



Government of Pakistan  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
Headquarters, F-5/1, Islamabad  
<http://www.pta.gov.pk>

"SAY NO TO CORRUPTION"

# INVITATION TO BID

## [For provisioning of Point to Point Intranet (data) services]

1. Pakistan Telecommunication Authority (PTA), telecom regulator invites sealed bids from the companies registered with income tax and sales tax departments and who are on active tax payers list of the Federal Board of Revenue for provisioning of point to point Intranet Services between its offices situated at F-5/1 Islamabad and F-6/4, Islamabad.
2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, SLA and NDA etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/- (Non refundable, in shape of bank draft / pay order only). Bidding documents can also be downloaded from ([www.pta.gov.pk](http://www.pta.gov.pk)) free of cost.
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Headquarters F-5/1, Islamabad on or before **12-05-2017 by 10:30 AM**. Technical Bids will be opened the same day at **(11:00 AM)**. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Deputy Director (ICT-III)**

Ph.: 9225361 Fax: 051-9225368

Email Address: [ahmedbakhat@pta.gov.pk](mailto:ahmedbakhat@pta.gov.pk)



*Government of Pakistan*  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
**HEADQUARTERS F-5/1, ISLAMABAD.**  
[http:// www.pta.gov.pk](http://www.pta.gov.pk)

**EXPRESSION OF INTEREST**  
**RFP # PTA/Services/Internet and Intranet Services /2016**

**Title of Services:**

**Selection of Service Provider for provisioning of  
Point to Point Intranet Services (data service on  
private IP addresses) between PTA Headquarters  
Islamabad F-5/1, and F-6/4, Islamabad**

## **REQUEST FOR PROPOSALS**

Pakistan Telecommunication Authority intends to hire services of Point to Point Intranet (data services on private IP addresses), **through PTA's valid license holder, for data services**. Detailed requirements of above-mentioned services are provided in this document. Notice of the tender issued on PTA's/PPRA's websites is the part of this contract document.

### **Terms and Conditions**

#### **GENERAL INFORMATION**

- a. Bidding documents duly completed in all respects, will be received on or before **12<sup>th</sup> May, 2017 up to 1030 AM**. The submission and evaluation of bids will be carried out under the "Single Stage Two Envelop Procedure". The Technical bids will be opened by Technical Committee, at PTA HQs on the same day at **1100 AM**, in presence of bidder's representative, who may choose to attend.
- b. Whereby the bid will comprise of single package containing two separate sealed envelopes. One envelop will contain the "Technical Proposal" and the second envelop will contain the "**Financial** Proposal". Technically qualified companies will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened.
- c. Bids should be addressed to the Deputy Director (ICT-III) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- d. Bidder shall quote prices for all IT equipment mentioned above with any additional hardware. Any hardware item not quoted in the proposal shall lead to disqualification.
- e. [Annex-A to Annex-G, are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further details of the Annexure are mentioned below:](#)
  - i. Annex-A consists of mandatory requirements for bidder(s)
  - ii. Annex-B consists of technical capabilities of bidder(s), which as total 100 marks, whereas minimum qualifying marks are 70%
  - iii. Term of Reference (ToR) describing all the deliverables (**Annex-C**)
  - iv. The successful bidder shall be asked to execute the Service Level Agreement as per (**Annex - D**)
  - v. List of PTA's focal persons at both PTA offices at F-5/1 and F-6/4 Islamabad (**Annex-E**)

- vi. List of Bidder's focal persons (**Annex-F**)
- vii. The successful bidder shall be asked to execute the Non-Disclosure Agreement as per (**Annex - G**)
- viii. Financial Proposal for detailed requirement of Point to Point Intranet (for data services) between PTA Headquarters F-5/1 and F-6/4 (**Annex-H**), The bidder should quote its rates clearly for each item, in the Financial Proposal in both figures and words.

## 2. **BIDDER INFORMATION**

- a. Name of Service Provider \_\_\_\_\_
- b. Date of establishment of business \_\_\_\_\_
- c. (documentary proof of registration etc.) \_\_\_\_\_
- d. Address \_\_\_\_\_
- e. Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_
- f. GST Reg. No \_\_\_\_\_
- g. National Tax No \_\_\_\_\_

## 3. **EVALUATION CRITERIA**

- a. Technical bids shall be opened and evaluated by technical committee on the basis of Annex-A and Annex B. Bidder, obtaining atleast 70% out of available 100 marks as per detail at Annex-B, shall be eligible to stage 2, i.e, financial bid opening.
- b. Financial bids shall be opened and evaluated by procurement committee of PTA, on the basis of Annex-H
- c. Work will be awarded to **financially lowest bidder**, subject to scoring at least 70 % marks in technical evaluation, which shall be used to filter bidders only and does not have any impact on financial evaluation.
- d. If two or more bidders quote equal lowest price in financial proposals, then the contract will be awarded to the one having greater technical marks, in technical bids.
- e. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.

