25,000/-	9,25,000/-	

N o.	Item	Unit Price	Base Volume / Qty	Total Price	Minimum Charges	Remarks
C	<b>Recurring Quarterly charges</b>					
c.1	Printing of Retail and Industrial Bills	2.37 p/bill	1,300,000 Bills per Quarter Minimum= 200000 No Maximum= 13,00,000 No	30,81,000/=	4,74,000/-	Bills will be printed on A4 size paper
c.2	Distribution of Bills	3.73	13,00,000 bill per Quarter Minimum= 200000 No Maximum= 13,00,000 No	48,49,000/-	7,46,000/-	
c.3	Provide other support services (Help desk, Complaint Management Services, production of MIS reports, Taking Backups, Operation Support etc)	14,50,000/-	Fixed	14,50,000/-	14,50,000/-	
c.4	Charges for stub collection and Data Entry of Payments	5.00	100,000 Payment entries	5,00,000/-	4,00,000/-	
c.5	Charges for updating consumers' database with new entries, address corrections and other billing info correction	10.00	5,000 updated records	50,000/-	50,000/-	
c.6	Survey of new consumers	80.00 p/consumer	Actual			
c.7	Establishment of officers of officers & staff of MUCT	5,75,000/-				One time charges
	<b>(C) Total Recurring Quarterly Charges</b>			<b>99,30,000/-</b>	<b>31,20,000/-</b>	
	<b>Total Quarterly charges (B+C)</b>			<b>Rs.1,08,55,000/-</b>	<b>Rs.40,45,000/-</b>	

**YEARLY SUMMARY**

Charges for 1<sup>st</sup> Year Rs.4,34,20,000/-  
 One time Add C.T Rs.5,75,000/-  
 Total charges for 1<sup>st</sup> Year Rs.4,39,95,000/-  
 Total Charges for 2<sup>nd</sup> Year Rs.4,34,20,000/-  
 Total Charges for 3<sup>rd</sup> Year Rs.4,34,20,000/-  
 Total Rs.13,08,35,000/-

GST 13% Rs.1,70,08,550/-

Total Charges for three Year with GST. Rs.14,78,43,550/-

**Notes**

Volume of bills is ranging from 0.2 Million to 1.30 Million subject to actual ground requirements which may vary./

I/We quoted the price schedule and bound ourselves to comply all terms and conditions of this contract with all existing rules and regulations of KMC and I have attached an Bid Security in shape of Pay Order No.02611960 dated 09-11-2016 issued from Bank Al-Habib Limited Amounting Rs.4,95,000/- in favor of Karachi Metropolitan Corporation (KMC).

- a. The variable data will be printed only in one color (black) and on one side of the paper.
- b. Fixed data items such as columns and headings can be in different colors, four colors on front and one color on back by using the pre-printed Bill forms.

**c. Miscellaneous Charges:**

Additional miscellaneous costs, if any, over and above the scope of this Statement of Work (SOW), will be charged and paid by to CUSTOMER and are to be mutually agreed between M/S SPRINT EXPRESS & CUSTOMER before incurring the cost. CUSTOMER may settle these charges directly by making the required payments or may request M/S SPRINT EXPRESS to pay on CUSTOMER's behalf in which case an uplift of 10% will be added to such expenses to cover M/S SPRINT EXPRESS's administration costs.

**d. Payment Terms**

All payments to be made to M/s Sprint Express (Pvt) Ltd., in the following manner:

