



Government of Pakistan  
PAKISTAN TELECOMMUNICATION AUTHORITY  
[www.pta.gov.pk](http://www.pta.gov.pk)

## INVITATION TO BID

### **FOR PROVISIONING OF REDUNDANT INTERNET CONNECTIVITY AT PTA HQS F-5/1 AND F-6 OFFICE ISLAMABAD ALONG WITH THE WAN MANAGEMENT SOLUTION**

Pakistan Telecommunication Authority (PTA), telecom regulator, invites sealed bids from Internet Service Providers (ISPs) having valid license from PTA and 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 Redundant Internet Connectivity at PTA HQs F-5/1 and F-6 Office Islamabad along with the WAN Management Solution.

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. Bidding documents can also be downloaded from [www.pta.gov.pk](http://www.pta.gov.pk) free of cost. Whereas price of the hard copy of bidding documents is Rs. 500/- (Non refundable in favour of PTA, in shape of bank draft / pay order only).

Bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Headquarters F-5/1, Islamabad on or before **17<sup>th</sup> September, 2020** up to **11:00 am**. Technical Bids will be opened on the same day at **11:30 am**. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)

**Muhammad Salman Zafar**  
Director (ICT)

Pakistan Telecom Authority, HQs F-5/1, Islamabad  
Phone: 051-2878125 Fax: 051-9225368  
Email: [salmanzafar@pta.gov.pk](mailto:salmanzafar@pta.gov.pk)

SAV NO TO CORRUPTION





*Government of Pakistan*

**PAKISTAN TELECOMMUNICATION AUTHORITY**

**HEADQUARTERS F-5/1, ISLAMABAD.**

<https://www.pta.gov.pk>

## **BIDDING DOCUMENT**

### **Title of Services:**

**Provisioning of Redundant Internet Connectivity at  
PTA HQs F-5/1 and F-6 Office Islamabad along with  
the WAN Management Solution**

## **REQUEST FOR PROPOSALS**

Pakistan Telecommunication Authority intends to hire services of vendor for provisioning of Internet services and Managed WAN connectivity service at PTA Headquarters F-5/1 Islamabad and a dedicated connection to its camp office F-6/, **through PTA's valid license holder only**. 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**

#### **1. GENERAL INFORMATION**

- a. Bidding documents duly completed in all respects, will be received on or before 17<sup>th</sup> September, 2020 up to 11:00 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 11:30 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 envelopes 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 Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- d. Bidder shall quote prices for Internet bandwidth including rental value of any hardware involved in provision of service.
- 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 Bidder's focal persons (Annex-E)
- vi. The successful bidder shall be asked to execute the Non-Disclosure Agreement as per (Annex - F)
- vii. Financial Proposal for detailed requirement provision of Internet service at PTA Headquarters F-5/1 (Annex-G). Bidder should quote its rates for per Mbps Internet bandwidth, 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 at least 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, based on Annex-G
- 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. BID SECURITY**

- a. Bid Security in the shape of pay order / bank draft in favor 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% Bid Security must be attached with Technical Bid.
- b. FINANCIAL BID not accompanied with Bid Security will be rejected without any right of appeal.
- c. Bid Security of successful bidder will be retained, till successful start of above-mentioned services, whereas Bid Security 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 Bid Security shall be forfeited in favor of Pakistan Telecommunication Authority.

#### **5. PRICES**

- a. The bidder should quote its rates (including any hardware cost on monthly rental basis) clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-G
- 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 applicable taxes.
- 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 Director (ICT) (at the time of 1<sup>st</sup> payment only).
- c. Payment shall be made after deduction of applicable taxes as per government rules and applicable penalty, if any.

## **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 provided equipment shall be running in High Available mode to avoid any single point of failure and the equipment should have at least 8 X 1G copper, 4 X 1G SFP ports and 2 X 10G SFP + ports for PTA Head Quarter and with all mentioned quantity of optics provided.
- c. The equipment should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt.

## **8. NETWORK SECURITY and PRIVACY**

- a. Network DDoS attacks (Volumetric DDOS attack) protection should be the responsibility of the service provider and certificate should be attached for the blockage of such type of threats.
- b. The service provider shall ensure encrypted accessibility of PTA secure connectivity.
- c. The service provider shall not in any form should collect customer login credentials including usernames, passwords etc and the ISP shall not distribute any customer information for purpose like advertisement, domain parking or for providing the information to search engines. The service provider shall not track corporate users' activity for any purpose.