4.

**EARNEST MONEY**

- a. Earnest money in the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority, Islamabad amounting to 2% of the **total bid amount for one year, should only be attached with the Financial Proposal** (Cheques will not be accepted). Certificate regarding deposit of 2% earnest money **must be attached** with Technical Bid.
- b. **FINANCIAL BID not accompanied with earnest money will be rejected without any right of appeal.**
- c. **Earnest money of successful bidder will be retained, till successful start of above mentioned services**, whereas earnest money of unsuccessful bidders will be returned after award of work order to successful bidder.
- d. In case of cancelation of work Order due to default of the supplier, the earnest money shall be forfeited in favour of Pakistan Telecommunication Authority.

5.

**PRICES**

- a. **The bidder should quote its rates (including any hardware cost monthly rental basis) clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-H**
- b. The rates quoted shall remain valid for three months from the date of opening of Technical Proposal.
- c. Bid(s) shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
- d. No transportation/carriage charges will be allowed.

6.

**PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of equipment / software mentioned in this bidding document.
- b. Payment shall be made on provision of bill, **after each preceding month** of provided service at PTA Headquarters and issuance of satisfactory completion certificate by ICT Directorate (at the time of 1<sup>st</sup> payment only).

- c. Payment shall be made after deduction of applicable taxes i.e. Income Tax etc. as per government rules.

**7. EQUIPMENT / SOFTWARE**

- a. The provided equipment shall remain property of the successful service provider, whereas PTA shall pay rent of the equipment, included in the monthly charges.
- b. The equipment / software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.

**8. DELIVERABLE TIME**

- a. Successful service provider shall ensure secure connectivity within six (06) weeks after issuance of work order.
- b. Vendor will be responsible for the safe supply of equipment / software at PTA H/Qs Islamabad.

**9. DISQUALIFICATIONS:**

Offers are liable to be rejected if, there is any deviation from the instructions as laid down in the bid document i.e.

- a. Service provider is not licensee of PTA
- b. Financial bid is submitted without the required earnest money.
- c. Bids are received after specified date and time.
- d. Specification and other requirements are not properly adhered to or different from those given in the tender documents.
- e. GST and NTN certificates are not attached.
- f. Office/Service centre is not in Islamabad/Rawalpindi..

**10. AFFIDAVIT:**

Affidavit on Legal Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body

11.

**RIGHTS RESERVED:**

Pakistan Telecommunication Authority Islamabad reserves the rights to cancel the tender, accept or reject any tender as per PPRA rules or accept the whole or part of tender.

**CHECKLIST:**

- |           |  |          |
|-----------|--|----------|
| <b>a.</b> | Earnest money in shape of bank draft/pay order. (cheques are not acceptable) | (Yes/No) |
| <b>b.</b> | Company's Profile as a part of technical proposal. (Annex B)                 | (Yes/No) |
| <b>c.</b> | List of such projects handled with copies of supply order.                   | (Yes/No) |
| <b>d.</b> | List of clients with telephone numbers and addresses.                        | (Yes/No) |
| <b>e.</b> | List of employees including technical staff for this project.                | (Yes/No) |
| <b>f.</b> | Affidavit on legal paper for not being black listed.                         | (Yes/No) |

**Technical Evaluation Part-A**

<b>Part A) Mandatory Requirement 1</b>	
1	Service provider has to produce Sales Tax and Income Tax Registration.
2	Service provider has valid license from PTA to provide relevant services
3	Minimum three years of relevant experience.
4	Presence at Islamabad/ Rawalpindi

**\*All supporting Documents to be attached for Annex- A.**

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**1All supporting Documents to be attached for Annex- B.**



