



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Invitation To Bid

For Supply, Installation, Configuration and Commissioning of Distribution/Aggregation Switches

Sealed bids are invited from well reputed tier 1/tier 2 dealers/suppliers/distributors/partners registered with Income Tax and Sales Tax Department and who are on Active Tax Payer List of FBR having valid certificate from Original Equipment Manufacturers (OEM) with minimum three years of relevant experience in the supply and installation of:

Description of Hardware	Quantity
48 x Optical ports supporting 1G/10G speed with Min of 4x40G uplink ports having 10G dual rate support with redundant AC power supplies and Fans	4
10G SFP + (Transceivers) OEM Multimode (same Brand)	111
10G SFP + (Transceivers) OEM Single mode (same Brand)	26
Patch cord multi-mode 3m LC-LC branded	111
Patch cord 3m Single mode branded SC-LC	30

Bidding documents, containing detailed terms and conditions etc., are available for the interested bidders at the office of the undersigned. Price of the bidding documents is Rs.500/- (non-refundable Pay order in favor of PTA). Bidding documents can also be downloaded from (www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of undersigned on or before 21 March 2022 at 11:00 AM. Technical Bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Muhammad Nadeem, AD (ICT)

PTA HQs, F-5/1, Islamabad

Phone: 051-9203529, Fax: 051-9225368

Email: muhammadnadeem@pta.gov.pk

14x2

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

BIDDING DOCUMENTS

Sealed bids are invited from well reputed tier 1/tier 2 dealers/suppliers/distributors/partners registered with Income Tax and Sales Tax Department and who are on Active Tax Payer List of FBR having valid certificate from Original Equipment Manufacturers (OEM) with minimum Three years of relevant experience in respective category described below:

Description of the Hardware	Quantity
48 x Optical ports supporting 1G/10G speed with Min of 4x40G uplink ports having 10G dual rate support with redundant AC power supplies and Fans	4
10G SFP + (Transceivers) OEM Multimode (same Brand)	111
10G SFP + (Transceivers) OEM Single mode (same Brand)	26
Patch cord multi-mode 3m LC-LC branded	111
Patch cord 3m Single mode branded SC-LC	30

Detailed specifications of above-mentioned Hardware are provided at **Annex-C** of this document. Notice of the bids issued on PTA's/PPRA's websites is part of the bid documents.

Terms and Conditions

1. GENERAL INFORMATION:

- a. The bids, duly completed in all respects and prepared in accordance with the instructions in these bidding documents, will be received on or before **21st March 2022** up to **1100 AM**.
- b. Technical bids will be opened by Technical Evaluation Committee, at PTA HQs on the same day at **1130 AM**, in presence of bidder's representative, who may choose to attend.
- c. A bidder shall be selected after an open, competitive and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines made thereunder.

- d. Bid shall comprise of single package containing two separate sealed envelopes. Technically qualified bidders will be informed the date, time and venue for the opening of financial bids.
- e. Each envelope shall contain separately the “Financial Proposal” and the “Technical Proposal”
- f. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
- g. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- h. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of PTA without being opened.
- i. The technical proposals shall be evaluated as per clause 3 of this document without reference to the price and reject any proposal which does not conform to the specified requirements.
- j. The financial proposals of bidders found technically non responsive shall be returned unopened to the respective bidders;
- k. After the evaluation and approval of the technical proposals, the financial proposals of the technically accepted bids /technically qualified bidders will be opened at a time, date and venue announced and communicated to bidders in advance.
- l. Bidder must be registered with FBR for Income and Sales tax and will provide NTN and Sales Tax registration certificates, as per the applicable government regulation, in the proposal.
- m. The Bidders name must be on Active Taxpayers List (ATL) of FBR for Income tax and sales tax as on the date of bid submission and onward throughout the period of Contract/Support/SLA in compliance of the Eligible Bidders (Tax Compliance) Regulations, 2015.
- n. The Bidder shall provide an undertaking that the Bidder itself or its partner have not been declared black listed by any Government/Semi-Government institutions.
- o. **PTA** shall not entertain incomplete or partial bids.
- p. Proposals shall be submitted in English language as per Rule 6 of the Rules.
- q. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- r. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative’s authorization shall be confirmed by power of attorney accompanying the proposal.
- s. PTA may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PTA shall, upon request, communicate to any bidder who submitted a bid or proposal, the grounds for

its rejection of all bids or proposals, but is not required to justify those grounds as per Rule 33 of the Rules.

