

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Police
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Provincial
- 3) TITLE OF CONTRACT Outsourcing of Human Resource for MCC-15.
- 4) TENDER NUMBER INF/KRY-1207/18
- 5) BRIEF DESCRIPTION OF CONTRACT Outsourcing of Human Resource for MCC-15.
- 6) FORUM THAT APPROVED THE SCHEME
- 7) TENDER ESTIMATED VALUE Rs. 25 Million/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30 days
- 10) TENDER OPENED ON (DATE & TIME) 23-04-2018
- 11) NUMBER OF TENDER DOCUMENTS SOLD 04  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S CatCos Pvt Ltd
- 16) CONTRACT AWARD PRICE Rs. 26,293,051/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE  Domestic
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	37225
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	Daily The News, Daily Express & Daily Awami Awaz on 2 & 3-March-2018.
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	✓

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	✓

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	✓

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	✓

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) 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	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer

  
D. D. O.  
(S/S) Sindh Secretariat  
Karachi  
Karachi Office

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



OFFICE OF THE  
ADDL. INSPECTOR GENERAL OF POLICE,  
KARACHI RANGE

No. AB / A-VIII / 315 / Karachi.

Dated: 27-07-2018

M/S CatCos Private Limited,  
308-3<sup>rd</sup> floor, IT Park, Tariq Centre,  
Main Tariq Road, Karachi.

SUB: LETTER OF ACCEPTANCE.

Ref:- Outsourcing of Human Resource for Madadgar-15 Call Centre (Police Help Line) of Karachi Police.

Your bidding documents SPPRA Rule 2010 amended in 2013 for above referred tender, have been accepted by the competent authority:-

You are therefore, advised to come to the KPO, Account Branch Karachi alongwith Security deposit 10% of cost amount in the form of Pay order / demand draft to be drawn on any branch of schedule bank to sign the contract agreement. In case of your failure to do so the acceptance of your bid shall be cancelled.

You are therefore requested to visit the office of the undersigned for signing of the agreement.

(ASIM KHAN) PSP

DIGP/Administration

For. Addl. Inspector General of Police.

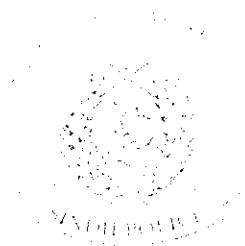
Karachi Range

Copy forwarded to the following for information and necessary action:-

1. The Inspector General of Police, Sindh, (Room: 411/412/413) Karachi

2. PS to Addl.IGP/Karachi.

3. Reference No. \_\_\_\_\_



OFFICE OF THE  
ADDL. INSPECTOR GENERAL OF POLICE,  
KARACHI RANGE

No. AB / A-1 / 2447-76 / Karachi.  
Dated: 11-08-2018

M/S CitCos Private Limited,  
308-3rd floor, IT Park, Tariq Centre,  
Main Tariq Road, Karachi.

WORK ORDER

SUB: OUTSOURCING OF HUMAN RESOURCE FOR MADADGAR-15 CALL CENTRE (POLICE HELP LINE) OF KARACHI POLICE.

Since you have been approved for the outsourcing of Human Resource for Madadgar-15 Call Centre (Police Help Line) of Karachi Police. Therefore you are requested to undertake this work on the subject immediately.

(Signature)  
(J.S. AL KHAN) DSP  
DIGP/Administration,  
For. Addl. Inspector General of Police,  
Karachi Range

Copy forwarded to the following for information and necessary action:-

- The Inspector General of Police, Sindh, (Joint IIGP/Finance) Karachi.
- The Manager (Assessment), Government of Sindh Public Procurement Regulatory Authority (GPPRA) and the Government of Sindh Procurement Services Regulatory Authority (GSPSA) for information and necessary action.
- The Manager (Assessment), Government of Sindh Public Procurement Regulatory Authority (GPPRA) and the Government of Sindh Procurement Services Regulatory Authority (GSPSA) for information and necessary action.