# Technical Capabilities of Bidder Part-B

## Annex-B

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Sr. #	Attributes	Max. Score	Points to be awarded	Criteria
1	Detail of Offices	15		Firm has sales and services offices atleast at three cities outside Rawalpindi / Islamabad with proof of authorized service provider. Five (5) points for each city other than Rawalpindi / Islamabad up to maximum of 15
2	24 x 7 Customer support Mechanism	20		Firm has 24 x 7 support for PTA
3	Quality of Service assurance	10		Detail of QoS standards have to be submitted
4	Total strength of relevant Technical Staff (List shall be attached with name, designation, qualification and related experience).	20	20	Firm has more than ten (10) relevant technical staff in Islamabad / Rawalpindi.
			15	Firm has more than five (5) and up to ten (10) relevant technical staff in Islamabad / Rawalpindi
			10	Firm has minimum five (5) relevant technical staff in Islamabad / Rawalpindi
5	Firm Experience (minimum three years experience required)	20		Four (4) points will be given for each year of experience beyond three years of mandatory experience
6	Projects completed of similar nature (documentary proof be provided i.e. copy of agreements/completion certificates etc.)	15		Three points will be awarded for each project of same nature on provision of supply order/certificate.
<b>Sub Total</b>		<b>100</b>		

**Minimum technical qualifying marks are 70% in above table whereas specifications of equipment i. e Annex "B" shall be compulsory.**

**Selection of Service Provider for provisioning of Point to Point Intranet (data services on private IP addresses) Services between at PTA Headquarters F-5/1 and F-6/4 Islamabad**

**Terms of Reference**

**1. Introduction**

The Pakistan Telecommunication Authority (PTA) desires to hire Point to Point Intranet services (data services on private IP addresses) between its offices at F-5/1 and F-6/4 Islamabad, from reputable Telecommunication Service Provider having valid license from PTA.

**2. Background:**

Pakistan Telecom Authority is a progressive Government Organization dealing with telecom service providers in Pakistan. PTA desires to set up remote disaster recovery site at its office situated at F-6/4 Islamabad.

**3. Objectives**

PTA intends 4Mbps Full Duplex Intranet Bandwidth, between its offices situated at F-5/1 and F-6/4 Islamabad, as disaster recovery site, initially for a period of three years extendable automatically with mutual consent of both parties, depending on performance of service provider.

**4. Scope of Work**

- a. Provision of 4 Mbps point to point data service between PTA's two offices situated at F-5/1 and F-6/4 Islamabad, which can be enhanced with mutual consent and requirement of PTA
- b. Primary link will be provided on Fiber and backup link with autofailover will be provided on Wireless P2P at PTA Headquarters Islamabad
- c. Smooth deployment of Network infrastructure

- d. Assurance of quality of service standards mentioned in SLA (Annex-G)

## 5. **Deliverables**

- a. Installation of Router / switches / Wireless equipment / poles at PTA Headquarters Islamabad and F-6/4 office, for Fiber as primary and Wireless P2P as backup links.
- b. Provision of Intranet link between F-5/1 and F-6/4 offices of PTA Headquarters.
- c. Smooth deployment of Network infrastructure
- d. All equipment will be issued on **rental basis**
- e. Prompt replacement of burnt / non functioning equipment will be the responsibility of the service provider.

## 6. **Payment Details**

- i. Cost of complete installation of the equipment, including cost of router, firewall, pole etc will be responsibility of the service provider, as these will be provided on rental basis.
- ii. Regular monthly charges will be paid on provision of invoice after each preceding month.
- iii. No transportation charges will be paid for any of the services.

## **SERVICE LEVEL AGREEMENT**

*This Agreement is made at this \_\_\_\_\_ day of \_\_\_\_\_ 2016*

### ***BETWEEN***

Pakistan Telecommunication Authority (PTA), an Authority established under the Pakistan Telecommunication (Re-organization) Act, 1996, having its headquarters at F-5/1 Islamabad through its authorized representative/ officer(s) Mr. \_\_\_\_\_, (hereinafter referred to as "Customer", which expression shall include its assigns and successors in interest of the one Part).