1. Upon completion of Bills Printing and Distribution services for the quarter. M/S SPRINT EXPRESS will generate quarterly invoice for the quarter based on actual charges or incase actual charges are less than any line item mentioned in section 3.1 of SOW then based on minimum charges for that line item.
2. In case Total quarterly Charges are less than Total Minimum Charges for the Quarter then Minimum Quarterly Charges shall prevail.
3. Minimum Charges will be payable for services suspended due to KMC reasons including non-payment of M/S SPRINT EXPRESS invoices.
4. Charges (which Customer shall pay) will be done on the basis volume of printed bills for printing and distribution services, and per consumer record on Consumers Database records for other services.
5. The bills distribution discrepancies will be established by the committee consisting of the inspection committee consisting of one representative of KMC and M/S SPRINT EXPRESS.
6. If, Total Charges fall short of the Minimum Charges, M/S SPRINT EXPRESS will nonetheless charge Minimum amount for the quarter and Customer shall pay the same.
7. Payment will become due upon receipt of the invoice. KMC will pay invoice amount within 15 days. In case the payment is not made after 30 days from the date of the invoice, M/S SPRINT EXPRESS will cease Bills Printing and Distribution Services immediately. In case payment is not made after 60 days from the date of invoice M/S SPRINT EXPRESS will cease all other services. In this case all terms of "Termination of the Contract" clause 5 will be not be applicable. Minimum Quarterly Charges will be applicable for the suspended period till full and final payment is made to M/S SPRINT EXPRESS by KMC.
8. M/S SPRINT EXPRESS may resume services at its discretion upon receiving full and final payment from KMC.
9. Initial One Time Charges (OTC) will be paid in 12 quarterly installments.
10. 10% of the Invoice Amount shall be deducted as Security Deposit (SD) by the Customer. This SD shall be released and returned to M/S SPRINT EXPRESS after three months of Invoice Date of the Invoice which is subject matter of this SD. If SD amount is not released within four months of the invoice date which is subject matter of the SD, then M/S SPRINT EXPRESS has right to stop services without any notice.
11. In case of any variation in price of imported paper and accessories and/or Government duties, taxes etc., M/S SPRINT EXPRESS reserves the right to revise the pricing in-line with the above fluctuations to which the Customer agrees. Charges will be reviewed every year and mutually agreed based on the CPI and the prevailing market prices and the then current levies.

- c. "Agreed Price" means the charges at which M/S SPRINT EXPRESS will provide products/services covered in SOW to the Customer as documented in SOW.
- d. "Minimum Price or Minimum Charges" means the amount which M/S SPRINT EXPRESS will invoice and the Customer shall pay irrespective of volume of the transaction or efforts as appropriate. In this case Minimum Price is the sum total of minimum charges of all services included within the Scope of this Project and listed in SOW attached herewith. In case of this Agreement The minimum Quarterly Charges are Rs.40,45,000/= only.
- e. "Contract Period" means the duration for which this contract is signed i.e. Three years starting from Effective Date/work order.
- f. "M/S SPRINT EXPRESS Group" means group of companies who will perform services covered under this Agreement. This group includes M/S SPRINT EXPRESS, and/or any other subcontractor of M/S SPRINT EXPRESS working or providing services on this project under contract with M/S SPRINT EXPRESS and also consent with KMC.
- g. "The Authorized Persons" are representatives of KMC and M/S SPRINT EXPRESS who are authorized to take all decisions with respect to the management of this Agreement i.e signing of this agreement, approving changes to this Agreement and providing support to Project Coordinators for the purpose of successful implementation and execution of this Agreement. The authorized person to represent KMC is Head of Department MUCT KMC. The authorized person to represent M/S SPRINT EXPRESS is M/S SPRINT EXPRESS Director.
- h. "The Project Coordinators" are representatives of KMC and M/S SPRINT EXPRESS who are authorized to carry out Scope of Work with respect to the implementation and execution of this Agreement and report progress, escalate issues / problems to Authorized Persons for the purpose of success of this Agreement. The Project Coordinator to represent KMC is Head of Department, Municipal Utility Charges & Tax , KMC. The Project Coordinator to represent M/S SPRINT EXPRESS is Project Manager, M/S SPRINT EXPRESS.
- i. **Attachments:** Following attachments are part of this Agreement:
  - Scope of Work or SOW
  - Appendix A: Sample Bill Format
  - Appendix B; BOQ
  - Appendix C: RMCS License Agreement

## 2. SCHEDULE AND COMPLETION CRITERIA

- a. Customer's and M/S SPRINT EXPRESS's responsibilities will be specified in the description of Services of the applicable SOW, including the equipment, the programs and/or the materials necessary for the implementation of the services by M/S SPRINT EXPRESS.
- b. The SOW will also specify an Estimated Schedule, provided for planning purposes. Both parties agree to make reasonable efforts to perform their responsibilities in accordance with such schedule.
- c. Services will begin on or about the Start Date or Project Initiation Date specified in SOW and will and as set forth in the SOW.