- t. The bid found to be the most advantageous bid, as defined under Rule 2(h) of the Rules shall be accepted.
- u. PTA Application/Server Farm is expanding continuously. Keeping in view of the requirement the supplied Switches should correlate with the required performance and must provide the guaranteed performance as written in these bidding documents. In case the product/box under performed during the contract period, the selected bidder will be obligated to change the product/box to achieve required performance on free of charge (FOC) basis.
- v. Bids should be sent at the address of Mr. Muhammad Nadeem, Assistant Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- w. Annex-A, Annex-B, Annex-C and Annex-D are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
 - i. Annex-A consists of mandatory requirements for bidder(s)
 - ii. Annex-B consists of technical capabilities of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 70%.
 - iii. Annex-C consists of technical evaluation of the product and bidder(s) may quote higher specs, however, quoting lower specs shall disqualify the bidder.
 - iv. Annex-D, comprises of financial bid format to be followed by all bidders, the bidder should quote its rates clearly, in the financial proposal in both figures and words without any ambiguity. Financial bid should be quoted on the given financial bid forms/format as per Annex-D, otherwise bid may be rejected.
 - v. The bidder must be and current/active dealers/suppliers/distributors/partners of the principal manufacturer.
 - vi. Three (3) Years maintenance and support (24x7) services including License renewals and manufacturer warranty. SLA may be renewed/extendable with mutual consent on agreed terms & conditions as per applicable PPRA Rules.
 - vii. Draft agreement is also part of the Bid documents.

2. BIDDER's INFORMATION

Bidders shall submit of following documents /information with relevant authorities;

- | | |
|--------------------|--|
| In case of Company | 1. Incorporation certificate from Security and Exchange Commission of Pakistan (SECP). |
| | 2. Valid NTN and STN Certificates |
| In case of Firm | 1. Form-C issued by registrar of Firms |
| | 2. Valid NTN and STN Certificates |
-
- | | | |
|----|-----------------|---------------------|
| a. | Address | _____ |
| b. | Telephone No | _____ Fax No. _____ |
| c. | GST Reg. No | _____ |
| d. | National Tax No | _____ |

3. EVALUATION CRITERIA

The bidder should quote its rates (in PKR) clearly in the Financial Proposal in both figures and words. Technical bids shall be opened and evaluated by technical evaluation committee in view of Annex-A, Annex-B and Annex-C. Bidders, meeting the mandatory requirements as per Annex-A, obtaining at least 70% in Annex-B and meeting the technical specifications as per Annex-C, shall be eligible for the participation in financial bid opening. Financial bids of technically qualified bidders (bidders compliant of Annex-A, Annex-B and Annex-C) shall be opened and evaluated by procurement committee of PTA i.e. PC-I.

- a. PTA reserve the right for the selection of **most advantageous bid**, which has met the mandatory requirements/ eligibility criteria, secured minimum 70% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents.
- b. . If two or more technically qualified bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.

4. **Bid Security**

- a. Bid security will be equal to **PKR 500,000/-** for bidder who will participate in the bid and will be in the shape of pay order / demand draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad. Bid security **shall be attached with the Technical Proposal** otherwise proposal **will not be considered** for evaluation.
- b. Bid security will be forfeited in favor of PTA if successful bidder(s) refuse to sign the contract or fails/ unable to deliver the Software /Hardware with in stipulated time frame. Bid security of unsuccessful bidders will be returned after opening of financial bids.
- c. **Technical Bids without Bid security will be rejected without any right of appeal.**
- d. In case of cancelation of Supply Order due to default of the supplier, the Bid security shall be forfeited in favor of PTA.
- e. **Performance Guarantee (P.G.)** equal to 10% of total contract value, which will be submitted within ten (10) days after issuance of the supply order prior to signing of contract. Performance Guarantee will be kept against warranty and support and will only be released after completion of warranty period and on issuance of satisfactory performance certificate from two ICT officers one of which should be the responsible Officer and the other should be officer in charge. Non-submission of P.G. within the specified time period may lead to cancellation of the contract followed by forfeiture of bid security in favor of PTA together with initiation of blacklisting process as per PP Rules, 2004. The bid security of the successful bidder will be adjusted against the amount of performance guarantee.
- f. Performance Guarantee will be forfeited in favor of PTA if the above-mentioned officers reported hardware/software or any type of warranty/support issues related to Equipment/Software/Support and the same is not resolved in a timely manner as provided at Annex-B.
- g. **Bid Security of the successful bidders will be adjusted against the performance guarantee. Remaining amount of the PG shall be submitted** in shape of en-cashable bank guarantee in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad.
- h. A Performance Bank Guarantee (PBG) from a bank having credit rating of at least AA+ in the prescribed format for an amount equal to 10% of the contract price in PAK RUPEE on