## FINANCIAL PROPOSAL FOR OUTSOURCING OF HUMAN RESOURCE FOR 15 MADADGAR CALL CENTER OF KARACHI POLICE

March 26, 2018

Attention:

Additional Inspector General of Police  
3rd Floor, Account Branch, Karachi Police Office  
Near Saddar Police Station Karachi  
Ph: 021- 99225319

*[Handwritten signature]*  
23/04

S #	Designation & offered salary	Bill to Client per staff per month	Number of staff	Monthly charges	Annual charges
1	Agent Morning	30,188	25	754,699	9,056,385
2	Agent Evening	30,188	20	603,759	7,245,108
3	Agent Night	30,188	20	603,759	7,245,108
4	Supervisor	52,333	3	156,998	1,883,981
5	Manager	71,872	1	71,872	862,469
<b>Grand Total</b>			69	2,191,088	26,293,051

Pak Rupees Twenty Six Million Two Hundred and Ninety Three Thousand and Fifty One

*[Handwritten signature]*  
Daniyal Muhammad Aslam,  
Manager Finance  
M: 0334-3046300, E: [daniyal@catcos.com](mailto:daniyal@catcos.com)

CATCOS (Pvt) Limited



of Services", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees, of the OTHER PART.

Whereas the Addl. Inspector General of Police, Karachi Range, is entrusted with the responsibility of procurement of services, relating to **Outsourcing of Manpower** for Madadgar 15 for Karachi Range at total cost of total bid price Pak Rupees during financial year 2017-18, as per the following required standards from Supplier of Services:

**01. MAIN SCOPE OF WORK**

Karachi Police office, desired to Contact Agreement for Human resource, for Running the whole 15 Madadgar emergency response center. Private Professionally sound, companies.

- a. The operators must possess minimum one-year experiences of any recognized Call Centre.
- b. Sixty percent of call listening and dispatching agents will have minimum qualification of one year diploma in computer science, with preferred typing speed of 35-40 words per min, where as the rest of the forty percent of the Agents can be selected based on their previous relevant experience and education.
- c. The operators both call receiving agent and dispatching agents shall have the knowledge of all zones, districts, roads, bridges, important buildings, roundabouts so that they can recognize the area from where the incident occur with the caller. Necessary relevant SOP shall be provided by the Buyer.
- d. The call listening agents shall have the experience of handling emergency calls, shall know the do's and don'ts of handling emergency calls, shall be trained by Bidder company to handle different kinds of crime calls with expertise, and will know relevant questions regarding the handling of particular crime complain, so as to save that precious time, which can be wasted in asking irrelevant questions and constant repetition of same questions. Necessary relevant SOP shall be provided by the Buyer.
- e. The company who will bid for HR, will provide experience call dispatching agents, experience in understanding the situation regarding crime and shall have experience in dispatching the call quickly and efficiently by conveying the complete and correct message via wireless and any other software and mobile phone. Necessary relevant SOP shall be provided by the Buyer.
- f. Call dispatching agents shall be responsible for following the activities of 15 Madadgar emergency response center's vehicle to whom message is being conveyed and will try so that 15 Madadgar vehicle should reach to the caller within 10 minutes.
- g. The HR along with call receiving agent and call dispatching agent will provide computer experts, who can handle working on the software like falcon I and Avaya reports. So as to keep a live track on location, position and movement of vehicles and record and report if any discrepancy observed from the decided plan.



