



Pakistan Telecommunication Authority

Telecom Regulator

PTA Headquarters, F-5/1, Islamabad.

[http:// www.pta.gov.pk](http://www.pta.gov.pk)



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

Invitation to Bid for Provision & Installation of Local Area Network at PTA HQs, Islamabad

Pakistan Telecommunication Authority, Government organization invites sealed bids from Company/Firm, registered with Income Tax/ Sales Tax Departments and who are on ATL of FBR and having Provision & Installation of Local Area Network at PTA HQs, Islamabad.

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, performance guarantee etc. are available at the office of undersigned. Price of the bidding documents is Rs. 500/- (non-refundable cash /pay order in favour 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 PTA HQs, F-5/1, Islamabad on or before 7th December, 2021 by 11:00 AM. Technical bids will be opened the same day at 11:30 AM. This advertisement is also available on PTA & PPRA website at www.ppra.org.pk.

**Sikandar Abbas
Deputy Director (ICT)**

PTA HQs, F-5/1, Islamabad.
Ph.: 051-9213088, Fax: 051-9225368

13x2

“Bidding Document for Provision & Installation of Local Area Network at PTA HQs, Islamabad”

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PAKISTAN TELECOMUNICATION AUTHORITY

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General Instructions

1. Pakistan Telecommunication Authority (PTA) intends to hire the services of a well reputed firm/Company with expertise in LAN Infrastructure deployments for **Provision & Installation of Local Area Network at PTA HQs, Islamabad.**
2. Bidding shall be conducted through Single Stage Two Envelope Bidding Procedure under Rule 36(b) of PP Rules 2004. Salient features of single stage – two envelop procedure are enumerated below: -
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelops shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of PTA without being opened;
 - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those bidders will be opened and evaluated who will meet all the mandatory requirements as well as qualify the technical evaluation.
 - h. The financial proposals of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders; and
 - j. The financial bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the bidders qualified in the technical evaluation will become at par and the bidder who has quoted the lowest financial bid i.e.; most advantageous bid, will be awarded contract.
 - k. If two bidders quoted equal financial bids then the bidder who has secured more marks in the technical evaluation will be awarded the contract.
3. Bidding documents and BOQ, may be collected from the address mentioned in this invitation for Bids (IFB) by submitting pay order amounting to Rs. 500/- in favour of Pakistan Telecom Authority. The same can also be downloaded from PTA and PPRA web-site Free of Cost.
4. The bids shall reach at the address mentioned in Bid Notice on or before **7th December, 2021** by 11:00 AM. The bids shall be opened on the same date at 11: 30 AM by the committee in

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- the presence of representative of the bidders in Head Quarter, Pakistan Telecommunication Authority, Islamabad. Bid submitted after due date & time shall not be entertained.
5. Site inspections/survey will be allowed. It is mandatory that Potential bidder shall visit the sites between **23rd November 2021** till **26th November 2021**, from 1400 hrs 1700 hrs, for evaluation of the nodes and possible paths and requirements for the work. **Bidders not conducting site inspection before submission of their proposal shall not be eligible to participate in bidding process.**
 6. Potential bidder must contact the below mentioned focal person for site visit **at least one (01) working day in advance**. The bidder will make sure that attendance for site visit has been recorded with PTA ICT directorate.
 7. A pre bid meeting will be held on **29th November 2021 (if required)**, at the address given in the Bid Notice.
 8. Bidder will submit the approach methodology for the delivery of project/solution in the Technical Proposal (as per survey of the site and PTA requirement).
 9. Successful bidders will have to deliver, install, configure and test the Hardware/allied equipment/connectivity and perform civil work at/for respective delivery stations/nodes along with provision of drawings/LLD/HLD.
 10. Bidders will be required to submit bid security of **PKR. 300,000/-** in the shape of pay order or demand draft in favour of PTA along with Technical Bid. Technical Bids without bid security shall be rejected forthwith.
 11. Bid Security of successful bidder will be converted into performance guarantee. Bid Security of un-successful bidder will be returned on issuance of Work Order by PTA.
 12. Tax will be deducted at source as per GOP rules.
 13. Bidder should be registered with income tax and sales tax department and on Active Tax Payer List of FBR for income tax and sales tax. Bidder shall also provide copy of valid NTN and GST certificate.
 14. Safety of its workers from injury will be responsibility of the contractor.
 15. The successful bidder will be required to enter into a formal contract Agreement on Rs. 100 non- judicial stamp paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
 16. The contractor will commence work as per agreement between both parties.
 17. Each page of the documents should have sign and stamp of the bidder.
 18. In case of any dispute or conflict between Contractor and PTA, prior to award of agreement the case will be referred to Supervisory Committee whose decision will be final. However, the contractor will have the right to appeal to Chairman PTA.
 19. Incomplete tender/bids will be rejected forthwith.
 20. PTA, the client, reserves the right to increase or decrease the number of items.
 21. PTA reserves the right to accept or reject the bid as per PPRA rules.