the date of calling of the guarantee before signing the contract/agreement for carrying out the assignment. For the purpose of Bank Guarantee, the contract price will mean the total bid amount as provided in Financial Proposal. This PBG shall be released after completion of warranty period and on issuance of satisfactory performance certificate from two ICT officers one of which should be the responsible Officer and the other should be officer in charge. The Proforma of PBG is enclosed at Annex-E.

5. PRICES

- a. **The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-D.**
- b. The rates quoted shall remain valid for 120 days from the date of opening of Technical Bids.
- c. No change in currency exchange rate will be applicable and bids with a condition of currency exchange rate applicability will be rejected without any right of appeal.
- d. Bid(s) shall be inclusive of all applicable taxes i.e. GST etc.
- e. PTA will bear no transportation/carriage charges.
- f. No request for price hike during the contract period shall be accepted.

6. PAYMENT PROCEDURE

- a. **Payment shall be made in Pakistani Rupee.**
- b. **No advance payment shall be made against the supply of software and Hardware mentioned in this bidding document.**
- c. Payment is subject to successful installation, configuration, testing and commissioning of the Solution provision of project documentation i.e (High Level Design)LLD/(Low Level Design)HLD of Networks and complete solutions, issuance of satisfactory performance certificate from two ICT officers one of which should be the responsible Officer and the other should be officer in charge and provision of invoice/bill, physical inspection by PC-1 and issuance of satisfactory performance certificate by ICT directorate.
- d. Payment shall be subject to withholding of applicable taxes as per government rules and penalty (if any) as provided in these documents.

- e. Payment will be linked with active taxpayer status of the bidder and no payment will be made until the bidder appears on ATL (Active Taxpayer List) of FBR (Federal Board of Revenue) as required under PPRA Tax Compliance Regulations 2015.
- f. Payment will be released after verification of Hardware its warranty details from the principle manufacturer via official website, email or letter etc., if deemed necessary.

7. HARDWARE/SOFTWARE

- a. The supply of software / hardware should be arranged through legal channels by clearing all duties/taxes (if any) levied by the Govt.

8. DELIVERY/COMPLETION PERIOD

- a. All components of the Software/Hardware shall be delivered within (16) weeks' time after issuance of supply order.
- b. Configuration, installation and implementation will be the sole responsibility of the Contractor, however nominated technical engineers from ICT directorate will be available to make the process rational.
- c. Completion time (i.e. Configuration, installation and implementation) of the assignment shall be four (04) weeks after delivery at H/Qs F-5/1, Islamabad with provision of support mentioned in section 10.

9. DEALER/SUPPLIER/PARTNER

Bidder shall be a dealer/supplier/distributor/partner of their respective Software/Hardware manufacturer.

10. WARRANTY/SUPPORT/TRAINING

- a. For Supply and Installation of Switches and all other components: Successful bidder will be responsible for three years' warranty and onsite support for three years (24X7-Support/SLA).
- b. Selected bidders will be responsible for Trainings of four ICT officers Free of Cost from authorized training center in-consultation with PTA. The successful bidder shall provide the necessary trainings prior to product delivery and will give the participants complete

overview of the solution, help them become familiar with its capabilities, and allow them to practice using the solution with day to day operations.