## 3. CHARGES

provide. The customer agrees to pay charges upon receipt of the M/S SPRINT EXPRESS invoice(s) within 15 days. In case sum total of Total Charges are less than sum total of Minimum Charges then sum total of Minimum Charges shall apply and Customer shall pay. The minimum quarterly charges are Rs.40,45,000/= only as mentioned in SOW.

## 4. PERSONNEL

- a. M/S SPRINT EXPRESS Personnel or M/S SPRINT EXPRESS subcontractor's personnel assigned to work on this project shall perform services covered in this Agreement exclusively for KMC.
- b. The Customer and M/S SPRINT EXPRESS will each name one of their employees, with suitable experience and necessary authority, as Authorized Person and one as Project Coordinator.
- c. "The Authorized Persons" are representatives of KMC and M/S SPRINT EXPRESS who are authorized to take all decisions with respect to the management of this Agreement i.e signing of this agreement, approving changes to this Agreement and providing support to Project Coordinators for the purpose of successful implementation and execution of this Agreement. The authorized person to represent KMC is Metropolitan Commissioner, KMC. The authorized person to represent M/S SPRINT EXPRESS is M/S SPRINT EXPRESS Director.

12. M/S SPRINT EXPRESS has the right to subcontract any part of the Services to be provided under this SOW to independent contractors selected by M/S SPRINT EXPRESS.
13. Three months before the End Date of this Agreement as given in section 6 of this SOW, M/S SPRINT EXPRESS will start capacity building of KMC staff enabling KMC to take over the entire system.
14. Within one week of signing of this Agreement KMC will hand over all equipment mentioned in Appendix B of this Agreement to M/S SPRINT EXPRESS. This equipment will be handed over to M/S SPRINT EXPRESS Project Coordinator in perfect running condition. Upon End Date of this Agreement M/S SPRINT EXPRESS will be responsible for handing over all such equipment back to KMC in smooth running condition.
15. All current Government taxes applicable at the time of the effective date of this Agreement will be paid by M/S SPRINT EXPRESS. Any new tax or GST levied by Federal Government, Provincial Government or Local Government will be paid by the Customer i.e. KMC.

#### 9. Completion of Service

These Services will end on the End Date (as specified in Section 6, Estimated Schedule below) unless otherwise agreed by CUSTOMER & M/S SPRINT EXPRESS in writing. Either of CUSTOMER & M/S SPRINT EXPRESS may terminate this Statement of Work as set out in Clause 5 below.

#### 10. Termination of Contract

If CUSTOMER decides to terminate the contract within the three years contract period then:

1. CUSTOMER will serve a 1 month notice for termination of contract. Upon receiving this written notice, M/S SPRINT EXPRESS will immediately cease all services.
2. Customer will make full and final payment to M/S SPRINT EXPRESS within one month of serving written notice. Till this final payment to M/S SPRINT EXPRESS, M/S SPRINT EXPRESS will charge Minimum quarterly charges for the period during which services have been suspended because of termination notice served by KMC.

If M/S SPRINT EXPRESS decides to terminate the contract within the three year contract period then:

1. M/S SPRINT EXPRESS will serve a 1 month notice for termination of contract and
2. Stop all services
3. Initiate the handing over process
4. KMC will make full and final payment to M/S SPRINT EXPRESS within 1 month. In case payment is delayed beyond one month, M/S SPRINT EXPRESS will to charge Minimum Quarterly Charges and which KMC shall pay for the delayed period.

#### 11. Estimated Schedule

Start Date : March 1<sup>st</sup> 2017 (Subject to this contract becomes Effective according Effective Date given in Definitions clause of the main contract).

End Date : Feb 28<sup>th</sup> 2020

End Date can be extended for one year with mutual written agreement of both Authorized Persons mentioned in section 5 of the Main Agreement.

#### 12. Completion of Service

These Services will end on the End Date (as specified in Section 6, Estimated Schedule) unless otherwise agreed by CUSTOMER & M/S SPRINT EXPRESS in writing. Either of CUSTOMER or M/S SPRINT EXPRESS may terminate this Statement of Work as set out in Clause 5 above.