- h. The Bidder will provide, supervisors for both call receiving agents and call dispatching agents so as to provide services in 15 Madadgar facility professionally.
- i. The Supplier of Services will ensure/ arrange that each shift of working should have call receiving agent who are fluent in regional language i.e. Sindhi, Panjabi, Pashto, saraiki, balochi, barahavi etc, or at least one person in each shift have number of individuals (Call receiving agents) who know these languages.
- j. The Supplier of Services will submit shift wise report of total no of call received, total no of complain generated, time consumed by call receiving agent to transfer call to dispatch, time taken by dispatch agent to transfer call to 15 mobile, and total time consumed and disposal.
- k. Dispatched agent should have the experience of call center job of one year, capable of understanding, segregating, interpreting, coding encoding message and must have experience of transmitting message on wireless, phone and via E command.
- l. The Supplier of Services shall also take care of disposal, follow up and feedback of complainant by using SMS service and telephone. A detail daily report will be submitted after 24 hour, and in case of serious complain will immediately bring in notice of SP 15 Madadgar emergency response center.
- m. Supplier of Services shall also maintain dashboard for Avaya exchange displaying statistics of incoming call, drop calls, prank calls, received calls, call in queue, and span of calls. The IT and Technical team shall provide all assistance to the SUPPLIER of SERVICES when required.
- n. Supplier of Services shall with support of technical team, will be responsible of saving data, recording calls (In built in Avaya system) and retrieving calls on direction of SP 15 Madadgar emergency response center.
- o. Supplier of Services shall data of every 24 hours of number of cognizable and non-cognizable complaint received to concern DIG of zone. And will build data on pattern decided by Office of Additional IG, to be used as crime data.
- p. Making processes and systems to provide progress reports on agreed KPIs on a real-time basis on working and efficiency levels of call center operations, which can also be made available to senior police officials via internet. Simultaneously, weekly and monthly reports also to be provided.
- q. Responsibility of attendance, performance appraisal, replacements, leave, absence etc. of the provided personnel.
- r. Adequate knowledge of technology and human resource for prompt response.
- s. The Supplier of Services shall invite /include SP 15 emergency response center during the process of induction of call receiving/ dispatch agents.

#### SCHEDULE OF REQUIREMENT

HR SERVICES FOR 15 MADADGAR CALL CENTER OF KARACHI POLICE AT  
AIRPORT POLICE STATION< SHAHRAH-e-FAISAL KARACHI

- 1) Bidders shall provide man power service for operational activities for
  - 25 Agents in Morning Shift,
  - 20 Agents in Evening Shift,

- 20 Agents in Night Shift,
- 03 Team Lead/Supervisor
- 01 Coordination Manager

**STAFF REQUIREMENTS**

<p align="center"><b>CALL CENTER AGENTS</b></p>	<ul style="list-style-type: none"> <li>◦ Neutral accent and ability to converse in English, Sindhi and Urdu fluently</li> <li>◦ Age: 20 - 35 years</li> <li>◦ Minimum high school</li> <li>◦ Use approved script for handling emergency calls and calling techniques during entire calling process</li> <li>◦ Attend all training sessions to maintain quality</li> <li>◦ Familiar with typing skills with min 35-40 words per minute.</li> <li>◦ To handle a minimum of 30 calls /hour, (35 calls in peak hours)</li> <li>◦ To ensure that he/she is updated on all areas of Karachi</li> </ul>
<p align="center"><b>TEAM LEAD</b></p>	<ul style="list-style-type: none"> <li>◦ Maximum age limit 40 years</li> <li>◦ Good communication skills in Urdu, English &amp; any local Language</li> <li>◦ Effective Listening skills</li> <li>◦ Good command over office environment software</li> <li>◦ Minimum Bachelor degree</li> <li>◦ To ensure that the agents are performing as per the requirements put forth</li> <li>◦ To assure Quality Standards at all times, to monitor calls and highlight mistakes and provide tips to improve them.</li> <li>◦ Maintain the discipline of the call agents</li> </ul>
<p align="center"><b>COORDINATION MANAGER</b></p>	<ul style="list-style-type: none"> <li>◦ Maximum age limit 45 years</li> <li>◦ Minimum Masters degree</li> <li>◦ Minimum 5-7 years hands-on call center experience in managing teams focused on critical operations, multiple shifts, logistics and administrative liaison.</li> <li>◦ Very Good oral and written communication, leadership and team management skills</li> <li>◦ Interaction with end users to provide support regarding call center operation.</li> </ul>

	<ul style="list-style-type: none"> <li>• To communicate and liaison with client management staff for all planning and reporting needs.</li> <li>• Manage and plan scheduling for Agents &amp; allocate resources adequately where ever required</li> </ul>
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Bidder should provide the required services 24 x 7 x 365 including weekend and other public holidays as part of the Call Center Operational Plan.