11. PENALTY

- a) If the supplier fails to deliver within due time as mentioned at Sr. 8(a) above, then a penalty @ 01% of the total contract value will be charged per week up to a maximum of four (04) weeks (Days more than 04 and less than seven will be considered as one week). Thereafter, supply order/contract shall stand cancelled and Bid security along with P.G. may be forfeited together with initiation of **blacklisting process** as per PP Rules, 2004.
- b) If the supplier fails to install/configure/test provided hardware/software within due time mentioned in clause 8(c) of the is document, then @ penalty of 01% of the contract value will be charged per week up to a maximum of six (06) weeks (Days more than 04 and less than seven will be considered as one week). Thereafter, performance guarantee may be forfeited in favor of PTA, supply/contract may be rejected/ cancelled together with initiation of **blacklisting process** as per PP Rules, 2004.
- c) If the supplier fails to provide warranty / support as per certificate provided as per Annex-B (clause 2) of the bidding document, then a penalty of 01% of the performance guarantee will be charged per week.
- d) In case of non-satisfactory performance by the supplier during the warranty period, PTA reserves the right to forfeit the performance guarantee in favor of PTA.
- e) The penalty amount will be adjusted at the time of final payment or deducted from Bid Security/Performance Guarantee whichever applicable.

12. DISQUALIFICATIONS

Proposals shall be liable to be rejected if any deviation is found from the instructions as laid down in the bid document i.e.

- a. **Technical Bid** is submitted **without the required Bid security**.
- b. Offers are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. GST and NTN certificates are not attached and bidder is not in Active payer List of FBR.

- e. Service center of the quoted brand is not in Islamabad/Rawalpindi.
- f. Bidder does not have “Valid” certificate from manufacturer.
- g. Bidder quoted multiple options.
- h. Affidavit on **Non-Judicial Stamp Paper** to the effect that the Company/firm has not been black listed by any government/semi government/autonomous body and company have not any linkage with India and Israel.
- i. Warranty/Replacement certificate both on **Non-Judicial Stamp Paper** and vendor's company/Firm letter head for three (03) years.
- j. Non-Provision of undertaking that provided hardware will not be end of life for at least five years after supply of the equipment

13. **RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad reserves the rights to cancel the bid, accept or reject any bid as per PPRA rules 2004.

CHECKLIST

- | | | |
|----|--|----------|
| a. | Bid security in shape of bank draft/pay order.
(cheques are not acceptable) | (Yes/No) |
| b. | Relevant documents are attached as per Annexures | (Yes/No) |
| c. | List of such projects handled with copies of supply order. | (Yes/No) |
| d. | Affidavit on non-judicial stamp paper for not been black listed. | (Yes/No) |
| e. | Affidavit on non-Judicial paper of no linkage with India & Israil | (Yes/No) |
| f. | Specification and other requirements are met. | (Yes/No) |
| g. | Service Centre of the quoted brand is in Islamabad/Rawalpindi | (Yes/No) |

Muhammad Nadeem
Assistant Director (ICT)

General Evaluation Criteria

Annex-A

Part A) Mandatory Requirements *	
1	Company/Firm/Bidder has to produce Sales Tax and Income Tax Registration.
2	Minimum Three (03) years of relevant experience (will be ascertained from the dates of executed agreements, supply orders, satisfactory completion certificates etc.)
3	Sales and Service Center of the vendor/contractor/Bidder must be in Islamabad / Rawalpindi.
4	Vendor/contractor status should be "Active" in Tax Payers List of FBR for both income tax and sales tax.
5	Affidavit on non-Judicial stamp Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body or company
6	Company/Firm/Bidder has to produce valid Authorization Letter and Partner Certificate of the principal/manufacture for Pakistan.
7	Minimum three relevant supply orders along with completion certificates as documentary evidence should be provided.
8	The bidder will submit an undertaking that provided hardware will not be end of life for at least five (05) years after supply of the equipment.
9	Bid Security amounting to Rs. 500,000 is attached with technical bid.

