



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

## INVITATION TO BID

### FOR SUPPLY OF SECURITY SOFTWARE

Pakistan Telecom Authority, (a telecommunication regulator in Pakistan) invites sealed bids from authorized dealers registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply of following Security Software:

Description of the Requirement
Onsite Supply, Implementation, Configuration, Integration, Technical Support including Hands-on Professional Training of Software(s) with 03yrs License for carrying out: i. Vulnerability Assessment Solution ii. Penetration Testing Solution
Note: Multiple products or Single product can be quoted, however product(s) must meet Technical specifications, mentioned at Annex-B of bidding document.

Bidding documents, containing detailed terms and conditions etc. are available for the interested bidders at PTA Headquarters F-5/1, Islamabad. Price of the bidding documents is **Rs. 500/-** (non-refundable in form of pay order/DD in favor of Pakistan Telecommunication Authority). Bidding documents can also be downloaded from [www.pta.gov.pk](http://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 on or before **11<sup>th</sup> December, 2020 at 10:30 AM**. Technical Bids will be opened on the same day at **11:00 AM**. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)

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SAFELY TO CORRUPTION



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

**BIDDING DOCUMENTS**

Sealed bids are invited from well-reputed and authorized distributors / authorized dealers/ partners etc., registered with Sales Tax and Income Tax Department, having at least 03 years of relevant business experience for following information security solutions:

Description of the Requirement
Onsite Supply, Implementation, Configuration, Integration, Technical Support including Hands-on Professional Training of Software(s) with 03yrs License for carrying out: i. Vulnerability Assessment Solution ii. Penetration Testing Solution
Note: Multiple products or Single product can be quoted, however, solution(s) must meet Technical specifications, mentioned at Annex-B

Detailed specifications of above-mentioned items are provided at Annex-B of this document. **Notice of the bids issued on PTA's/PPRA's websites is the part of this contract document.**

**Terms and Conditions**

**1. DATE AND TIME OF RECEIPT OF BIDS**

- a. Bidding documents duly completed will be received on or before **11 December, 2020** up to 1030 AM. The submission and evaluation of bids will be carried out under the "Single Stage Two Envelop Procedure". The Technical bids will be opened at PTA HQs on the same day at 1100 AM, in presence of the bidder or bidder's representative who may choose to attend.
- b. Bids should be addressed to the Deputy Director (Cyber Security) Pakistan Telecommunication Authority, Headquarters F-5/1, Islamabad.
- c. **Bidder can quote for any one, more than one or all solutions mentioned above**, depending on relevant dealership in each Security solution.
- d. Whereby the bid(s) will comprise of single package containing two separate sealed envelopes. One envelop will contain the "Financial Proposal" and the second envelop will contain the "Technical

Proposal”. Technically qualified bidders will be informed to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened. Minimum qualifying marks for participation in financial bid opening is 70% marks as per criteria in Annex C.

- e. The selected bidder/bidders will have to sign both the Non-disclosure agreement and Service Level Agreement to ensure the Confidentiality and smooth operation of Services as per attached Annex-D and Annex-E.

## 2. COMPANY 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 \_\_\_\_\_
- g. National Tax No \_\_\_\_\_

## 3. EVALUATION CRITERIA

- a. **Evaluation will be done individually for each item (mentioned above) separately, in case of single product, it should meet both criteria mentioned at Annex-B.**
- b. Work will be awarded to **financially lowest bidder against each item**, subject to scoring at least 70% marks in Annex-C.
- c. 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 Annex-C.
- d. Technical evaluation of Security solutions at Annex-B will cover comparison of quoted products with advertised specifications, whereas it does not carry marks.
- e. Technical evaluation of company profile at Annex-C is to filter bidders having good support system and after sales services.
- f. The bidder should quote its rates clearly for each item, 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 02% of the total bid amount **should only be attached with the Financial Proposal** (Cheques will not be accepted). Certificate regarding deposit of 02% 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 warranty period whereas Bid Security of unsuccessful bidders will be returned after award of supply order to successful bidder.
- d. In case of cancelation of Supply Order due to default of the supplier, the Bid Security shall be forfeited in favor of Pakistan Telecommunication Authority.
- e. Retention money will be limited to 06% of the bid amount. Bid Security i.e. 02 % of the successful bidder will be converted into retention money. Remaining amount of 04% will be deducted at the time of final payment to successful bidder. The retention money will be released after expiry of the warranty period subject to issuance of satisfactory performance certificate by PTA.