2. And whereas the Addl. Inspector General of Police, Karachi Range, in accordance with the Public Procurement Rules 2010 amended in 2016 as adopted by Govt. of Sindh invited Tender for Outsourcing Manpower for 15 Madadgar through advertisements in national newspapers.
3. Messrs. CATCOS Pvt Limited participated in the response of open Tenders, floated by Addl. IGP Karachi, by submitting Technical and Financial Bids, after necessary evaluation of the items described above; the departmental committee opened the financial bids in front of all bidders on April 23 2018.
4. The Supplier of Service shall ensure proper observance of Child Labor Laws.
3. The staff shall perform their duties in 8 hourly shifts.
6. The BUYER and Supplier of Services shall follow all current Labor Laws of Islamic Republic of Pakistan which allow the entitlement of Casual, Sick and Annual leaves. In addition to leaves, all staff shall also be allowed Daily breaks for Lunch/Namaz, Weekly off/s, and Federally announced holidays. BUYER shall not impose any penalties or make any deductions from the invoices in this regard.
7. The rates offered by Messrs. CATCOS Pvt Limited for the tendered item as shown and given above, were found to be the lowest offered, in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of departmental committee, the IGP Sindh has accorded approval to place Purchase/Procurement order with Messrs. CATCOS Pvt Limited, on terms and conditions specified below:

**TERMS & CONDITIONS**

**NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS:**

- 7.1 Supplier of Services shall try to deploy manpower as described above with immediate effect from the date of signing of this agreement as well as acceptance letter.

- 7.2 This agreement is valid for 12 months extendable for next 01 year on a yearly period with mutual consent and satisfaction of Buyer.
- 7.3 No change, alteration or modification in the agreement will be admissible until mutually agreed by the authorized representative of both parties i.e the "BUYER" and the "SUPPLIER"
- 7.4 The Buyer and the Supplier of Services will have the right to terminate this Agreement by giving the other party sixty (60) days written notice in advance without prejudice or assigning any reason what so ever.
- 7.5 The Termination of this Agreement for any reason shall not release any party from any obligations which have already accrued prior to such termination, or which, by the terms, are to continue beyond such termination.
- 7.6 The termination of this agreement shall be without prejudice to any provisions which are to have effect after termination.
- 7.7 Manpower shall be made available at location/s, as required by Deputy Inspector General of Police, Administration, Karachi Range, for round the clock (24/7) duty, seven days a week as per the load of the calls in the Call Center to maintain the waiting list at 0.
- 7.8 The entire manpower shall conform to standards, as stipulated above, and up to the satisfaction of Buyer, which shall be at liberty to reject any person who is not serving in accordance with SOP's of 15 Cal Center, as submitted by supplier at the time of bidding. No appeal or review will be permissible against the decision of Buyer.
- 7.9 The Addl. IGP Karachi Range shall give written receipt signed by him giving out complete details, exhibiting the number of personnel deployed and the number of personnel accepted or rejected, and such receipts shall be conclusive evidence of the acceptance of the number of personnel specified as accepted and rejected.
- 7.10 All personnel rejected shall be replaced by CATCOS Pvt Limited, and nothing shall become due or recoverable by CATCOS Pvt Limited for personnel rejected and replaced. However, BUYER shall follow all Labor laws in doing so.
- 7.11 At the beginning of each month, the SUPPLIER of SERVICES shall send invoices for the previously completed month. The Buyer shall clear the invoices within 10 days from the date of receipt of invoices from the SUPPLIER of SERVICES. A confirmation by inspection committee of the BUYER shall be required that the Supplier performance is satisfactory.