#### 13. Additional Terms and Conditions:

- a. Customer will be responsible for providing office premises to M/S SPRINT EXPRESS staff working on this project. These will also include washroom and meal room facilities.
- b. All M/S SPRINT EXPRESS invoices will be paid within 30 days of receipt of these invoices by the customer's office in Karachi.
- c. Any additions, deletions and amendments to the contract shall only be made in writing by mutual agreement between CUSTOMER and M/S SPRINT EXPRESS and signed by Authorized Persons as defined above in section 5 of Main Agreement.
- d. Commencement of the bills printing will be within 30 days after the Effective Date of this Agreement.
- e. The Customer will be responsible for managing all aspects of the advertisement this includes marketing of advertisement, approval of advertisement and revenue collection from advertisers. The advertisement

revenue will directly go to the Customer and M/S SPRINT EXPRESS will have no claim on this revenue generated through advertisement printed on consumer bills.

#### **14. Bills Printing and Distribution Process**

Within 7 days of Effective Date of this Agreement the mutually agreed Bill Printing and Distribution processes will be defined, and signed by Project Coordinators of both M/S SPRINT EXPRESS and the Customer. The Bills printing and Distribution work will be done according to those processes.

#### **15. Project Change Control Procedure**

Changes to Services described in this Statement of Work, including addition and deletion of Services, changes in Bill formats, report formats, demand for additional reports shall be submitted in a Project Change Request (PCR). The PCR will describe the change, the rationale for the change, and the effect the change will have on the Statement of Work. The requesting party must authorize the request before submission to the other party. The requesting parties can be the Customer, M/S SPRINT EXPRESS or any of M/S SPRINT EXPRESS subcontractors working on this project. The receiving party may either accept the PCR for implementation or further investigation, or reject it. Before M/S SPRINT EXPRESS starts its investigation, M/S SPRINT EXPRESS will inform CUSTOMER of any additional charges to investigate a PCR that CUSTOMER authorizes. If accepted for implementation, a Change Authorization will be signed by Project Coordinators of both Parties.

Any change in the Statement of Work may affect the charges, estimated time lines, or other terms.

#### **16. Responsibility Matrix**

This section lists project activities and assigns the responsibility among client and performing organizations i.e. KMC and M/S SPRINT EXPRESS Group.

Legend: R=Responsible, P= Participate, A= Approve, I= Informed

S. No.	Activity	M/S SPRINT EXPRESS	KMC
<b>A</b>	<b>Initial (One Time) Scope of Work</b>		
A.1	Refine Billing Database	R	P
A.2		R	P
A.3	Customize Bills Printing application	R	P
A.4	Implement Bills printing application	R	P
A.5	Customize Complaint Management application	R	P
A.6	Develop MIS for Billing application	R	P
A.7	Develop Backup / Recovery Plan	R	P
A.8	Provide Site for Complaint Management Center, Helpdesk, Data Center, Data Entry Center (i.e. Rooms for installing Servers and other equipment required) at CDGK's HeadOffice.		R
A.9	Provide office facilities for M/S SPRINT EXPRESS staff to be assigned at Complaint Management Center, Data Center and other project related work at KMCHadOffice.		R
A.10	Establish Complaint Management Center	R	P
A.11	Arrange for Bills Printing	R	
A.12	Finalize arrangement for advertisement on bills		R
	Finalize arrangement with KW&SB for use of KW&SB IRS billing database for initial Bills printing.		R
A.14	Finalize arrangement with Banks for payment collection		R
<b>B</b>	<b>Quarterly Scope of Work</b>		
B.1	Procurement of stationary for Retail and Industrial Bills	R	
B.2	Load data on Printing System at Printing Center	R	
B.3	Printing of Bills with Control Sheets	R	
B.4	Verify Bills Control information	R	
B.5	Take over Bills from Printing Center after signing delivery note	R	I
B.6	Distribute Bills	R	I
B.7	Provide input data (i.e. volume of Garbage collected) for monthly Industrial Billing to M/S SPRINT EXPRESS including mutually agreed control information	P	R
B.8	Enter data for industrial bills Printing	R	
B.9	Printing of Industrial Bills with Control Sheet	R	
B.10	Verify Industrial Bills Control Information	R	
B.11	Distribute Industrial Bills from M/S SPRINT EXPRESS	R	I
B.12	Printing of duplicate bills	R	P
B.13	Provide Stationary for duplicate bills	R	
B.14	Provide on-demand MIS reports on Billing and collections	R	
B.15	Billing and collection related Data Entry	R	
B.16	Collect paid stubs (or digital data) from banks	R	A
B.16	Timely payment of M/S SPRINT EXPRESS invoices		R

### Appendix A: Bills Printing Format

The agreed format for bills, both Retail and Industrial are included in this appendix. Any change in these formats may require change in computer programs and will be handled through Project Change Control Procedure documented in section 11 of SOW.



