



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

INVITATION TO BID FOR THE PROVISION OF EMAIL SOLUTION

Pakistan Telecom Authority, (a telecommunication regulator in Pakistan) invites sealed bids from the original manufacturers / distributors / suppliers/resellers/ Contractors/partners etc. having Five years of experience and registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for procurement, configuration, deployment and maintenance of Email Solution:

S.No.	Description OF Items	Quantity
	Provision of email services (with Perpetual Software licenses)	
A	Email application Software (perpetual) with redundant cluster and with live DR site copy (Licensed) supporting advance features including archiving etc. Should have capability of supporting 750 users. With operating system licenses.	1 job
	2FA Mechanism built-in or third-party integration	750 users
	Migration of existing users.	550
	Service and support/SLA for 3 years from Both OEM & Authorized partner.	3 Year 24 X 7 support – SLA

Bidding documents, containing detailed terms and conditions etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/- (non-refundable- in shape of pay order / bank draft, 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 PTA Headquarters F-5/1, Islamabad by 11th October 2021 upto 10:30 AM. Technical Bids will be opened the same day at 11:00 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

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Government of Pakistan

PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS F-5/1, ISLAMABAD.

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

BIDDING DOCUMENTS

Title of Services:

“Provisioning of Email Solution”

1. OBJECTIVE

Pakistan Telecommunication Authority, a statutory body established under section 3 of Pakistan Telecommunication (Re-organization) Act, 1996 plans to upgrade the existing email solution/service by acquiring the new email solution on licensed framework. All existing data will be migrated, replicated and tested onto new environment and to ensure smooth user & administrative operation by having Graphical User Interface (GUI) layouts and solution should have data analytic options and customized AI techniques and standards.

Terms of Reference (not limited to):

- a) Implementation of new Email Messaging Solution, server base archiving for all users.
- b) All active/Existing mailboxes and email users will be migrated to the newly implemented Email Messaging Solution.
- c) All existing email address books must be synchronized with newly implemented solution with all features and parameters.
- d) Security policies must be implemented with in individual users or group-based users.
- e) Newly Implemented solution must maintain confidentiality, integrity and end to end e-mail encryption.
- f) E-mail server product must support e-mail delete restriction. (users should not be able to delete e-mails), any specific procedure supports this functionality by product will be accepted.
- g) Newly implemented solution must support different end users platforms like, windows, Linux, android, apple, or equivalent.
- h) Migrate mandatory disclaimers and retain the ability to assign various mandatory disclaimers to specific users' email messages based on either membership
- i) Migration and swap activity must be performed with zero downtime, seamless and rich co-existence.
- j) Solution should be capable to authenticate users from Active Directory.
- k) Active directory should be optimized and updated to the latest specification to meet the requirement of organization and mail solution, integration of AD is must.

- l) E-mail Server Must have capability of two factor authentication mechanism (built-in), or through same brand 2FA OR any third party 2FA Mechanism On premises.
- m) Email server and user licenses must be perpetual
- n) Newly Implemented solution must compatible with TLS certifications.
- o) Newly implemented solution must meet and fulfil the requirement of redundancy.
- p) Email Server must be capable of auto back up of different databases through third party Backup solutions.
- q) Email server must have at rest data encryption capabilities.

2. SCOPE OF WORK

The vendor must provide an effective solution in a cost-effective way, keeping in view the specific information and needs of PTA. The Technical Proposal submitted in response to this RFP should clearly describe how the contractor will meet the needs of PTA. Financial proposal should clearly mentioned and all the itemized costs in terms of onetime cost.

The vendor shall present a fully responsive written Technical Proposal to address the requirements defined in the following sections and explain approach to each requirement. The proposal must also identify any requirement the contractor cannot satisfy. Sufficient details should be included to demonstrate the contractor's knowledge of the project and the ability to satisfy each requirement. Each vendor can submit only one solution.

The Scope of Work will include:

A High level design document (HLD) and low level design document (LLD) which will provide complete information for newly implemented solution with Migration.