- 7.12 In case Messrs. CATCOS Pvt Limited make default in due performance of this agreement / contract in part or full, Addl. IGP Karachi Range shall be at liberty to impose and recover penalty not exceeding 0.025% per day up to 10% thereof. The penalty shall be applicable only to the extent of their performance in accordance with this agreement.
- 7.13 The Addl. IGP Karachi Range shall have the right to assess, demand and recover any damages suffered by Police Department due to manpower not being deployed on time, from the Suppliers.
- 7.14 The Addl. IGP Karachi Range shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to Messrs. CATCOS Pvt Limited, by the said Addl. IGP Karachi Range, whether by virtue of agreement or otherwise.
- 7.15 The IGP Sindh shall not be responsible for non-performance of this agreement due to change in law, rules and policies of the Government as notified in official gazette from time to time.
- 7.16 All conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
- 7.17 A supervisory committee constituted of the following officers for the overall supervision and performance evaluation and will checks the attendance of the staff working at MCC-15 Call Centre on regular basis.

- |      |           |          |
|------|-----------|----------|
| i.   | SP MCC-15 | Chairman |
| ii.  | SP        | Member   |
| iii. | SP        | Member   |

## 8. GENERAL PROVISIONS

### 8.1 Law Governing Contract

This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

### 8.2 Language

This contract has been executed in the English language, which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this contract.

### 8.3 Headings

The headings shall not limit or affect the meaning of this contract.

8.4 Notices

Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the following address:

For the Buyer:	For the Supplier:
Name of Buyer: <u>Asim Khan</u>	Name of Supplier of Services: <u>[Signature]</u>
Address: <u>[Signature]</u>	Address: <u>Said #205 IT Park, Tower Center Tower Road, Karachi</u>

8.5 Notices will be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In the case of facsimiles / Email, within 24 hours following confirmed transmission.

8.6 A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the clause.

8.7 Location

The services shall be performed at Madadgar 15 Call Center Airport Police Station Karachi.

INDEMNITY

8.8 The BUYER shall indemnify the "SUPPLIER" against all damages, liabilities, costs, and expenses (including but not limited to damage to or loss of property or injury to persons which may be suffered or incurred by the "SUPPLIER") arising out of or in connection with any service carried out by the "SUPPLIER" pursuant to the agreement provided that such damages, liabilities, costs and expenses are not caused by the ill-intention and negligence of the "SUPPLIER" or the its representative.

Inspection of the Services: The Services will be audited by the Officer/ Committee duly notified by the Head of Department to monitor the quality of services as per the scope of work.

9. **FORCE MAJEURE**

8.1 Definitions:

- a. For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's Sub-Supplier or agent or employees nor (ii) any event which a diligent party could reasonable 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 obligation hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

8.2 **No Breach of Contract**

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

9 **Measures to be Taken**

- 9.1 A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- 9.2 A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty (30) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.

9.3 The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**10 Extension of Time**

Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

**11 Consultation**

Not later than Thirty (30) days after the Supplier, as a result of an event of Force Majeure, have become unable to perform a material portion of the services the parties shall consult with each other with a view on agreeing an appropriate measures to be taken in the circumstances.

**12 Suspension**

The BUYER may, by written notice of suspension to the Supplier, hereunder if the Supplier fails to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Supplier to rectify such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.

**13. TERMINATION OF THE CONTRACT**

**13.1 Termination**

**13.1.1. By the Buyer**

The BUYER may terminate the contract, by not less than Sixty (60) Days of written notice of termination to the Supplier of Services. The buyer may terminate this contract if:

- a. The Supplier of Services fails to remedy a failure in the performance of their obligation hereunder, as specified in a notice of suspension or within such further period as the buyer may have subsequently approved in writing.
- b. If the Supplier of Services become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c. If, as a result of Force Majeure, the Supplier are unable to perform a material portion of the services for a period of not less than sixty (60) days, or,



- d. If the buyer, for any valid reason whatsoever, decides to terminate the contract.
- e. In case of termination, the buyer will release all due payments for the services delivered or in transit to be delivered, in thirty (30) days from the date of termination.