Bidders not fulfilling the above-mentioned Mandatory requirements will stand disqualified

Part B) General Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Spare Parts Availability	20		Firm has Spare Parts of the quoted model Depot/facility at Islamabad / Rawalpindi.
2	Hardware Replacement time for faulty parts under warranty equipment/parts (Certificate has to be produced) (Clause 11(c) referred)	20	20	Replacement on the same day
			10	Next Business Day (NBD)
			0	In case vendor is not providing certificate Next Day Replacement
3	Total strength of relevant Technical Staff at Rawalpindi / Islamabad (List shall be attached with name, designation, qualification, certifications and related experience).	10	10	Firm has ten (10) or more relevant technical staff in Islamabad / Rawalpindi.
			5	Firm has more than seven (7) or more up to nine (9) relevant technical staff in Islamabad / Rawalpindi
			2	Firm has five (5) or more up-to six (6) relevant technical staff in Islamabad / Rawalpindi
4	Firm Experience (minimum Three Years' experience required) in Pakistan.	15		(5) Points will be given for each year of experience beyond 3 years of mandatory requirement. Experience to be assessed from the date of copies of oldest completion certificate, supply order, agreement etc.
5	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders alongwith work completion certificates etc.)	15		Five points will be awarded for each project of same nature on provision of supply order/certificate <ul style="list-style-type: none"> • bidder is required to provide supply order and work completion certificates of at least 3 similar nature of projects
6	Demo/Presentation for proof of concept. Complete Solution presentation.	20		Presentation shall be arranged for proof of concepts of the all features including but not limited to scalability, modularity, compatibility with other brands, reliability, solution deployment and migration planning etc.
Sub Total		100		
<i>Minimum qualifying marks are 70% in above table whereas Annex "C" shall be compulsory. All supporting Documents to claim marks to be attached for all relevant pages of Annex-B.</i>				

ed Specifications of Distribution/Aggregation Switches

Sr. #	<u>System Performance and scaling requirements</u>	<u>Compliance</u>
<u>Interface Minimum:</u>		
1.	The switch must be equipped with 48 x Optical ports supporting 1G/10G speed with Min of 4x40G uplink ports having 10G dual rate support with redundant AC power supplies and Fans	
<u>Performance:</u>		
1.	Throughput /Bandwidth Min of 2Tbps the switch should have non-blocking architecture. All ports must operate on highest possible speed simultaneously. The maximum number of stored MAC addresses in the switching table shall not be less than 256K	
2.	<ul style="list-style-type: none"> • Minimum of IP v4 unicast routes 128K & 200K host routes. Should support VXLAN • VTEP 200 or higher • Proposed Switches must support SDN Feature set and should be able to managed and provisioned by SDN Controller (Support only) • Proposed switches must support Spine & Leaf Network Architecture • Must support 1GE SFP • Must support 10GE SFP+ • Must support Direct attached cable of 10G • Traffic mirroring must be supported Port-based, VLAN-based, on LAG port • Proposed Switches must be a wire-speed Layer 2/3 	
3.	<u>Mandatory Layer 2 Protocol Requirement</u> 802.1D – Spanning Tree Protocol (STP) <ul style="list-style-type: none"> • 802.1w – Rapid Spanning Tree Protocol (RSTP) • 802.1s – Multiple Spanning Tree Protocol (MSTP) • Per VLAN Spanning Tree Protocol (PVSTP) or equivalent • 802.1AB Link Layer Discovery Protocol (LLDP) • VLAN Registration Protocol • 802.3ad – Link Aggregation Control Protocol (LACP) • Multi-chassis Link Aggregation (MC-LAG) 	
4.	<u>Mandatory Layer 3 Protocol Requirement</u> <ul style="list-style-type: none"> • Static Routing, RIP v1/v2, OSPF v1/v2/v3 • Policy Based Routing, Virtual Router Redundancy Protocol (VRRP) • Bidirectional Forwarding Detection (BFD) • Virtual Routing and Forwarding • Unicast Reverse Path Forwarding (uRPF) • BGP, DHCP v4/v6 Relay • VRF-Aware DHCP • Internet Group Management Protocol (IGMP) v1/v2/v3 • Multicast Listener Discovery (MLD) v1/v2 • IGMP Snooping • Quality of Service (QoS) 	
5.	IEEE family protocols: 802.3: 802.3, 802.3ae, 802.3ab, 802.3z. support 802.1ad (Q-in-Q) and Selective Q-in-Q protocols	
6.	Support LAG and MLAG	
7.	<ul style="list-style-type: none"> • Routing: The switch must be able to support following IPv4 routing protocols: BGP4, OSPF, RIP v1/v2, PIM, MSDP 	