Check List

- a) Onsite review of client systems to gather and capture information about existing infrastructure
- b) Identify potential challenges in this migration and recommend a standardize way to overcome the phase challenges.
- c) Conduct training sessions and complete knowledge transfer session in PTA HQ,s Premises with hands on proposed solution .
- d) Networking and Naming Services Planning
- e) Determine required tasks for configuring network and DNS
- f) User Identity and Account Provisioning Planning
- g) Identify mailbox size and item counts that will be migrated to the newly built Email Messaging Solution.
- h) Determine mail-enabled applications and plan for configuration

- i) Conduct bandwidth assessment to calculate migration velocity for mailbox data

Preparing Environment for Messaging Solution Deployment

- a) Implement enterprise wide training with employees
- b) Prepare end user documentation regarding newly built Email Messaging Solution
- c) Assist with Domain Verification and Configuration with the newly built Email Solution
- d) Add and verify PTA domain name with the new Email Solution
- e) Create DNS records to configure PTA domain name for use with the new Email Solution
- f) Enterprise Messaging Service Configuration
- g) Mailbox quotas and archival/retention policies
- h) Configure existing Malware protection and anti-spam with new Email Messaging Solution.

Migration and Cutover

- a) Assign licenses to users.
- b) Migrate and synchronize mailbox data to the newly built Email Messaging Solution
- c) Update DNS to point to newly built Email Messaging Solution
- d) Configure secure Web Access and mobility capabilities for mobile phones and devices
- e) Migration of Meta-data, Data bases, mailboxes, archives and all related data.
- f) Perform Post-migration Service Testing

Post Deployment Support and Email Messaging Solution Administration Training

- a) Have resources on-site and able to augment PTA support staff after the migration is completed
- b) Onsite or Webinar Training with IT Staff
- c) Administering Email Messaging Solution
- d) Email Messaging Solution Admin Best Practices

3. Technical Terms and Conditions

- a) The vendor will provide and execute the Email Messaging Solution migration plan
- b) All archives, mobile users and data will have to be included in this migration

- c) The migration will have to be seamless to the business, with a cutover happening on a designated weekend
- d) Email Messaging Solution will have to be in full production within Ten weeks after the delivery of the software.
- e) The vendor will require a thoughtful and detailed plan around communication and training

Technical Requirements

- a) Vendor will share complete project plan which will include from the initialization of project to execution and commission of the project.
- b) Conduct existing Network Assessment activity and configure necessary parameters as required.
- c) Configure Email Protection Services against PTA existing services.
- d) Plan and implement different Design proper email routing / flow for the newly deployed email solution.
- e) Complete migration from existing solution to newly email solution.
- f) Conduct a complete knowledge transfer session to Support Team.
- g) Configure Anywhere Access without VPN, Web Access, and Sync for secure mobile access
- h) Configure Multifactor Authentication
- i) Configure server-based email archival
- j) Support auto backup of email services and 3rd party backup solutions
- k) Configure cluster-based infrastructure for newly deployed solution.
- l) Configure TLS-based encryption.
- m) Configure different policies with different rules as required i.e single/group based.
- n) Configuration of SLL for web access of email services.

4. DOCUMENTATION

As part of its Technical Proposal, the Contractor must describe the level and types of documentation that will be delivered.

Two complete hardcopy sets of documentation for all Contractor supplied components for this Project must be furnished, in addition to softcopies on CDs/USBs.

The manuals should feature clear organization of content, useful graphic presentations, and a thorough index and glossary. These will be under the following categories:

- a) Draft Contract (SLA)
- b) Signing of Contract
- c) Project Charter Document including Detailed Project Plan
- d) Fortnightly Progress Report
- e) Status of Project issues List, which should be updated weekly during the project duration
- f) Solutions Design Document
- g) Training Manuals and Exercise Guides
- h) Go-Live Certificate (After Successful deployment with-in allocated time)
- i) Detailed Plan after Go Live
- j) Project Completion Report and Certificate.

This list may not necessarily be comprehensive or exhaustive hence, bidders are free to suggest additional deliverables, if necessary.

All deliverables must be clearly defined and connected with timelines. Proposed Timeline by vendors may change at the time of finalization of agreement between the selected bidder and Pakistan Telecommunication Authority.

Copies of all licenses, warranties, maintenance agreements and similar materials for all Contractor delivered components of the project must be furnished separately.

5. BIDDING DOCUMENTS

Pakistan Telecommunication Authority intends to hire services of vendor for provisioning of Email Solution/ Migration at PTA Headquarters F-5/1 Islamabad. Detailed requirements of above-mentioned services are provided in this document. Notice for invitation to bid issued on PTA's/PPRA's websites is the part of this contract document. Sealed bids are invited from well reputed authorized dealers/solution providers, having tier-1/II level dealership, registered with Sales Tax and Income Tax Department having at least 05 years of relevant business experience for following IT Services:

“Provisioning & Migration of email solution with all necessary software licenses.”