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22. Interested bidders may forward their Technical & Financial Proposals as per above instructions along with Financial Bid Performa (**Annex-B**) to the undersigned.

(Sikandar Abbas)

Dy. Director ICT

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PTA HQs, F-5/1, Islamabad.

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Scope of Work (SOW)

- The intent of this Invitation to Bid (ITB) is to Supply, installation, testing and commissioning of the following items of the work (unless specifically stated otherwise), including all materials, Civil work, labour, tools and accessories, etc. required for proper completion of each item along with provision of specifications and drawings.
- Installation of RJ-45 (8P8C) Internet outlets (Single and dual I/O) at PTA designated points, including all accessories, PVC boxes etc. as approved & required with proper labelling's.
- Installation of Ducts (preferred galvanized and powdered steel ducts)
- Perform civil work, where required, to lay ducts and make sure the structure of the building/floor is not damaged and kept in original form.
- Installation of Network Cabinets along with PDU at each floor at PTA designated places on each floor and data centre, along with allied electrical wiring and power points as required by PTA.
- Laying Electrical wiring and power points for existing Network Cabinets, As and where required by PTA.
- Installation of Patch panel in Network Cabinets as per PTA requirements.
- Installation of Cable manager in Network Cabinets as per PTA requirements.
- Laying and connecting UTP CAT6 cable from I/O points to Patch Panels with proper labelling's at both ends.
- Laying and connecting UTP CAT6 RJ-45 Patch Cords from Patch Panel to PTA Network Switches on each respective floor with proper labelling's.
- Laying and connecting UTP CAT6 RJ-45 Patch Cords from I/O points to respective host/system/node.
- Installation of FIBER ODF loaded 12 ports at each floor and Data centre.
- Laying of 12 Core water & weather proof SM Corning fibre cable with splicing from PTA Data Centre to Distribution switches at each floor
- Laying and connecting Fiber Patch (Duplex Multi Mode) Cords 5 Meter from ODF to each respective PTA Data Switches at each floor.
- Contractor will provide HLD/LLD made in AutoCAD in soft and hard form
- Interim Payments will be made for each floor upon completion, testing and issuance of satisfactory report from PTA Admin and ICT Directorates against respective floor.
- The contractor will be responsible for submission of timelines/Schedule of completion of each floor and the payment will be made to the contractor accordingly as per Serial 21 and 31 of Special Stipulation of this document.

Project Milestones and Schedule for each floor of the building:

Contractor shall submit a proposed schedule in writing to Project Manager, including all of the Project Milestones specified below and the Schedule Requirements specified in the Scope of Work. Contractor shall complete all work according to any Schedule Requirements specified in the Scope of Work.

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If awarded, proposed schedule of successful Contractor shall become the Schedule, however the timeline may not exceed 180 days as per Sr # 18 of Special Stipulation. Contractor shall adhere strictly to the Schedule and convey any proposed adjustments to the Schedule as a Transmittal to Owner Project Manager, and shall include adjustment to all of Milestones specified below. Written approval from Director (ICT) must be obtained by Contractor prior to change of Schedule. If written approval from Owner Project Manager is not obtained by Contractor, then the Schedule remains unchanged and Contractor is obligated to perform according to Schedule.