### **AND**

M/s \_\_\_\_\_ incorporated in Pakistan under the Companies Ordinance, 1984 and having its registered office at \_\_\_\_\_ Islamabad, is a Internet service provider vide its license issued by Pakistan Telecommunication Authority and is the business of providing internet services to its customers in Pakistan, through its authorized representative \_\_\_\_\_, (hereafter referred to as "Service Provider", which expression shall include wherever the term is expressed, its successors-in-interest and assigns of the Other Part),

**WHEREAS** the customer invited bids for provision of **4 Mbps** point to point between its offices situated at F-5/1 Islamabad and F-6/4 Islamabad (mentioned at Annex-F) for remote disaster recovery site (the "Services") and has accepted the quotation submitted by the Service Provider for rendering the services in the sum of PKR. \_\_\_\_\_/- inclusive of tax (hereinafter called "the Charges"), for a **period of three years extendable automatically with the written consent of the both the parties** on the terms and conditions mutually agreed by them. However charges will be evaluated on annual basis. If service provider desires to increase charges it has to inform to Customer, atleast three months before annual re-evaluation time otherwise the Service provider has to provide services under this agreement for next year at the prevailing charges.

***NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:***

Service Provider will provide the internet and intranet services on the charges and in accordance with the terms and conditions of this agreement. The Service Provider will install equipment with the required software and ancillary services as are required by the customer between both above mentioned offices of the customer. In consideration of the charges to be paid by the customer the Service Provider hereby covenants to provide the internet and intranet services and remedy defects therein in conformity in all respect with the provision of this agreement.

**1. Availability of Services**

- a) Service Provider guarantees network availability, excluding scheduled maintenance of SMW-3 & 4 and scheduled maintenance declared by Pakistan Internet Exchange / Network Operations Center, M/s Service Provider's NOC and any down age from PIE / TWA subject to prior notice to the Customer.
- b) Maximum Allowable Downtime (Downtime is considered when Both Wireless & ssDSL are down or degraded services) should be in accordance with clause 5 of Telecom Consumer Protection Regulations 2009 and.

Downtime shall be measured as per clause 5(3) of Broadband Quality of Service Regulations 2014, issued by Pakistan Telecom Authority .

Following will be the standard penalties (**measured as per clause 5 "Technical Quality of Service Standards" of Broadband Quality of Service Regulations 2014**) schedule for each site and the penalty will be imposed on the agreed monthly amount of point to point link. If data link is down at the H.Qs it will be considered down for all the sites and the penalty will be imposed on all site tariff. The penalty on Internet bandwidth downtime at H.Qs will be calculated as per the tariff attached at Annex H which is the integral part of this contract.

Link Down age on per month basis	<i>Penalty Percentage</i>
Less than or equal to 3 Hours Monthly	<b>No Penalty(May be seen with para 1b)</b>
Greater than 3.1 Hours and Less than or equal to 6 Hours Monthly	<b>2 % of Monthly Invoice</b>
Greater than 6.1 Hours and Less than or equal to 10 Hours Monthly	<b>5 % of Monthly Invoice</b>
Greater than 10.1 Hours and Less than or equal to 15 Hours Monthly	<b>10 % of Monthly Invoice</b>
Greater than 15.1 Hours and Less than or equal to 20 Hours Monthly	<b>20 % of Monthly Invoice</b>

Greater than 20.1 Hours and Less than or equal to 30 Hours Monthly	<b>30 % of Monthly Invoice</b>
Greater than 30.1 Hours and Less than or equal to 40 Hours Monthly	<b>40 % of Monthly Invoice</b>
Greater than 40.1 Hours and Less than or equal to 50 Hours Monthly	<b>50 % of Monthly Invoice</b>
Greater than 50.1 Hours and Less than or equal to 60 Hours Monthly	<b>60 % of Monthly Invoice</b>
Greater than 60 hours	<b>100 % of Monthly Invoice</b>

## **2. Payment Terms**

- a. CUSTOMER agrees to pay monthly charges as per Annex-H (Rates quoted by successful bidder) on monthly basis **for active links only**, on submission of invoice by the Service Provider.
- b. CUSTOMER agrees to timely pay all charges payable for the use of the services under this agreement for so long as this agreement remains in force.
- c. All fees and charges are required to be paid within 30 days of the invoice date.
- d. Upon failure to pay the charges within the stipulated time given above by the customer, Service Provider may suspend or terminate the services rendered to the CUSTOMER after prior notice.

## **3. Confidential information:**

- a. Confidential information includes, but not limited to, each party's proprietary software and customer information. Each party acknowledges that it will have access to certain confidential information and materials of the other party concerning the other party's business, plans, customer, technology and products, including the terms and conditions of this agreement, if so require for the purpose of this agreement... Each party agrees that it will not use in any way, for its own account or the account on any third party, except as expressly permitted by law, nor disclose to any third party (except as required by law) any of the other party's confidential information and will take reasonable precautions to protect the confidential of such information.
- b. Within twenty four hours or as agreed by the parties after such expiration or termination as the case may be, each party will return all confidential information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such confidential information except as required to comply with any applicable legal, accounting or administrative recode keeping requirement.