## **9. REDUNDANT NETWORK CONNECTIVITY ARCHITECTURE**

- a. In case of down time at primary link with provider the connection should transfer seamlessly automatically (auto fail over) to redundant connection without customer intervention.
- b. The customer shall also be able to monitor and service provider shall provide the means to the customer where the customer must be able to choose primary or secondary.
- c. The architecture shall be able to readily integrate any network devices like load balancers, firewalls and WAN optimizers.

**10. DELIVERABLE TIME**

- a. Successful service provider shall ensure deployment of secure desired redundant internet 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.

**11. PUBLIC IP ADDRESSES.**

- a. Requirement for public IP addresses for each sub-link at PTA HQ is (qty = 30) in a subnet of /27 for IP v4, and corresponding unicast routable IPv6 (Qty =48) IP addresses, whereas these allocated IP addresses shall become the property of PTA.

**12. 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. Relevant experience is less than ten years
- c. Financial bid is submitted without the required Bid Security.
- d. Bids are received after specified date and time.
- e. Specification and other requirements are not properly adhered to or different from those given in the tender documents.
- f. GST and NTN certificates are not attached.
- g. Office/Service center is not in Islamabad/Rawalpindi.
- h. Bidder is not on Active Taxpayer List of FBR

**13. AFFIDAVIT**

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

#### **14. 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:**

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

## Technical Evaluation Part-A

## Annex-A

Mandatory Requirements	
1	Service provider has to produce Sales Tax and Income Tax Registration.
2	Service provider has valid license from PTA for provision relevant services
3	Minimum ten (10) years of relevant experience.
4	Presence at Islamabad/ Rawalpindi
5	Bidder should be in Active Taxpayer list of FBR.
6	The bidder should not have been blacklisted by any of the Provincial / Federal Government or organizations of the State / Federal Government in Pakistan (Undertaking on judicial paper to be provided)
7	The bidder must submit Annual Audited Accounts Report for the last 03 Financial years
8	Escalation Matrix to be defined for support (Matrix to be provided in Annex-E).
9	Certificate regarding deposit of 2% Bid Security attached with Technical Bid
10	Service provider should have complete Network DDOS attack blockage capabilities (Certificate has to be provided).

**\*All supporting Documents to be attached for Annex- A. Non-fulfilling of any of the mandatory requirements will result into disqualification of bid.**

# Technical Capabilities of Bidder Part-B

## Annex-B

Sr. #	Attributes	Max. Score	Points to be awarded	Criteria
1	Detail of Offices	10		Firm has sales and services offices at least at five cities outside Rawalpindi / Islamabad with proof of authorized service provider. Two (2) points for each city other than Rawalpindi / Islamabad.
2	Financial Strength of the Company as per mandatory requirement	5		Annual turnover as per Annual audited accounts for last three years: <ul style="list-style-type: none"> <li>• Turnover = 25 million or above: 05 marks</li> <li>• Turnover between 10 to 25 million: 02 marks</li> <li>• Turnover less than 10 million: Nil marks</li> </ul>
2	24 x 7 Customer support Mechanism	20		Firm has 24 x 7 support for PTA (via phone call, email, support ticket)
3	Quality of Service assurance	10		Detail of QoS standards (ISO Certificates) must be submitted
4	Total strength of relevant Technical Staff (List shall be attached with name, designation, qualification and related experience).	10	10	Firm has more than ten (10) relevant technical staff in Islamabad / Rawalpindi.
			7	Firm has more than five (5) and up to ten (10) relevant technical staff in Islamabad / Rawalpindi
			05	Firm has minimum five (5) relevant technical staff in Islamabad / Rawalpindi
5	Redundant long-haul and international cables	15	15	Firm must have redundant internet connectivity and should have two different backhauls
6	Firm Experience (minimum ten years' experience required)	10		Two (2) points will be given for each year of experience beyond ten years of mandatory experience
7	Projects completed of similar nature (documentary proof be provided i.e. copy of agreements/completion certificates etc.)	10		Two points will be awarded for each project of same nature on provision of work order/certificate.
8	Solution Presentation	10		Bidder have to provide detailed solution presentation for provision of redundant internet connectivity. The presentation should include/cover network design, security arrangements/mechanism, Quality of Service KPIs, Redundant connectivity solution etc
<b>Sub Total</b>		<b>100</b>		
<i>Minimum technical qualifying marks are 70% in above table whereas specifications of equipment i.e Annex "B" shall be compulsory.</i>				