5. **PRICES**

- a. **The bidder should quote its rates clearly, for each item separately, in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-A.**
- b. The rates quoted shall remain valid for Ninety (90) days from the date of opening of Technical Proposal.
- c. Bid shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
- d. No transportation/carriage charges will be allowed.

6. **PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of software mentioned in this bidding document. Payment shall be made after the complete deployment of the software at PTA Headquarters and after the issuance of satisfactory completion/stock verification certificate along with the satisfactory certificate of training as per section 10.
- b. Payment shall be made after deduction of applicable taxes i.e. Income Tax etc as per government rules and penalty (if any).

**7. SOFTWARE**

- a. The Software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt.

**8. DELIVERY PERIOD**

- a. Delivery of software to be made within eight (8) weeks after issuance of supply order.
- b. Vendor will be responsible for the safe supply of solution at PTA office Islamabad with the provision of warranty / support mentioned at term 10.

**9. AUTHORIZED DEALER/DISTRIBUTOR/PARTNER**

Bidder shall be original manufacturers / authorized distributors / authorized dealers/ partners etc. Certificate of dealership or any other proof from the manufacturer is required in the name of the authorized dealer of the manufacturer.

**10. WARRANTY/SUPPORT**

- a. Vendor will be responsible for the provision of onsite warranty and onsite/offsite support with labor and parts as per detail below:
  - i. Vendor presence : Physical presence in Islamabad/Rawalpindi.
  - ii. Compliance to SLA : as per attached Annex-E.
  - iii. Certified Resources : at least two resources must be certified in subject solutions.
- b. The license period will be considered from actual date of activating annual license key.

**11. TRAINING**

Vendor will be responsible for at least 02 Full days training to 03 PTA officers, free of cost, after the complete deployment of solution and will give all the participants complete overview, help them become familiar with its capabilities, and with day-to-day operations.

**12. NON-DISCLOSURE AGREEMENT AND SERVICE LEVEL AGREEMENT**

The selected bidder/bidders will have to sign both the NDA and SLA in order to ensure the Confidentiality and smooth operation of Services as per attached Annex-D and Annex-E.

**13. PENALTY**

- a) One (01 %) percent of the total value of supply order will be charged as penalty (per week) on late supply of software up to a maximum of four (04) weeks (Days less than six will be considered as one week). After expiry of four (04) weeks, supply order shall stand canceled and Bid Security will be forfeited.

**14. INTEGRAL PART**

- i) Annex-A is part of financial proposal which may be read/filled carefully, signed and stamped by the bidder and is to be submitted with the envelope containing the financial proposal.
- ii) Annex-B and Annex-C are part of technical proposal(s) which may be read/filled carefully, signed and stamped by the bidder and are to be submitted with the technical proposal envelope.

**15. 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. Financial bid is submitted without the required Bid Security.
- b. Offers are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. GST and NTN certificates are not attached.
- e. Service center is not in Islamabad/Rawalpindi.
- f. Supplier is not a manufacturer / authorized dealer /partner /authorized distributor and warranty provider of the principal manufacturer for Pakistan as per section 9 of this document.
- g. Any inferior product / spec / requirement mentioned at Annex-B.

**16. TECHNICAL EVALUATION CRITERIA/COMPANY'S PROFILE**

All technical bids shall be evaluated as per criteria mentioned at Annex-B and Annex-C. All information desired in Annex-B and Annex-C has to be submitted with supporting documents. These documents should be arranged in the same sequence as mentioned in Annex-B and Annex-C.