#### **4. Termination, Expiration and Renewal**

- a. Duration of this agreement will be for a period of **three years**, which can be extended automatically with the prior written mutual consent of the parties, from the effective date of this agreement.
- b. Either party may terminate this agreement at any time before the expiry period of this agreement by providing three months prior written notice to the other party.
- c. Either party will have right to terminate this agreement if:
  - i. the other party materially breaches any term or conditions of this agreement, including but not limited the charges, and fails to cure such breach within seven days after written notice of the same;
  - ii. Termination will be effected upon the effective date of expiration or termination of this agreement;
  - iii. Service Provider will immediately cease providing the services and any payment obligations of customer which have accrued as of such expiration or termination will become due;(not a termination clause)

#### **5. Customer's Responsibilities**

- a. The CUSTOMER shall protect the secrecy of the IDs/Passwords assigned to the CUSTOMER during the period of agreement and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any unauthorized person.
- b. Use commercially reasonable endeavours to prevent the introduction of any computer virus into the Internet or Service Provider computer systems.
- c. Not use the services for any unlawful purposes.
- d. Not infringe any copyright or intellectual property rights
- e. Not be entitled to trade on connectivity, resell, hire, transfer, assign of the Services or any part thereof at any time without the prior written approval of Service Provider.
- f. Comply with all notices, if deem appropriate, issued by Service Provider regarding the use of the Services.

#### **6. Service Provider Responsibilities**

- a. Service Provider shall protect the secrecy of the IDs /Passwords assigned **to the CUSTOMER at all times and** shall ensure that the same is not revealed or disclose in any manner whatsoever to any person or person whosoever.
- b. Service Provider shall not cause any harm to customer's network through this service and apply

security policy to prevent any type of broadcasts / attacks from Service Provider's network

- c. Not attempt to gain unauthorized access to any computer system connected to Service Provider or to any private/confidential information or resource without the prior approval of the owners or holder of information or resource.
- d. Not persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience to any person whomsoever.
- e. Comply with Pakistan Telecommunication (Re-organization) Act, 1996, rules, regulations, policies issued by the Government of Pakistan & Pakistan Telecommunication Authority from time to time.

## **7. Indemnity**

CUSTOMER and Service Provider each undertake and agrees to indemnify and hold harmless the other, their Directors/and employees at all times against all actions, proceedings, costs, claims, expenses, demands, liabilities, losses and damages whatsoever including without limitation for defamation, infringement of intellectual property rights, death, bodily injury, property damage or pecuniary losses whomsoever arising which such other party and its employees or any person may sustain, incur, suffer or pay arising out of negligence or willful misconduct of the indemnifying party in connection with the use or provision, as applicable of the Service by the indemnifying party.

## **8. Disclaimer**

The , Service Provider shall exercise care and due diligence however shall not be liable for any loss of information/data howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise excluding its negligence for any reason whatsoever, or for the contents, accuracy or quality of information available, received or transmitted through the Services.

## **9. Security and Confidentiality**

- a. Service Provider is responsible for the Network security of the customer's link. However, Service Provider will be liable for any loss of data or information or security issues to the extent of the network and also will ensure to take preventive measure on Internet backbone /bandwidth except those circumstances which are beyond its control.
- b. Within twenty four hours or as agreed by the parties after such expiration or termination as the case may be, each party will return all confidential information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such confidential information except as required to comply with any applicable legal, accounting or administrative record keeping requirement.



- c. A separate Non disclosure agreement will be signed (Annex-G)) Confidential Information clause

#### **10. Customer Support**

Service Provider will be responsible for providing online (On telephone) / on site customer support whenever required by the customer.

#### **11. Conflict of Interest**

**The Service Provider** represents and warrants the following:

- i. **No Current or Prior Conflict of Interest.** That Service Provider has no business, professional, personal, or other interest, including, but not limited to, the representation of other customers, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- ii. **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, Service Provider shall immediately inform the Customer in writing of such conflict.
- iii. **Termination for Material Conflict.** If, in the reasonable judgment of the Customer, such conflict poses a material conflict to and with the performance of Service Provider's obligations under this Agreement, then the Customer may terminate the Agreement immediately upon written notice to Service Provider; such termination of the Agreement shall be effective upon the receipt of such notice by Service Provider.