1. Materials Delivery Date (if different from the start date)
2. Start Date
3. Start Date of Network Cabinet Installation along with allied electrical wiring and power point.
4. Completion Date of Network Cabinet Installation along with allied electrical wiring and power points.
5. Start Date of Path and I/O Installation (incl. core drilling, conduit, cable tray installation).
6. Completion Date of Path and I/O Installation.
7. Completion Date of Cable Pulling and Rough-in.
8. Fiber-Optic Testing and Labelling Date
9. Completion Date of UTP Category 6 Cable Installation and connecting to respective elements/nodes.
10. Completion Date of Fiber-Optic Cable Installation along with splicing and connecting to respective element/nodes.
11. Documentation Delivery Date
12. Phase Completion Date

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<u>SPECIAL STIPULATIONS</u>		
1.	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:	
2.	Bids will be evaluated on the lump sum basis as a whole price of the work i.e.; lowest bid shall be accepted and awarded the contract	
3.	The pricing and evaluation will be considered on the item rates. Final Payment shall be made by measuring actual quantities on itemised basis.	
4.	Bidders should quote in financial bid figures as well as in words in Pakistani rupees.	
5.	No claim on Escalation during the currency of Contract will be entertained.	
6.	Arbitration	In case of any dispute or conflict between Contractor and PTA, the relevant contract clauses will be invoked.
7.	Since the work is evaluated and billing will be done on running rates. Therefore in case of increase in quantities more than 15%, the prior approval of PTA Authority must be obtained by the bidder through Director (ICT) otherwise no claim will be entertained on excess quantities.	
8.	PTA has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.	
9.	Amount of Bid Security	PKR 300,000/-.
10.	Form of Bid Security	Either a pay order or bank draft from scheduled bank in favour of PTA.
11.	Bid Security	Bid Security of successful Bidder will be retained as part of performance guarantee. Bid Security of unsuccessful Bidder will be returned on issuing of Work Order to successful bidder.
12.	Performance Guarantee	Performance Guarantee is limited to 10% of the contract value, bid security will be adjusted in Performance guarantee. Balance amount of Performance Guarantee shall be deposited in form of pay order or bank draft from scheduled bank in favour of PTA at the time of signing of contract.
13.	Release of Performance Guarantee	Performance Guarantee will be released after expiry of defect liability period i.e. 12 month(s) of completion of work subject to no complaint from Deputy Director / Director ICT

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<u>SPECIAL STIPULATIONS</u>		
14.	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fails to do so, PTA will get the job/work done from open market and the amount will be deducted from the performance guarantee.
15.	Time of commencement of work	Within 15 calendar days after Signing of Contract.
16.	Time of completion of work	180 calendar days from the commencement of work.
17.	Relaxation of rainy days	Not Applicable
18.	Imposition of Penalty for non-completion of the work within stipulated time	0.1% of the contract price per day up to 30 days after which 0.2 % of the contract price per day limited to the amount submitted for performance guarantee will be charged to the contractor. If the bidder failed to deliver complete the work even after exhausting above mentioned time, the case will be referred to Supervisory Committee. If Committee decide to terminate the contract, the performance guarantee will be forfeited and blacklist process may be initiated against the contractor.
19.	Cancellation of Work Order	If the work by contractor has not started within 15 days after signing of contract penalty of PKR 150,000 per week will be imposed maximum up to 2 weeks After expiry of two weeks, the work order shall stand cancelled and shall be awarded to 2 nd lowest bidder as per PPRA Guidelines after seeking approval of PTA Authority, the penalty amount will be adjusted from the bid security.
20.	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
21.	Interim Payment certificate /RAR/Running bills	Not below the amount of Rs. 1.0 Million subject to approval of the Competent Authority and on the recommendations and issuance of satisfactory report by Admin and ICT directorates as mentioned in Scope of Work.