Detailed specifications of above-mentioned services are provided at **Annex-C** of this document.

Notice of the bids issued on PTA’s/PPRA’s websites/Newspaper(s) is part of the contract document.

Item Description

S.No.	Description OF Items	Quantity
	PROVISION OF EMAIL SERVICES (with Perpetual Software licenses)	
A	Email application Software (perpetual) with redundant cluster and with live DR site copy (Licensed) supporting advance features including archiving etc. Should have capability of supporting 750 users. With operating system licenses.	1 job
	Migration of existing users mail boxes	550
	2FA Mechanism built-in or third-party integration	750
	Service and support/SLA for 3 years from Both OEM & Authorized partner	3Year 24 X 7 support - SLA

Terms and Conditions

6. GENERAL INFORMATION:

- Bidding documents, duly completed in all respects, will be received on or before **11th October, 2021** up to **1030 AM**. The submission and evaluation of bids will be carried out under Rule 36(b) of PP Rules 2004 i.e; *“Single Stage Two Envelop Procedure”*. Technical bids will be opened by Technical Evaluation Committee, at PTA HQs, Islamabad on the same day at **1100 AM**, in presence of the bidders.
- Bids will comprise of single package containing two separate sealed envelopes. One envelop will contain the **“Technical Proposal”** and the second envelop will contain the **“Financial Proposal”**. Technically qualified bidders will be informed date, time and venue to attend the financial bid opening. The financial bids of technically disqualified bidders will be returned un-opened.
- Bids should be sent at the address of Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.

- d. Bidder shall quote only one option, bids with multiple options will be rejected without any right of appeal.
- e. **Annex-A, Annex-B, Annex-C, Annex-D, Annex-E** and 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 general evaluation criteria.
 - 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; however, lower specifications shall disqualify the product/ 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.
 - v. **Annex-E** consists of Service Level Agreement

7. **BIDDER'S INFORMATION**

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

8. **EVALUATION CRITERIA**

- a. The bidder should quote its rates clearly in the Financial Proposal in both figures and words.
- b. Technical bids shall be opened and evaluated by technical evaluation committee in view of Annex-A, Annex- B and Annex-C. Bidder, obtaining at least 70%, shall be eligible for the participation in financial bid opening.

- c. 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.
- d. Work will be awarded to Most advantages bidder i.e. **Technically qualified & financially lowest evaluated bidder**. If two or more bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.

9. BID SECURITY

- a. Bid security will be equal to Rupees-300,000/- of the bid amount 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 accepted.
- b. Bid security will be forfeited if successful lowest bidder unable to deliver the Software within stipulated time frame.
- c. **Bids without required Bid security will be rejected without any right of appeal.**
- d. Bid security of unsuccessful bidders will be returned after award of work order to successful bidder.
- e. In case of cancellation of Work Order due to default of the supplier, the Bid security shall be forfeited in favor of PTA.
- f. **Performance Guarantee (PG)** equal to 04% of total contract amount will be submitted at the time of the Signing of contract. Bid security already submitted by the successful bidder shall be adjusted against the performance guarantee. PG will be kept against SLA/support and will only be released after completion of warranty period and on issuance of performance certificate from ICT directorate.

- g. 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 the Email Solution.
- h. Performance Guarantee shall be submitted in shape of pay order / demand draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad.

10. 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 bid opening of technical bids.
- c. No 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.
- e. PTA will bear no transportation/carriage charges.

11. PAYMENT PROCEDURE

- a. No advance payment shall be made against the supply of software mentioned in this bidding document.
- b. Payment is subject to successful installation, configuration, testing and commissioning of the email system and payment shall be made on provision of invoice/bill, after delivery of the equipment /software at PTA Headquarters and issuance of satisfactory performance certificate by ICT directorate and physical inspection verification certificate issued by PC-I.
- c. Payment shall be subject to withholding of applicable taxes as per government rules.
- d. 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). Further at time of Technical evaluation Bidder ATL status will be checked as per Annex-A.

- e. Payment will be released after verification of software its warranty details from the principle manufacturer via official website, email or letter etc., if deemed necessary.
- f. Sales tax will be paid to the vendor at the rate applicable at the time of payment.
- g. An amount of 1% will be deducted from performance guarantee if the vendor fails to respond within 2 hours on phone call, email etc. furthermore an amount of Rs.1000/hour from PG will be deducted on late response.