**17. AFFIDAVIT**

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

**18. RIGHTS RESERVED**

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

**19. CHECKLIST**

- |           |   |          |
|-----------|---|----------|
| <b>a.</b> | Bid Security in shape of bank draft/pay order.<br>(cheques are not acceptable)                  | (Yes/No) |
| <b>b.</b> | Company's Profile as a part of technical proposal. (Annex C)                                    | (Yes/No) |
| <b>c.</b> | List of such projects handled with copies of supply order.                                      | (Yes/No) |
| <b>d.</b> | Certificate of successful deployment of subject solutions                                       | (Yes/No) |
| <b>e.</b> | List of employees including technical staff for this project.                                   | (Yes/No) |
| <b>f.</b> | Affidavit on legal paper for not being black listed.  | (Yes/No) |
| <b>g.</b> | Copies of authorized dealership/partnership etc. of the<br>principal manufacturer for Pakistan. | (Yes/No) |
| <b>h.</b> | Specification and other requirements are met  | (Yes/No) |
| <b>i.</b> | Service centre is in Islamabad/Rawalpindi   | (Yes/No) |

**Deputy Director (Cyber Security)**

**Financial Proposal (Bid Format)**

**Annex-A**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

<b>Required Specification</b>	<b>Quoted Specification (With Brand Name)</b>	<b>Unit Price <i>Inclusive of GST</i></b>	<b>Qty</b>	<b>Total Price Inclusive of GST</b>
<b><u>Supply, Implementation, Configuration, Integration and Technical Support including Training of Vulnerability Assessment Solution with 3yrs License</u></b> <u>All specs as per detail mentioned in the technical bid in accordance with Annex-B page 1/2</u>			<b>01</b>	
<b><u>Onsite Supply, Implementation, Configuration, Integration, Technical Support and online Hands-on Professional Training of Penetration Testing Solution with 3yrs License</u></b> <u>All specs as per detail mentioned in the technical bid in accordance with Annex-B page 2/2</u>			<b>01</b>	
<b>GRAND TOTAL</b>				

Authorized Signature of bidder with seal stamp

**Any inferior specs of above items will be rejected**

**FINANCIAL BID not accompanied with Bid Security will be rejected without any right of appeal.**



**MANDATORY TECHNICAL SPECIFICATIONS**  
(To be included in Technical Proposal)

**Annex-B**  
**Page 1/2**

	<b>Detailed Technical Specifications of Vulnerability Assessment Solution</b>
<b>S. No.</b>	<b>Specifications</b>
1.	Software should be installed on-premises.
2.	Should support unlimited target IPs scanning
3.	Should have vulnerability management features
4.	Scanning process should be automated.
5.	Should provide authenticated scans with the ability to centrally manage all credentials in a secure mechanism.
6.	Should be capable of generating specific compliance reports (CIS, PCI-DSS, NIST, ISO etc.).
7.	Should provide asset discovery feature for discovering new assets on the network.
8.	Should support report generation in various formats (PDF, CSV, HTML etc).
9.	Should be capable of performing stealth scans.
10.	Should support cross platform scanning, not limited to (Windows, Linux, Solaris, Mac) etc.
11.	Should have an extensive database of vulnerabilities for various operating system, application vulnerabilities and client-side Attacks.
12.	Should have provision for online updates of program and vulnerability database.
13.	Should be able to Perform web application audits of custom and embedded applications to test for cross site scripting, SQL injection and much more.
14.	Solution must be able to scan SCADA systems, embedded devices and ICS applications.
15.	OEM should be having experience of at-least 15 years and software should lists iOS, Android, and Windows Phone devices accessing the network and detects mobile device vulnerabilities.
16.	Should have the ability to create backups that can easily and quickly be restored, leverage OpenSSL v1.1.1, and support for MacOS Catalina (10.15).
17.	Should Integrate with major MDMs (MobileIron, AirWatch etc.).
18.	Should provide Offline configuration auditing for network devices.
19.	Vendor should provide support with deployment of software along with dedicated technical support.
20.	Vendor should provide complete product documentation including user manuals, configuration guides etc. and at-least 02 Full days training of the solution.