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<u>SPECIAL STIPULATIONS</u>		
22.	Mobilization Advance	No mobilization Advance will be paid for the said work
23.	The bidder will Propose Methodology, Approach and Implementation Plan in Technical Proposal	
24.	Incomplete tender/bids will be rejected forthwith.	
25.	Contractor will work under the technical guidance and supervision of PTA ICT /Admin Directorate	
26.	All material/equipment will be inspected by the PTA Admin/ICT directorate before starting the deployment. After Deployment of each floor contractor will obtain satisfactory report from PTA Admin and ICT directorates. Contractor will submit the HLD (High level design) before starting the deployment and will submit the LLD (low level document) after issuance of satisfactory report.	
27.	Income Tax & GST will be deducted as per GOP rules.	
28.	Provision of NTN & GST whatsoever is applicable is mandatory.	
29.	Bill should clearly indicate the NTN & GST Registration Number.	
30.	An agreement will be done between the client and contractor on non-judicial paper of worth Rs. 100/-.	
31.	Full or Interim Payments will be made after verification of work on submission of bill(s) duly accompanied with Measurement Sheets and after getting approval from the Competent Authority.	
32.	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
33.	Bid Should be valid for 120 days from the date of Technical bid opening.	
34.	Bids should be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
35.	Each page of bid/document should be signed and stamped by the bidder.	
36.	Bids rates or amounts should be inclusive of sales tax payable to Government of Pakistan and no subsequent claims in this regard shall be entertained by PTA.	
37.	The contractor rate shall include all incidental charges in connection with work.	

Mandatory Criteria

Bidders must meet all of the following mandatory requirements and provide supporting documentary evidence to qualify for financial bids evaluation. Bidders falling to provide any of the following or non-provision of documentary evidence will be disqualified and their financial bid will be returned un-opened.

- i. Bidder should be registered with income tax and sales tax department (status active/operative).
- ii. Bidder should be on Active Tax payer list of FBR / Provincial Revenue Authority.
- iii. Bidder shall submit bid security equal to PKR. 300,000/- along with technical bid.
- iv. Submission of affidavit on non-judicial stamp paper that the bidder is not blacklisted by any Govt./Semi Govt. departments.
- v. Minimum Experience of one (1) year of works of similar nature.
- vi. Bidder has visited site and conducted the detail survey on the date specified in bidding document for preparation of technical proposal.

Note: It is mandatory to provide supporting documentary evidence for above mentioned mandatory requirements except for S# vi.

Technical Evaluation Criteria of the Design

<u>Sr. No</u>	<u>Criteria</u>	<u>Max Marks</u>
<u>i</u>	<u>Specific Experience of Similar Nature</u> 5 marks will be given for each Successful work (Provide Contract Document & completion certificate)	<u>20</u>
<u>ii</u>	<u>Layout Design and Drawings</u> a. Excellent Design 20 Marks b. V Good Design 15 c. Good 10 d. Satisfactory 05 e. Poor 0	<u>20</u>
<u>iii</u>	<u>Work Approach and Methodology</u> a. Understanding of Objectives 5 Marks b. Modular and Structured approach 3 Marks c. Innovativeness 2 Marks	<u>10</u>
<u>iv</u>	<u>Certification of Supervisory Technical Staff</u>	<u>10</u>

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<u>Sr. No</u>	<u>Criteria</u>	<u>Max Marks</u>
	Relevant certification 5 Marks per Certification (Please attach Certifications)	
<u>v</u>	<u>Experience of Relevant Technical Staff deputed on the work</u> 2.5 Marks per relevant technical resource having minimum of 3 years of relevant experience (please attached CVs)	<u>10</u>
<u>vi</u>	<u>Office in RWP / Islamabad</u>	<u>10</u>
<u>TOTAL</u>		<u>80</u>

Note:

- i. Technical proposal shall cover all aspects in details i.e. layout plan, Schedule for work completion etc.
- ii. Only those bidders will be qualified who will meet the mandatory requirements and secure 70 % passing marks i.e. 56 out of 80 in the technical evaluation.
- iii. Financial bids of the qualified bidders will be opened at the date which will be communicated later after announcement of technical evaluation report.
- iv. The work will be awarded to the most advantageous bid i.e.; lowest quoted bid of the qualified bidder.

Annex- B/1

Bid for Works

I/ We _____ hereby tender for the execution for the PTA of the work specified in the underwritten memorandum with in the time specified in such memorandum and in accordance in all respects with the specifications, designs, and instructions in writing and with such materials provided for, by and in all others respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) Name of Work
- b) Bid Security Rs.
- c) Performance Guarantee (Including Bid Security) is 10 % of the contract amount and will be deposited in form of pay order or bank draft from scheduled bank in favour of PTA by the contractor/ successful bidder.
- d) Time allowed for completion of work from the date of commencement of work as specified in written order

Should this tender be accepted: I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of the contract hereby so far as applicable, or in default thereof to forfeit and pay the PTA or its successor in office the sums of money mentioned in the said conditions.