12. SOFTWARE

- a) The Software should be new, not used or refurbished. The software should be released by the manufacturer and shall be verifiable from principal manufacturer.
- b) The software should be arranged through legal channels by clearing all duties/taxes (if any) levied by the Govt.

13. DELIVERY/COMPLETION PERIOD

- a. All components of the tender shall be delivered within (8) weeks' time after issuance of work order. with provision of support mentioned in **section 10 & configuration, deployment and installation shall be completed with-in 10weeks after the delivery of the software.**
- b. Configuration, installation, implementation and security testing will be the responsibility of the vendor.

14. AUTHORIZED DEALER/PARTNER

Bidder shall be an authorized dealer, having tier-1/**Tier-2** level dealership, of the quoted / Brand / Manufacturer. Valid certificate of principal manufacturer is required in the name of the authorized dealer.

15. PENALTY

If the supplier fails to provide/deploy services as per work order or within due time as per Sr. 13 above, then a penalty of 01% per week of the total value of pending services will

be charged up to a maximum of six (06) weeks (Days more than six will be considered as one week) or 04% of pending services portion (exclusive of Sales Tax). Thereafter, work order will stand cancelled and bid security will be forfeited.

16. DISQUALIFICATIONS

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

- Technical bid is submitted without the required bid security.
- Offers are received after specified date and time.
- Specification and other requirements are not properly adhered to.
- GST and NTN certificates are not attached.
- Supplier is not an authorized dealer i.e. not having tier-1/II level dealership of the principal manufacturer for Pakistan as per section 9 of this document.
- Any inferior product/specifications than the specifications given at Annex-C(I).
- Bidder quoted multiple options, referring section 1 (d).

17. AFFIDAVIT

Affidavit **Stamp Paper** to the effect that the firm has not been blacklisted by any government/semi government/autonomous body or company.

18. RIGHTS RESERVED

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

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 work 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 non-judicial paper for not been blacklisted. | (Yes/No) |
| g. | Copies of authorized dealership etc. of the principal
Manufacturer for Pakistan. | (Yes/No) |
| h. | Specification and other requirements are met. | (Yes/No) |

- i. Service center is in Islamabad/Rawalpindi (Yes/No)

Director (ICT)

Annex-A

Mandatory Requirements

S.#.	Requirement/ Document to be attached	Compliance? Yes/ No
1	Bidder has to produce Sales Tax and Income Tax Registration.	
2	Bidder also should be an Active Tax Payer of FBR.	
3	Sales and support Service center at Islamabad/Rawalpindi	
4	Tier I/II dealership status	
5	Manufacturer Authorization Letter is required for all participating contractors certifying that Fresh order shall be placed for the Software tools and no ex-stock Software shall be provided.	
6	Minimum Five (5) years of relevant experience of the bidder is required.	
7	Submission of 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.	
8	All Software Licenses offered should be perpetual i.e. Software functionality shall work after the completion of 3 years support and warranty (Certificate has to be attached)	

Annex-A is Mandatory.

Note: All supporting documents to be attached with technical proposal.
Non-fulfilling any of the above requirement will result into disqualification of bid.

Please attach all Supporting Documents Serial wise

Technical Capabilities of Bidder

Part B) General Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Detail of Offices	10		Firm has sales and services offices at Islamabad/Rwp (ISB and RWP Mandatory), Lahore (5 marks) and Karachi (5 marks) .
2	Contractor must have deployed at-least five (05) email server projects of similar scope in last five (05) years of above configuration. (documentary proof be provided i.e. completion certificates issued by the clients etc.)	20		4 Marks for each successfully completed project.
3	Replacement time under rated Software / tools , under rated specifications After the or with in deployment phase (Certificate has to be produced)	15		15 marks for Next Business Day (NBD) software replacement, otherwise no marks
4	Technical staff must be certified from principal Manufacturer/OEM. MCSE.MCSA, CCNA, CCNP, RHCE etc	20		Relevant technical certified staff in Pakistan available and deputed for this project. (4 marks per technical staff) ,
5	Firm Experience (minimum 5 years' experience required - National)	15		(3 marks per year, beyond 5 years' Experience), up to maximum of five years.
6	Solution Presentation, understanding of the requirement and Software compliance to the RFP rated as Excellent, Very Good and Good	20		Solution Presentation to the committee for proof of concept.
Sub Total		100		
Minimum qualifying marks are 70% in above table whereas Annex "C" shall be compulsory. All supporting Documents to be attached for all relevant pages of Annex-B.				