	<ul style="list-style-type: none"> •The switch must support Policy-based Routing •The switch must be able support BFD for static routing and dynamic routing protocols OSPFv2/OSPFv3, BGP, L2. L3 multicast with IGMP Snooping of all versions 	
8.	The switch must support VxLAN Tunneling End Point (VTEP)	
9.	The switch must support DC Bridging protocols,	
10.	The switch must support Flow Control	
11.	SNMP versions 2c and 3, Syslog	
12.	The switch should support min of 40MB aggregate buffer size.	
13.	Switch must support L2 multipathing and must not have any STP limitation	
14.	The switch must support integration with standard sys log server. Event logging for audit purposes.	
15.	The switch must have more than 2GB system memory	

Any inferior Specifications will be rejected

Multiple options are not allowed; vendor should Quote only one option. Quoting multiple option will lead to disqualification.

Higher Specifications are allowed however, quoting lower specifications will lead to disqualification.

Authorized Signature of bidder with seal & stamp

Financial Proposal (Bid Format)

Annex-D

[SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF DISTRIBUTION/AGGREGATION SWITCHES WITH THREE (3) YEARS MAINTENANCE

AND SUPPORT (24X7) SERVICES INCLUDING LICENSE RENEWALS AND MANUFACTURER WARRANTY]

Date _____

Company Name _____

S. #	Required Specification	Quoted Specification (With Brand Name)	Unit Price Inclusive of Applicable Taxes	Qty	Total Price Inclusive of Applicable Taxes
1	The switch must be equipped with 48 x Optical ports supporting 1G/10G speed with Min of 4x40G uplink ports having 10G dual rate support with redundant AC power supplies and Fans with three (03) year of Warranty and Support			4	
2	10G SFP + (Transceivers) OEM Multimode (same Brand)			111	
3	10G SFP + (Transceivers) OEM Single mode (same Brand)			26	
4	Patch cord multi-mode 3m LC-LC branded			111	
5	Patch cord 3m Single mode branded SC-LC			30	
	GRAND TOTAL				

Rupees _____

Note

Financial bid form must be signed and stamped by the bidder.

PERFORMANCE BANK GUARANTEE

FORM OF PERFORMANCE BANK GUARANTEE

Note: See GC Clause 23

Performance Guarantee for Advance Obligations

Date:-----

_____*[On a legal document/stamp paper]*

Beneficiary: Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.

Date: _____

We, *[name of Bank]* are providing Advance Guarantee for _____ (hereinafter called "the Supplier") have entered into CONTRACT No. *[Reference number of the CONTRACT]* dated *[insert date]* with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of ***Supply, Installation, Configuration and Commissioning of Distribution/Aggregation Switches*** (hereinafter called "the CONTRACT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a Advance guarantee in the sum of PKR _____ / PAK RUPEE _____ *(the amount equal to **10%** of the total CONTRACT Price)* is to be made against the Advance obligations of the Supplier.

We *[name of Bank]* hereby irrevocably, unconditionally and continuingly guarantee without recourse to the Client, and undertake to pay to the Client any sum or sums not exceeding in total an amount of PKR _____ / PAK RUPEE _____ only) *(the amount equal to 10% of the total CONTRACT Price)* upon receipt by us of Client's first demand in writing accompanied by a written statement stating that "the Supplier" is in breach of their obligations under the CONTRACT.

This guarantee shall be released after completion of warranty period and on issuance of satisfactory performance certificate from two ICT officers one of which should be the responsible Officer and the other should be officer in charge.

_____*[signature(s)]*

Endorsed and guaranteed by Commercial Bank in Pakistan

[Bank Stamp & Signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local bank in Pakistan with a credit rating of at least AA+.

The expiry date of this guarantee will be till the completion of warranty period and on issuance of satisfactory performance certificate from two ICT officers one of which should be the responsible Officer and the other should be officer in charge.

Draft Agreement:

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

This Supply & Service Agreement (the “Agreement”) is made on this day _____ 2022;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as “**Client**” which expression shall where the context admits include its administrators and assigns) of the One Part

And

M/s_____

through Mr.....

bearing CNIC.....

having registered place of business at.....