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

**Selection of Service Provider for provisioning of Internet Service  
at PTA Headquarters F-5/1, Islamabad**

**Terms of Reference**

**1. Introduction**

Pakistan Telecommunication Authority intends to hire service of vendor for provisioning of Internet services and Managed WAN connectivity service at PTA Headquarters F-5/1 Islamabad and a dedicated connection to its camp office F-6/, **through PTA's valid license holder.**

**2. Background**

Pakistan Telecom Authority, established under Telecom Re-Organization Act 1996, is a progressive Government Organization dealing with telecom service providers in Pakistan. PTA desires to hire Internet services, at PTA Headquarters, F-5/1 Islamabad.

**3. Objectives**

PTA intends 150 **Mbps** Full Duplex CIR (clear pipe) unlimited Internet Bandwidth, at F-5/1 over redundant last mile media (Primary media should be Optical Fiber & Secondary media should be over Wireless media/Optical Fiber) for a period of three years extendable on same price automatically with mutual consent of both parties, depending on performance of service provider. PTA also intend managed WAN to its branch office at F6/4 with the HQ's with 10 Mbps on Fiber and 5 Mbps on Wireless point to point.

**4. Scope of Work**

- a. Provision of 150 Mbps full duplex CIR (clear pipe) unlimited Internet service at F-5/1 Islamabad with distribution of below mentioned links in Table 4.1 and 4.2, which can be enhanced with mutual consent and requirement of PTA. Specified links Bandwidth should be interchangeable on the basis of PTA Requirement.
- b. Managed WAN Connectivity between its branch office at F-6/4 and aggregation site at PTA Head Office, Islamabad which includes Last Mile Primary connectivity (Fiber Optic) and Secondary connectivity (Fiber Optic) on existing Firewalls.

- c. Primary link (please see all specifications with parameters in table A ) will be provided on Fiber and backup link with auto failover will be provided on Wireless P2P (please see all specifications with parameters in table B), at PTA Headquarters Islamabad.
- d. Smooth deployment of Network infrastructure
- e. Assurance of quality of service standards mentioned in SLA (Annex-F)

#### 4.1. Technical Specification for PTA HQ F5/1 (The acquired redundant internet connectivity will be consumed in the following listed manner)

Parameter and Specifications								
	Bandwidth (full duplex CIR (clear pipe) unlimited Internet service)	Media	CPE deployment	Connectivity	Remote Connectivity	Data Volume	IP Pool	Existing Setup Compatibility
Sub-Link – 1	80 Mbps	Fiber optic, Fiber must be in Buried and ring network	Ethernet Handoff as well as Fiber hand of provisioning	Point to Point	Fiber	Unlimited	Public IP pool of /29 for each sub-link, whitelisted pool and must compatible with existing setup to travel on publically. must be securely routed on internet service provider cloud	Specific IP pool should be white listed as Email services will also run on it
Sub-Link – 2	30 Mbps							
Sub-Link – 3	20 Mbps							
Sub-Link – 4	10 Mbps							

#### 4.1.1 Arrangement of Backup Internet Connectivity through Radio/ Redundant Optical Fiber

	Parameter and Specifications							
	Bandwidth (full duplex CIR (clear pipe) unlimited Internet service)	Media	CPE deployment	Connectivity	Remote Connectivity	Data Volume	IP Pool	Existing Setup Compatibility
Sub-Link – 1	80 Mbps	Fiber optic, Fiber must be in Buried and ring network	Ethernet Handoff as well as Fiber hand of provisioning	Point to Point	Fiber	Unlimited	Public IP pool of /29 for each sub-link, whitelisted pool and must compatible with existing setup to travel on publically. must be securely routed on internet service provider cloud	Specific IP pool should be white listed as Email services will also run on it
Sub-Link – 2	30 Mbps							
Sub-Link – 3	20 Mbps							
Sub-Link – 4	10 Mbps							