Authorized Signature of bidder with seal stamp

**Any inferior Specs of Vulnerability assessment solution will be rejected**

<b>Detailed Technical Specifications of Penetration Testing Solution</b>	
<b>S. No.</b>	<b>Specifications</b>
1.	Should test unlimited target IP Addresses
2.	Should support all major Web technologies on target.
3.	Software should have the capabilities to perform automated scans
4.	Should support report generation in various formats like PDF, RTF, HTML support report etc.
5.	Should be able to perform operation stealthily.
6.	Should support Windows and Linux platform.
7.	Should have Profiling tools for looking at memory and CPU utilization.
8.	Should be capable of providing Tautulli Shutdown exploit, Rconfig 3.x Chained RCE module exploits, PHP-FPM vulnerability between Nginx and PHP exploit module, post exploitation module for installing the OpenSSH service on Windows, and many more.
9.	Should have an extensive database of exploits for various Operating Systems, Applications vulnerabilities and Client-side attacks.
10.	Should have Provision for Online Updates of program and database.
11.	Should use advanced attack methods like Level-2 VPN pivoting and IPS evasion
12.	Should be able to Prove exploitability to application owners to expedite remediation.
13.	Should have Smart exploitation and automated credentials brute forcing capabilities.
14.	Software must be able to import results from multiple network vulnerability scanners and validate the results for exploitability.
15.	Software must be able to target and test network devices (Routers and switches)
16.	Software must be able to Pen-test databases & database servers directly and should interact with the database or equivalent.
17.	Software must be able to import exploits from its own and other sources (open source and licensed/proprietary) into its exploit library or equivalent.
18.	Should have reverse shell payload for tcsh, an unauthenticated RCE exploit for PlaySMS, module for SMBGhost CVE-2020-0796 to gain privilege escalation, followed by payload execution, on vulnerable Windows 10 targets.
19.	Should have exploit modules for Trend Micro WebSecurity, Cisco AnyConnect Secure Mobility Client for Windows, F5 BIG-IP TMUI Directory Traversal and File Upload RCE, LDAP Authentication Bypass in VMware vCenter Server and many more.
20.	OEM should be having experience of at-least 15 years and software must have options for New exploit and other updates should be available on a frequent basis.
21.	Should have the functionality or capability of having a minimal impact of exploit payloads on tested systems and should have a minimal footprint on tested systems.
22.	Should provide Dynamic payloads to evade leading Anti-virus solutions. Exploit payloads must support multiple connection methods.
23.	Vendor should provide support with deployment of software along with dedicated technical support.
24.	Vendor should provide complete product documentation including user manuals, configuration guides etc. and at-least 02 Full days Online Hands-on Professional training of the solution.