Technical Evaluation will be done based on:

1. Effectiveness of enterprise solution Licensing.
2. Optimum Hardware Requirement, while Hardware will be provided by PTA
3. Services Financials

CURRENT AS-IS ENVIRONMENT:

PTA is currently operating IBM Lotus Domino in “centralized mode” which serves all countrywide users. Below are the details of current environment

IBM Lotus Domino Version: 9.0.1

Number of Users	Mailbox Size	Mailbox location (Server or local)
Approx. 550	5TB	Server

SERVICE DESCRIPTION:

The required solution should be based on following users;

Type of Services	Number of Users
Active Mailboxes for Users	750

Required features of email solution to be deployed are as follows:

Must have features		Compliance
1.	E-mail server must have built-in functionality for end to end e-mail encryption, through database encryption and communication on HTTPS and other methods	
2.	E-mail server product must support e-mail delete restriction , any specific procedure supports this functionality by product will be accepted	
3.	E-mail product must support group based and single user allow deny policies	
4.	Email server and user licenses must be perpetual	
5.	Email server must support TLS base encryption	
6.	Email server must support cluster-based infrastructure	
7.	Email Server must be capable of auto back up of email databases	
8.	Email Server must have functionality of server-based email archival	
9.	Email Product must have compatibility with Mobile Platform	
11.	Email Solution must have, DKIM, SPF, Real Time Black list, Rate limiting, Post Screen and Grey listing functionality	
13.	Email Solution should be scalable as per future needs	
14.	Email Solution should have real time backup and restore feature	
15.	Email server must have Two-Factor authentication system	
16.	SSL certificate installation	

Other Important Features		Compliance
1.	File sharing, screen sharing, 1:1 and group chat option built/in or third party	
3.	Manage, organize, share calendars and sync mobile devices	
4.	Global Address List	
5.	Archive messages functionality	
6.	Desktop and Multi-Browser Rich Website offline client	
7.	email system must support MAPI over https connection format for end user client software.	
8.	Folder organization, email rules (Filters), Auto replies, read receipts, Extensive search criteria, Message recall	
9.	Mailing lists, priority email delivery, delayed delivery, Quotas, AD synchronization	

Please be noted that any inferior/incomplete solutions will be rejected

Bidder shall quote only one option, bids with multiple options will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

Annex-D

Financial Proposal (Bid Format)

Email Solution (with 3 years Support and Software Updates-Perpetual Software)

Date _____

Company Name _____

Required Specification	Quoted Specification (With Brand Name)	Qty (A)	Unit Rate (Rs.) (B)	Sales Tax (%) (C)	Sales Tax (Amount) (D)	Unit Price Inclusive of Sales Tax (E)= (B+D)	Total Price Inclusive of Sales Tax (F)=(AxE)
Email application Software (perpetual) with redundant cluster and with live DR site copy (Licensed) supporting advance features including archiving etc. Should have capability of supporting 750 users. With operating system licenses.		1 job			f		
Migration of Email Services, Users Data email migration.		550 users					
2FA Mechanism third party or integrated		750					
Three-years Software updates and Support/SLA from OEM & authorize partner		1 job					
TOTAL							

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

Note: Multiple options are not allowed, quoting multiple options will lead to disqualification.

Authorized Signature of bidder with seal stamp

Draft Agreement: Email Solution

AGREEMENT

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

THIS Supply & Service Agreement (the “Agreement”) is made on this day _____ 2020;

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 place of business at.....

(hereinafter referred to as “**the 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 of procuring & deployment of **Email Migration Solution** Software (hereinafter referred to as “**Email Solution**”) for its HQs Building at F-5/1, Islamabad and have them **delivered/supplied (with-in eight weeks) and installed/deployed (with-in 10 weeks of allocated time) 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 the **email solution** at Client HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Supplier represents 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 requisite Services of **Email Solution** as per Bill of Quantity ("BoQ") 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/labor/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 Contractor 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 Contractor 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

2.1 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/ Tender 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 start the work on specified location by Client within _Eight weeks and complete it within projected time __of Ten weeks.