#### 4.2 Technical Specification for PTA HQ F5 to F-6 Office, Islamabad

A. Fiber Optic Link			
S#	Parameters	Specification	Compliance
1	Bandwidth	10 Mbps full duplex CIR (clear pipe) unlimited Internet service	
2	Media	Redundant Auto failover Fiber link from different rings (where PTA will not bear the cost of the auto failover router for	

		connection between F-5 and F-6 offices	
3	Technology	VPN MPLS(L3)	
4	CPE deployment	Ethernet Handoff as well as Fiber hand of provisioning	
5	Connectivity	Point to Point	
6	Remote Connectivity	Fiber	
7	Data Volume	Unlimited	
<b>B. Optical Fiber Redundant Link</b>			
1	Bandwidth	10 Mbps full duplex CIR (clear pipe) unlimited Internet service	
2	Media	Fiber optic, Fiber must be in Buried and ring network	
3	Technology	VPN MPLS(L3)	
4	CPE deployment	Ethernet Handoff as well as Fiber hand of provisioning	
5	Connectivity	Point to Point	
6	Remote Connectivity	Fiber	
7	Data Volume	Unlimited	

## 5. **Deliverables**

- a. Provision of CIR Internet service with unlimited data volume (clear pipe /without sharing) at PTA Headquarters, F-5/1, Islamabad.
- b. Installation of Fiber as primary and as backup, with auto failover routers at PTA Headquarters Islamabad
- 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.
- f. Installation, configuration for successful secure connectivity (MPLS VPN L3) between PTA HQ and F6 Branch office.
- g. Provisioning of pool free from any type of black listing and transfer of public IP pool of (ipv4 = /27) and routable ipv6 addresses (qty=48) to PTA on proprietary bases

**6. Payment Details**

- i. Cost of complete installation of the equipment, including cost of router, wireless equipment, 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***

***\_\_\_\_\_ 2020 BETWEEN***

This Service Agreement (the "Agreement") for provisioning of Internet services and Managed WAN connectivity service at PTA Headquarters F-5/1 Islamabad and a dedicated connection to its camp office F-6/, is made on this day \_\_\_\_\_ 2019;

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 "Client", which expression shall include its assigns and successors in interest of the Other Part).

**AND**

M/s \_\_\_\_\_ incorporated in Pakistan under the Companies Ordinance, 1984 and having its registered office at \_\_\_\_\_  
\_\_\_\_\_, (hereafter referred to as "Service Provider", which expression shall include wherever the term is expressed, its successors-in-interest and assigns of the One Part),

**WHEREAS**

- A. Client is desirous of procuring the services of the Service Provider for provisioning of Internet services and Managed WAN connectivity service.
- B. The Service Provider is a licensee of the Authority \_\_\_\_\_ (*details of incorporation*) represents to the Client that it has the relevant expertise to provide top quality of requisite works as per tender documents to the Client in accordance with highest industry standards and satisfaction of the Client. The Service Provider undertakes that the Services 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 Service Provider contained herein, the Client wishes to appoint the Service Provider to provide the for provisioning of Internet services and Managed WAN connectivity service

**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 hereby agree as follows:

assessed downwards depending on decrease in bandwidth charges with mutual consent of both parties.

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

Service Provider will provide the Internet Service on the agreed 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 at the customer's Headquarters F-5/1. In consideration of the charges to be paid by the customer the Service Provider hereby covenants to provide the Internet Service and remedy defects therein in conformity in all respect with the provision of this agreement.

**1. Scope of the Agreement**

**This Agreement shall be valid** for a **period of three years** extendable for a further term automatically with the written consent of the both the parties on the terms and conditions mutually agreed by them.