#### **12. Speed Access**

**Service Provider shall provide 4 Mbps Full Duplex point to point Intranet Bandwidth between its offices at F-5/1 and F-6/4, Islamabad of the customer. Service Provider shall ensure that the service would be provided in accordance with the quality of service parameters. In case of poor quality of services in provision of access of the services the customer will have a right to stop payment of charges until remedy the access speed.**

#### **13. Bandwidth Enhancement**

**Both parties can enhance P2P data bandwidth with mutual consent, however, customer will not pay any additional hardware cost for bandwidth enhancement.**

#### **14. Equipment.**

**Cost of all the equipment utilized for this infrastructure will be borne by Service Provider and will remain the property of the service provider, whereas rent of the equipment to be paid by**

the Customer which shall be included in Monthly Charges. Service provider will be responsible for promptly replacement of all the faulty equipment without any additional cost to PTA.

**15. Force Majeure**

Service Provider shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of Service Provider , including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lighting, equipment failure, computer software malfunction, electrical power failure, telecommunication line failure, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.

**16. Notice**

The Service provider shall provide notice of such event with 7 days to the Customer. Where the Service Provider fails to provide such notice the Service provider shall be liable for the default on the part of the Service provider to the Customer.

**17. Applicable Law**

a. This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

b. Any notice by either party to the other shall be served by sending the same by fax and registered mail at the address of the party herein above or at any changed address notified by

the respective party to the other and the notice so given shall be deemed to have been properly served and received by the respective party.

**18. Disputes settlement**

The parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this agreement, or the breach thereof, shall be settled amicably by the by parties through negotiations of their respective senior management personnel.

If negotiations fail dispute shall be settled by a mutually agreed arbitrator and the decision of the arbitrator(s) shall be final and binding on both parties.

IN WITNESS WHEREOF, this agreement has been duly signed by the parties hereto on the day, month and year written herein above.

**Pakistan Telecommunication Authority**

**M/s Service Provider (Pvt.) Ltd.**

By \_\_\_\_\_ By \_\_\_\_\_

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

Title: **DG (COORD)**

Title\_\_

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

**Witness:**

**Witness:**

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

Title: **Deputy Director (ICT)**

Title

## Annex-E

LIST OF PTA FOCAL PERSONS AT PTA				
S. No.	Name	Designation	Phone No.	Address
1	Mr. Ahmed Bakhat Masood	Deputy Director (ICT)	051-9225361	PTA Headquarters F-5/1, Islamabad
2	Mr. Sikandar Abbas	Deputy Director (Vigilance)	051-9213088	PTA Vigilance Directorate H. No. 4, Street 52, F-6/4, Islamabad

## Annex-F

FOCAL POINT OF TO B		PERSONS NOMINATED' BY E CONTACTED IN CASE		SERVICE PROVIDER, DOWNTIME
S. No.	Name	Designation	Phone No.	Address
1				
2				

**NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016, between

**PAKISTAN TELECOMMUNICATION AUTHORITY** (hereinafter referred to as "**Customer**")

AND

M/s \_\_\_\_\_ (hereinafter referred to as "**Service Provider**"), having its office at Islamabad, which includes its employees and successors.

FOR

the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("**Confidential Information**").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material utilized through link provided by the Service provider.

**2. Obligations of Receiving Party.** Service Provider (receiving party) shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Customer(disclosing party). Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others, any Confidential Information. Receiving Party shall return to Disclosing Party any and all information, records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

IN WITNESS NON DISCLOSURE AGREEMENT has been executed in the presence of the following witnesses on the date first above written.

**SIGNED on behalf of Client**

**SIGNED on behalf of Service Provider**

**Official Seal**

**Official Seal**

**Witness1**

**Witness2**

**Annex-H****FINANCIAL PROPOSAL FOR POINT TO POINT INTRANET SERVICE FOR PTA**

Sr.#	Description	Monthly Charges(Rs)
1	4 Mbps point to point Intranet secure connectivity on Private IPs without Internet, unlimited time and volume between <b>PTA Headquarters F-5/1 and F-6/4 Islamabad</b> . Primary <b>Fiber</b> and backup on <b>Wireless P2P</b> with <b>Auto failover</b> . (Including hardware cost like routers / switches / firewalls / poles, <b>on rental basis, as part of monthly invoice</b> )	
2	<b>Total Charges</b>	