(hereinafter referred to as “**the Supplier**,” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Agreement requires).

WHEREAS;

- A. Client is desirous of procuring & installation of 48 x Optical ports supporting 1G/10G speed with Min of 4x40G uplink ports having 10G dual rate support with redundant AC power supplies and Fans (**hereinafter referred to as Distribution/Aggregation Switches**) for its HQs Building at F-5/1, Islamabad and have them **delivered/supplied and installed and subsequently maintained** by the Supplier in accordance with the terms of this Agreement;
- B. The Supplier is a _____ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment including but not limited to integrated security technologies, and has agreed to **supply, deliver, install/configure and thereafter provide maintenance services (hereinafter referred as Services)** of Distribution/Aggregation Switches at Client HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Supplier represent that;

- i. It has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan and;
- ii It has the requisite expertise and resources to provide top quality Distribution/Aggregation Switches as per Annex-D/Bill of Quantity ("BoQ") of Bid document, to the Client in accordance with highest industry standards and satisfaction of the Client. The Supplier undertakes that the Services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.

D. Upon the basis of the representations and warranties of the Supplier contained herein, the Client wishes to appoint the Supplier to Supply and provide the Services at HQ Building premises under this Agreement;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Supplier hereby agree as follows:

1. Scope of Agreement

Subject to the terms and conditions of this Agreement the Supplier agrees to provide Services as per requirements prescribed under **Bidding Documents and its attached Annexure-A, B, C, D**;

2. Agreement Documents

The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Bidding documents along with its Annexures
- c) Bill of Quantity (BoQ)
- d) Special Stipulations (if any).
- e) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Contractor at the signing of the Contract.
- f) Bid security/ Performance Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Bid security.
- j) Any Correspondence by the Clients/Supplier mutually accepted by the Client and the Contractor.

3. Term

3.1 Upon signing of this Agreement, the Supplier shall be obligated to deliver the Distribution/Aggregation Switches within sixteen (16) weeks. After the delivery of the Distribution/Aggregation Switches, the required deployment shall be completed within four (04) weeks.

3.2 However, in case of any unavoidable/unforeseen delay (i.e. Force Majeure) incurred either by the Supplier or the Client, necessary timeline extension would be agreed mutually between both parties, however, it has to be communicated to each other during the occurrence of Force Majeure as per clause 11.

4. Termination

4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement

- a. Without advance notice, in case the Supplier is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services.
- b. Without cause, by giving three (03) days advance written notice to the Supplier.
- c. If the Distribution/Aggregation Switches and Services do not meet the specifications, terms & conditions mentioned in the **Annexure-A, B, C, D of Bidding documents**.

4.2 In case of such termination, the Supplier shall not be paid for any Services actually rendered up to the date of termination and any advance payment by the Client in respect of the Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Supplier, to the Client. The Client, shall not, because of expiration or termination of this Agreement, be liable to the Supplier for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenses/expenditures or commitments incurred in connection with the business of the Supplier.

5. Deliverables

The Distribution/Aggregation Switches and Services should be of best quality and as per technical specifications mentioned in the Annexure C and D of Bidding documents.

6. Charges

6.1 In consideration of rendition of Services, all amounts paid to the Supplier are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of Services.

6.2 All payments to be made by the Client to the Supplier shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier.

7. Invoice

7.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure-D** of Bidding document.

- 7.2 The Supplier shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Building.
- 7.3 The Supplier undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and installation Services.
- 7.4 The Supplier and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Supplier, its staff/employees to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by the Client at its sole discretion.

8. Confidentiality

The Supplier, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Supplier and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

9. Indemnification

The Supplier shall indemnify and hold harmless the Client, its Chairman, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Supplier or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

10. Resolution of Disputes

- 10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (ICT). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

10.2 No All variations amendments and in or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

11. Force Majeure Event

11.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

11.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

11.3 The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

11.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

12. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

13. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Amendment

All addition amendments and variations to this Agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

16. INTEGRITY PACT

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

17. Assignment

This Agreement may not be assigned by either party to other than by mutual Agreement between the Parties in writing.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of Supplier

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witnesses

1. _____

2. _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____