**1. Availability of services**

- a) Service Provider guarantees network availability, excluding downtime / scheduled maintenance of undersea cable like SMW-3 & 4 or scheduled maintenance declared by Pakistan Internet Exchange / Network Operations Centre, 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 Fibre and Wireless are down or degraded services) should be in accordance with clause 5 of Telecom Consumer Protection Regulations 2009

Following will be the standard penalties schedule **(as per clause 3(G) of Broadband Quality of Service Regulations 2014, issued by Pakistan Telecom Authority)** and the penalty will be imposed on the agreed monthly amount. The penalty on Internet bandwidth

downtime at H.Qs will be calculated as per the tariff attached at Annex-G (Rates quoted by successful bidder), 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</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-G on monthly basis, **after each preceding month of provided service**, on submission of invoice by the Service Provider after deduction of penalty , if any. Client agrees to pay all charges timely upon receipt of invoice by service provider for the effective term of this agreement .
- b. All fees and charges are required to be paid within 30 days of the invoice date.(This clause is valid only in case the services provided to PTA are satisfactory)

## **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 record keeping requirement.

#### **4. Bandwidth Enhancement**

Internet bandwidth can be enhanced with mutual consent of both parties, based on rates specified in Annex-G to this agreement however, the Client will not pay any additional hardware cost for bandwidth enhancement.

#### **5. Termination**

- a. 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.
- b. Either party will have right to terminate this agreement if:
  - i. the other party 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 affected 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)

## **6. Clients 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 endeavors 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 deemed appropriate, issued by Service Provider regarding the use of the Services.

## **7. Service Provider Responsibilities**

- a. Service Provider shall always protect the secrecy of the IDs /Passwords assigned to the Client **and** shall ensure that the same is not revealed or disclose in any manner whatsoever to any 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 / cyber-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 the provisions of Pakistan Telecommunication (Re-organization) Act, 1996, rules, regulations, policies issued thereunder.
- f. Allocated IP Addresses shall be transferred to PTA after termination/expiry of the contract and IP address shall be the fully owned by PTA/Client

## 8. **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.

## 9. **Security**

Service Provider is responsible for the Network security of the Clients 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.

**10. Conflict of Interest**

During the term of this Agreement, the Service Provider must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the customer/PTA. If the Authority reasonably believes such a conflict exists during the term of this Agreement, the Authority may ask the Service Provider to choose to discontinue the other work on immediate basis.

### **11. Customer Support**

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

### **12. Speed Access**

Service Provider shall provide 150 Mbps Full Duplex Internet Bandwidth at F-5/1 & F6 Islamabad. 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. Equipment**

Cost of all the equipment utilized for this infrastructure (including ONT, Wireless, Switch / router, firewall, pole / cable or any other device), 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 prompt replacement of all the faulty equipment without any additional cost to PTA.

### **15. Force Majeure**

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.12.3The 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.

**16. Applicable Law**

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

**17. Notice**

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**

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). (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.

. Pending final resolution of any claim, dispute or action arising under or related to this Contract, Consultant shall, if required by the Client, proceed diligently with the performance of this Contract. The execution of the Project shall not be suspended, held in abeyance or terminated unless the Client so directs.

**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: \_\_\_\_\_

Title\_\_\_\_\_

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

Date\_\_\_\_\_

Witness:\_\_\_\_\_

Witness:\_\_\_\_\_

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

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

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

Title\_\_\_\_\_

## Annex-E

FOCAL POINT OF PERSONS NOMINATED BY SERVICE PROVIDER, TO BE CONTACTED IN CASE OF DOWNTIME				
S. No.	Name	Designation	Phone No, Mobile No & Email	Address
1	First Level Contact			
2	Escalation Level 1			
3	Escalation Level 2			

**NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2020, 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** \_\_\_\_\_

<b>FINANCIAL PROPOSAL FOR INTRANET SERVICE FOR PTA</b>				
<b>Sr.#</b>	<b>Description</b>	<b>Monthly Bandwidth per Mbps</b>	<b>No. of Mbps</b>	<b>Total Monthly Charges (Rs)</b>
1	Monthly Charges of 140 Mbps CIR Bandwidth with unlimited volume Internet, at <b>PTA Headquarters F-5/1 Islamabad</b> . Primary <b>Fiber</b> and backup on <b>Redundant Optical Fiber</b> with <b>Auto failover</b> . (Including IP required addresses & hardware cost like routers/poles, <b>on rental basis, as part of monthly invoice</b> )		140	
2	Managed WAN redundant connectivity with its branch office at F-6/4.		10	

- Cost must be inclusive of all applicable taxes