A deposit at call drawn at _____ bearing number _____ for the sum of Rs. _____ (in words _____)

_____) is herewith forwarded as Bid Security, a full value of which is to be absolutely forfeited to PTA or its successors in office should I/We withdraw my/our bid within _____(_____) days from the date for which period the %age rates offered by me(us) in this should remain valid or should I/We fail to commence the work specified above in the above memorandum.

Contractor's Signature and Stamp
(along with date)

Witness

(Name in full Letters).....

CNIC no.

Address.....

BOQ for Up-gradation of Local Area Network Infrastructure PTA HQ building,
Islamabad



**PAKISTAN TELE COMMUNICATION
AUTHORITY
HQs, F-5/1, ISLAMABAD**

Sr #	Description	Unit	Qty	Rate	Amount
	Supply, installation, testing and commissioning of the following items of the work (unless specifically stated otherwise), including all materials, Civil work, labor, tools and accessories, etc. required for proper completion of each item along with provision of specifications and drawings.				
	Civil Work, WIRIING & CONFIGURATION				
1.	Cabling RJ- 45 (8P8C) Internet outlets from Patch Panels in Data Racks at each Floor to each floors respective Data Socket for network hosts points, Biometric Points and CCTV Camera points with UTP Cat6 or higher Ethernet cable in different rooms/areas along with PVC conduits, Flexible Pipe/ducts or steel duct including all accessories, in floor/walls/slabs as required. Separate conduits for Internet outlets/cables. The quantity can be decreased or increased as per requirement.	Point	420		
2.	Laying and connecting 1 Meter RJ-45 Patch Cords from Patch Panel to Network Switch The quantity can be decreased or increased as per requirement.	Units	406		

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3.	Laying and connecting 3 Meter RJ-45 Patch Cords from Data Sockets to respective host system The quantity can be decreased or increased as per requirement.	Units	406		
4.	Laying of 12 Core water & weather proof SM Corning fiber cable with splicing from PTA Data Center to Distribution switches at each floor The quantity can be decreased or increased as per requirement.	Mtr	700		
EQUIPMENT & ACCESSORIES					
5.	Data Socket Fittings (Dual I/O) including all accessories, PVC boxes etc. as approved & required. The quantity can be decreased or increased as per requirement.	units	380		
6.	Data Socket Fittings (Single I/O) including all accessories, PVC boxes etc. as approved & required. The quantity can be decreased or increased as per requirement.	Units	40		
7.	Installation of FIBER ODF loaded 12 ports	Units	11		
8.	Installation of Cable Manager	Units	17		
9.	Installation of Network Cabinets with PDU (06U) along with allied electrical wiring and power points.	Units	1		
10.	Installation of Network Cabinets with PDU (09U) along with allied electrical wiring and power points.	Units	1		
11.	Installation of Network Cabinets with PDU (12U) along with allied electrical wiring and power points.	Units	2		
12.	Installation of 24 ports Patch Panel with RJ-45 Frame and I/O	Units	36		
13.	Installation of 12 ports Patch Panel with RJ-45 Frame and I/O	Units	2		
14.	Fiber Patch (Duplex Multi Mode) Cords 5 Meter for connecting ODF to Data Switches at each floor	Units	20		
Total					-

Total Amount In
Words

Note: Bid should be inclusive of all applicable taxes and the same will be deducted at source as per prevailing Government Rules/Laws. All the associate Civil work of bringing the building into original shape shall be responsibility of the contractor.