**13.1.2. By the Supplier**

The Supplier of Services may terminate the contract, by not less than Sixty (60) Days of written notice of termination to the Supplier, such notice to be given after the occurrence of any of the events specified in following:

- a. If the buyer fails to pay any money due to the Supplier pursuant in this contract and not subject to dispute to pursuant to within sixty (60) days after receiving written notice from the Supplier that such payment is overdue.
- b. If the buyer is in material breach of its obligation pursuant to this contract and has no remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the buyer of the Supplier notice specification such breach;
- c. If, as a result of Force Majeure, the Supplier is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- d. For any other reason whatsoever without liability and without cause and without assigning any reason by giving Sixty (60) days written notice to the Buyer.

**13.2 Cessation of Rights & Obligations**

Upon termination of this contract pursuant to termination clause hereof, or upon expiration of the contract, all rights and obligation of the parties hereunder shall cease except (i) such right and obligation as may have accrued on the date of termination or expiration (ii) the obligation of confidentiality.

**14 Payment upon Termination**

Upon termination of this contract hereof, the buyer shall make the following payments to the Supplier:

- a. For services satisfactorily performed prior to the effective date of termination.
- b. Reimbursable expenses pursuant for expenditures actually incurred prior to the date of termination; and
- c. Except in the case of termination pursuant to paragraph, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.
- d. The BUYER will release all due payments for the services delivered or in transit to be delivered within thirty (30) days from the date of termination.

**15 Disputes about Events of Termination**

If either party disputes whether an event specified in agreement has occurred such party may, within forty five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration and this contract shall not be terminated on account of such event except or in accordance with the terms of any resulting arbitral award.

**16. PAYMENT FOR PROVISION OF SERVICES BY THE BUYER**

16.1 Payment of the same shall be made within Ten (10) days from the receipt of the correct invoice by Addl. Inspector General of Police, Karachi.

16.1.1 The payment will be processed with the satisfactory certificate from the inspection committee for the services claimed in the invoice.

**17. CURRENCY OF PAYMENT**

The payment will be made in Pakistan Currency (Pak Rupees)

**18. SETTLEMENT OF DISPUTE**

18.1 Amicable Settlement, The party shall use their best effort to settle amicably all disputes arising out of or in-connection with this contract or the interpretation thereof.

18.2 Any and every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof including but not limited to its breach, termination or invalidity thereof, Addl. Inspector General of Police, Karachi and SUPPLIER shall use their best efforts to settle amicably any claim of controversy, disputes arising out of or in connection with this Agreement or its interpretation between the Parties or any breach thereof. Any dispute between the parties under this Agreement which cannot be settled amicably, satisfactorily by correspondence or by mutual discussion within thirty (30) days after receipt by one party of the

other party's request for amicable settlement shall be referred to two (2) Arbitrators for Arbitration one to be appointed by each party. The Arbitration proceedings shall be conducted in accordance with the Arbitration Act, 1940, and any subsequent amendments thereof, by one or more arbitrators appointed in accordance with the said Act and the decision of the Arbitrators shall be final and binding.

- 18.3 The Arbitrator(s) shall hear each dispute submitted by a party for arbitration. Arbitration proceedings shall be held at Karachi. Until the announcement of the Award each party shall bear their own cost and expenses.
- 18.4. The language of the arbitration shall be English.
- 18.5. In the course of arbitration, this Agreement shall be executed continuously by both parties except the matter under arbitration.

19. DELAY IN PERFORMANCE

Liquidity Damages of 0.025% per day up to 10% of the Contract Price will be deducted for Delayed Service.

20. PERFORMANCE SECURITY

The Supplier will provide the respective Performance Security in the sum equivalent to 10% of the Bid Price prior to agreement.