Appendix B: BOQ  
B.1 BOQ Hardware

S. No.	Item	Quantity	Remarks
H1	Main Server	1	
H2	Backup Server	1	
H3	Test server	1	
H4	FTP Server	1	
H5	Personal Computers For Bills Processing and CMC	8	
H6	Personal Computers for data entry	5	
H7	Laser Printers for printing center	10	
H8	Laser Printers for data entry	2	
H9	UPS for CMC	1	
H10	UPSes	3	
H11	Switch for central site	1	
H12	Bar code readers	06	
H13	PABX for CMC	1	
H14	Additional Cabling material as per requirement	1	As required

B.2 BOQ Software

S. No.	Item	Quantity	Remarks
S1	Network Manager	1	Built into Operating System.
S2	Database Manager SQL Server 2005	4	04 server llicense
S4	Operating System for server	4	4 Server licenses
S5	Operating System	13	For PCs
S6	MS Office	13	For PCs
S7	Anti Virus software	13	13 clients and 4 servers
S8	Revenue Management System	1	01 Server, 20 users licenses



## Appendix C

### License Agreement for RMCS

Under this license agreement M/s Sprint Express (Pvt) Ltd., (hereinafter M/S SPRINT EXPRESS), having their office at Bungalow No.13-M, Block-6, PECHS, Karachi has agreed to provide their Billing System (Software) for internal use within Licensee organization. The license is valid for the configuration given in section C.

Licensee should carefully read the following terms and conditions before using this Software product. Unless you have a different license agreement signed by M/S SPRINT EXPRESS, your use of this software indicates your acceptance of this license agreement and its terms & conditions.

#### A General Understanding of Terms

- a. Software is based on the Methodology, which was conceptualized, and defined by M/S SPRINT EXPRESS.
- b. Based on this methodology M/S SPRINT EXPRESS has developed a Software as a products. The Purpose of Software is to provide Revenue Management related IT solution to Utility Companies. Thus M/S SPRINT EXPRESS is rightful owner of products.
- c. The supported System under this license is given in E i.e. "Supported systems".
- d. M/S SPRINT EXPRESS has agreed to provide license to the licensee for the use of Software for internal use only. M/S SPRINT EXPRESS is offering this license at fee mentioned in section 'B' i.e. Charges.
- e. The licensee agrees to use this software in-line with internationally accepted industry standards of software licensing. At end of License period, the licensee will return to M/S SPRINT EXPRESS all material relating to Billing System products including program code, CD, documents and any other information Licensee may have in any format. Licensee will also ensure that no information relating to Software Product will be passed on to any other party neither this will be retained by them (i.e. Licensee). The License period is mentioned in section D of this document.
- f. The Installation Guide provided on Software CD mentions pre-requisite software required for use of Software. It is Licensee's responsibility to acquire valid licenses from the authorized suppliers of these software products.
- g. By signing this agreement Licensee is entering into a non-disclosure agreement to protect the intellectual property and knowledge of M/S SPRINT EXPRESS with respect to Software and its methodology in-line with internationally accepted norms, ethics and rules of intellectual and digital property rights protection.
- h. Software Product whenever referred in this Agreement means Billing System methodology, design, Architecture, source code, executable code and associated documentation like user manuals, system manuals, help information both in electronic as well as printed form and all intellectual assets relating to Software.
- i. No part of the Software product will be copied in any manner by the Licensee.
- j. Licensee agrees to sign M/S SPRINT EXPRESS's Services and Product Contract (Main Agreement) and associated SOW attached with this License Agreement.

#### Charges

Refer to Charges sections in the SOW.

#### License Configuration:

##### Billing System

Single Server, 20 clients.

Server means Window based Host System.

#### License Period:

Valid till End Date as mentioned in section 6 of SOW

#### Supported Systems:

- a. Host System: Window Server/2000 or above.
- b. Database System: SQL/Server / 2005 or above

Signed on behalf of

End User KMC

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

Title: \_\_\_\_\_

Signature \_\_\_\_\_

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

\*\*\*\*\*End Of License Agreement\*\*\*\*\*