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BOQ IT RECOMMENDED/APPROVED MANUFACTURERS & SUPPLIERS		
S. No.	Equipment/Material	Brand
1	UTP CAT-6 Cable	3M, Clipsal, Molex or Equivalent
2	UTP Cat-6 I/O	3M, Clipsal, Dintek, Molex or Equivalent
3	Face Plate I/O	3M, Clipsal, Dintek, Molex or Equivalent
4	Face Plate Back Box	3M, Clipsal, Dintek, Molex or Equivalent
5	UTP Cat-6 Patch Cord 3 & 1 Meter	3M, Clipsal, Molex or Equivalent
6	Cable Manager	3M, Clipsal, Dintek or Equivalent
7	FIBER PATCH CORD 3 METER	Corning or Equivalent
8	Fiber cable 12 Core SM Corning (Meter)	Corning or Equivalent
9	Fully loaded Patch Panel	3M, Clipsal, Dintek or Equivalent
10	FIBER ODF	OEM Manufactured
11	Network Cabinet	Toten, HP or Equivalent
12	Network cabinet Power Data Unit (PDU)	APC or Equivalent
13	Electric Wiring	Pakistan Cables or Equivalent
14	Flexible PVC	Adam jee or Equivalent
15	PVC Duct	Adam jee or Equivalent
16	RJ 45 Connectors	3M, Molex, Clipsal or Equivalent
17	Steel Trays Indoor	Cable tray powder coated 18 swg
18	Steel Trays Open	Galvanized Cable tray powder coated 18 swg
19	Spiral	3M, Molex or Equivalent

AGREEMENT

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

THIS Supply and Service Agreement (the "Agreement") for is made on this day _____ of 2021;

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 "**Contractor**" 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 for **Provision/Supply & Installation, testing and commissioning of Local Area Network (hereinafter referred to as the 'Services & Equipment') at Client's HQs, building Islamabad.**
- B. The Contractor is a _____ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment and has agreed to provide the Services at Client's HQs building Islamabad.
- C. The Contractor represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite to the Client Services & Equipment as per Annexure B/2 (BoQ) of Bid documents and in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services & Equipment shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
 - C. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the **Services & Equipment under this Agreement at Client's HQs building Islamabad ;**

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 the Contractor hereby agree as follows:

1. Scope of Agreement

Subject to the terms and conditions of this Agreement the Contractor agrees to provide **Services & Equipment** as per prescribed requirements of Scope of Work (SOW) mentioned under Bid documents and at Annexure B/2 (BoQ).

2. Agreement Documents

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

- a) Invitation to bid
- b) Bidding documents along with all its Annexure(s)
- c) General Instructions of Tender document / Special Stipulations.
- d) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the Contractor at the signing of the Contract.
- e) Bid security/ Performance Guarantee
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the Services.

3. Term

- 3.1 Upon signing of this Agreement the Contractor shall be obligated to start/provide Services & Equipment as per SOW and BoQ within fifteen **(15) days** and complete it within One hundred and eighty **(180) calendar days**. In case of failure, Client will be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.
- 3.2 However, in case of any unavoidable/unforeseen delay (i.e. Force Majeure) incurred either by the Contractor 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 Client shall be exclusively entitled to terminate this Agreement;
- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services & Equipment or quality of material being provided by Contractor;
 - b. Without cause, by giving three (03) days advance written notice to the Contractor.
 - c. If the **Services & Equipment** do not meet the specifications, terms & conditions mentioned in the bidding documents.

- d. In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment by the Client in respect of Services & Equipment not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor to the Client within seven (07) days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

5. Deliverables

5.1 The Services & Equipment should be of best quality and as per the SOW and specifications mentioned in the BOQ (Annexure B/2) of the bidding documents.

6. Charges

6.1 In consideration of rendition of the **Services & Equipment** by Contractor the Client shall pay the Contractor, charges as specified in **Annexure-B of Bid document** and to the complete satisfaction of the Client.

6.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of Services and Equipment by the Contractor.

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

6.4 Payments as per the special stipulations of bidding document will made on the request by the contractor.

7. Invoice

7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in **Annexure-B** hereto and be verified by the authorised representative of the Client.

7.2 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/vendors who shall be deputed for the Services & Equipment Supply at the Client's location.

8. Confidentiality

The Contractor, its/his staff, worker(s), 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 Contractor 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 Contractor shall indemnify and hold harmless the Client, its Chairman, Member(s) , 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 Contractor 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) Supervisory Committee 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). (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.

11. Force Majeure Event

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.

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.

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 Party 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.

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

16. Assignment

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

17. INTEGRITY PACT

17.1 The Contractor 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.

17.2 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.

17.3 The contractor 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.

17.4 The contractor 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.

Pakistan Telecommunication Authority

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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP

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: Contractor

By : _____
Name: _____
Title : _____
Signature : _____
Date : _____

By: _____
Title : _____
Name : _____
Signature : _____
Date : _____

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____