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 Services do not meet the specifications, terms & conditions mentioned in the **Annexure-A, B, C, D,E, F 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 payment with notice 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 expenditures or commitments incurred in connection with the business of the Supplier.

5. Deliverables

5.1 The work should be 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 shall be 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 (Administration). The decision of the Authority to settle the issue amicably will be final and binding on both parties (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 SUPPLIERS 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: _____
Name: _____
Title : _____

Signature: _____
Date : _____

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

Witnesses

1. _____
Name: _____
CNIC: _____

2. _____
Name: _____
CNIC: _____

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("NDA") is made and entered into at **Islamabad, Pakistan** on the ___ day of -----2020

BY AND BETWEEN

Pakistan Telecommunication Authority, a statutory regulatory authority established under Pakistan Telecommunication (Re-Organization) Act, 1996, having its Head Quarter at F-5/1, Islamabad through Director Type Approval (hereinafter called as the "**CLIENT**" which expression shall where the context admits, include successors-in-interest and assigns) of the One Part:

AND

(insert name of Client) a Client incorporated under the laws of having its registered office at-----through its authorized representative Mr..... (herein after called 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**;

(The Party of the One Part and Party of the Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this NDA requires).

WHEREAS,

1. The parties have entered into Agreement dated, (the "Agreement") whereby, the Client may have to disclose certain nonpublic and proprietary information in result of execution and subsequent operation of the Agreement to the Contractor, which may fairly be considered to be of confidential nature including, but not limited to, methods, practices and procedures with which the Parties conduct their respective businesses, Internal working, decisions or Standard operating Procedures (SOPs) which are not Public documents, strategies in dealing with the Operators, Licensees, licensee lists, contract terms, methods of operation, software specifications, software codes, functionality, know how, and financial information etc. the Know-How, information pertaining to its principles, pricing policy, commercial relationship, negotiations or parties' projects, affairs, finances or any information in respect of which the parties are bound by an obligation of confidentiality to any third party.
2. The Parties are desirous to set the terms and conditions hereunder and sign this NDA.

NOW, THEREFORE THIS AGREEMENT WITNESSETH, for good and valuable consideration, it is hereby agreed between the parties as under;

1. Under this Agreement the Contractor is under an obligation to keep all such information that is disclosed in the course of the contract with PTA, confidential and not to use it to the detriment of the Authority. In particular, the Contractor shall not use it for, or disclose it to, any of its new employer or client.

2. Any unauthorized disclosure or use of the Authority's confidential information could lead to litigation against the Contractor and any new employer.
3. **Definition of Confidentiality.** In addition to the definition used in the Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and functions of the Client, or (ii) non-technical information relating to Client's functions, responsibilities, operations including, without limitation, plans and strategies, finances, financial and accounting data and information, suppliers, stakeholders, purchasing data, strategical plans and any other information which is proprietary and confidential to Client.
4. **Nondisclosure and Non-use Obligations.** Subject to confidentiality clause under the Agreement, the Contractor will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Client, whether or not in written form. Contractor agrees that Contractor shall treat all Confidential Information of Client with at least the same degree of care as Contractor accords its own Confidential Information. Contractor further represents that Contractor exercises at least reasonable care to protect its own Confidential Information. the Contractor agrees that Contractor shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement.
5. **Survival.** This Agreement shall govern all communications between the Parties. Contractor understands that its obligations under Paragraph 4 ("Nondisclosure and Non-use Obligations") shall survive for two years after the termination or expiry of the Agreement. Upon termination of any relationship between the Parties, Contractor will promptly deliver to Client, without retaining any copies, all documents and other materials furnished to Contractor by Client.
6. **Governing Law.** This NDA shall be governed in all respects in accordance with the laws of Pakistan.
7. The Contractor agrees and undertakes that upon termination of the Agreement by the Client.
 - a. shall return to Client all documents and property of Client, even if not marked "confidential" or "proprietary," including but not necessarily limited to drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Client, or in any way obtained

by the Contractor during the course of the Agreement and shall not retain copies, notes or abstracts of the foregoing.

b. The Client y may notify any future or prospective employer or third party of the existence of this Agreement.

c. **Injunctive Relief.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law, and Client shall be entitled to injunctive relief and/or a decree for specific performance and such other relief as may be proper (including monetary damages if appropriate).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

For and on Behalf of Client	For and on behalf of Contractor
Signed by_____	Signed by_____
Seal-----	Seal_____
Witness_____	Witness_____