21. PRICES

S#	Designation & offered salary	Bill to Client per staff per month	Number of staff	Monthly charges	Annual charges
1	Agent Morning	30,188	25	754,699	9,056,385
2	Agent Evening	30,188	20	603,759	7,245,108
3	Agent Night	30,188	20	603,759	7,245,108
4	Supervisor	52,333	3	156,998	1,883,981
5	Manager	71,872	1	71,872	862,469
Grand Total			69	2,191,088	26,223,051

Price quoted by the supplier shall be fixed during the Supplier's Performance and not subject to variation on any account, unless otherwise specified in the bidding document.

Total value of the contract **PKR 26,293,051/-** Pak Rupees Twenty Six Million Two Hundred and Ninety Three Thousand and Fifty One

22. MISCELLENEOUS

In any arbitration proceeding hereunder:

- a. Proceedings shall, unless otherwise agreed by the parties, be held in Karachi, Pakistan,
- b. The English language shall be the official language for all purposes; and
- c. The decision of the sole arbitrator or majority of the arbitrator (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to the claims of immunity in respect of such enforcement.
- d. Any delay occurred due to any local / state / Federal Government agencies or their departments including any Arm forces or a private company interference or involvement that causes to stop performance Supplier work or making the involvement that causes to stop performing Supplier work or making the progress slow it will not count against Supplier performance or any clause mention in whole contract and it is Buyer responsibility to resolved problem with assistance of Supplier.
- e. Any additional work request by BUYER or required by the project which is not part of the agreement has to bear the expenditure for that through change request procedure.
- f. The performance will be supervised by the BUYER to maintain the quality of services for the future payments of services on the basis of satisfactory performance.
- g. A proper mechanism will be devised for maintenance of the complaint log by the MCC-15 staff of Sindh Police.
- h. The payments will be made on the basis of satisfactory performance certificates from the Supervisory Officer.
- i. The buyer shall provide a list of focal person(s) who shall coordinate with the Supplier for ongoing service related issues and troubleshooting. The buyer shall further provide a list of supervisory officers to be contacted by Supplier whenever required.
- j. The Supplier shall be responsible to provide necessary trainings to staff of Supplier whenever required or requested by the buyer throughout the period of service without any cost.
- k. The Buyer shall solely be responsible for the overall facility management which includes but not limited to all electrical issues, UPS, generator availability and maintenance, Air conditioning, Systems and Data back-up, IT support, Data security, etc. Any degradation of services due to any of the above mentioned reasons shall not be the responsibility of the Supplier.

23. MODIFICATION

23.1 Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties and shall not be effective until the consent of the Associations has been obtained. However each party shall give due consideration to any proposals for modification proposed by the other party.

23.2 If any term, condition, or provision in this agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the agreement. If the parties fail to agree on such amendments, such invalid terms, conditions or provisions will be removed from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

23.3 This agreement may be amended only in writing, signed by both the parties.

24. DELAY IN PERFORMANCE

Liquidity damages of 0.25% per day up to 10 % of the contract price will be deducted for the delayed services.

25. PERFORMANCE SECURITY

The Service provider will submit the performance security in sum equivalent to 10% of the bid price as security against the agreed services. The BUYER shall return the performance Security within thirty (30) days after the completion of the Agreement.

25. In WITNESS WHEREOF, the parties have executed this agreement on the date mentioned above.

For and on behalf of  
SINDH POLICE

For and on behalf  
CATCOS Pvt Limited

Name: ARMI KHAN

Name: DANIYAL

CNIC No: \_\_\_\_\_

CNIC No: 42301-1613824-9

Designation: DCSP

Designation: Manager Finance

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

In Witness  
From: Police Department  
Karachi Range

In Witness  
From: \_\_\_\_\_



Witness - 1

Witness - 1

Name: JAWAD ALI

Name: RAHMAT A. KIDWAI

CNIC No. 42401-8662475-5

CNIC No. 42201-787035-3

Designation: Junior Cleric

Designation: MANAGER HR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness - 2

Witness - 2

Name: Khalid Akhbar

Name: Narwan Anwar Kader

CNIC No. \_\_\_\_\_

CNIC No. 421011826193-3

Designation: Assistant

Designation: Office Assistant

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_