Authorized Signature of bidder with seal stamp

**Any inferior specs of Pen-testing solution in Annex-B will be rejected**

**Capability Evaluation Criteria/Company Profile****Annex-C**

Part A) Mandatory Requirement *				
1	Bidder has to produce valid Sales Tax and Income Tax Registration and should be in Active Tax Payer List of FBR.			
2	Compliance to RFP Technical specifications as per Annex–B (along with documentary evidences like product data sheets, product principle published brochures, etc.)			
3	Bidder’s industry references of executing similar projects. Project details along with scope work & Customer POC details should be provided.			
4	Bidder has to produce Authorization dealer, partner, etc Certificate of the principal/manufacturer for Pakistan as per section 9 of this bidding document. Tier-1 and Tier-2 partners only.			
5	Bidder shall be authorized warranty provider on behalf of manufacturer. Documentary proof required.			
6	Minimum three (03) years of relevant experience.			
7	Presence (Office/Service center) at Islamabad/ Rawalpindi			
8	Affidavit on <b>Legal Paper</b> to the effect that the firm has not been black listed by any government/semi government/autonomous body or company.			
Part B) General Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Detail of Offices	10		Address and phone numbers of the Offices / Service Center. Two and half (2.5) marks for each provincial Headquarter.
2	Warranty, Support and Maintenance services Plan	20		20 marks for Support within 02 hrs 15 marks for Support within 04 hrs 10 marks for Support within 08 hrs
3	Total strength of relevant Technical Staff at <b>Rawalpindi / Islamabad</b> (List shall be attached with name, designation, qualification and related experience).	20		20 marks if Bidder has Seven (07) or more relevant technical staff in Islamabad / Rawalpindi
				15 marks if Bidder has two (05) or more relevant technical staff in Islamabad / Rawalpindi
				10 marks if Bidder has three (03) relevant technical staff in Islamabad / Rawalpindi
4	Firm Experience (minimum three (03) years of experience required)	20		Two (02) points will be given for each year of experience beyond three years of mandatory experience
5	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.)	30		Industry references of executing similar projects. Five (05) marks per project in each of the following category (separately) i) Vulnerability Assessment solution ii) Penetration Testing Solution
Sub Total		100		
Minimum qualifying marks are 70% in above table whereas specifications of software solution i.e. Annex “B” shall be compulsory.				

**\*All supporting Documents to be attached for all relevant pages of Annex-B & C.**

## **NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT (herein after referred to as the “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_ 2020, between:

**PAKISTAN TELECOMMUNICATION AUTHORITY** (hereinafter referred to as “**Disclosing Party/Customer**”), having its office at sector F-5/1 Islamabad, which includes its employees and successors in interest and assigns.

AND

M/s \_\_\_\_\_ (hereinafter referred to as “**Recipient/Solution Provider**”), having its office at Islamabad/Rawalpindi, which includes its employees and successors in interest and assigns.

The Disclosing Party and Recipient are hereinafter referred to collectively as the “**Parties**” and individually as the “**Party**”.

**WHEREAS**, the parties agree to enter into a confidential relationship in order to prevent unauthorized Confidential Information with respect to certain proprietary and confidential information (“**Confidential Information**”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material which is non-public, confidential or proprietary in nature, utilized through services provided by the Solution provider.

### **2. Obligations of Recipient.**

- 2.1 Solution Provider/Recipient shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Customer/ Disclosing Party.
- 2.2 Recipient shall carefully restrict access to Confidential Information to the employees, contractors and third parties as is reasonably required.
- 2.3 Recipient 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.
- 2.4 Recipient 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.
- 2.5 The Recipient agrees that it will take all reasonable steps to protect the secrecy of Confidential Information and avoid disclosure, publication, or dissemination of Confidential Information or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons, using the same standard of care and discretion that the Recipient uses to protect its own confidential information.
- 2.6 The Recipient shall not use the Confidential Information for purposes of unfair or improper competition and shall not copy, alter, modify, disassemble, or decompile any of the materials, software code or other tangible items that embody the Confidential Information. The Recipient shall not copy or permit copying of the Confidential Information except as permitted in writing by the Disclosing Party.

- 2.7 The Recipient agrees to immediately advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which the Recipient may become aware.

### **3. Intellectual Property Rights**

- a. The Confidential Information will remain the sole property of the Disclosing Party. Neither this Agreement nor any disclosure of information hereunder grants the Recipient any rights, title, or license under any trademark, copyright, or patent now or hereafter owned or controlled by the Disclosing Party. The Recipient further agrees that the Disclosing Party will be the sole owner of all rights, title and interest, including all copyrights, patents, trade secrets and other intellectual property rights relating to any designs, documents, inventions, discoveries or copyrightable material, that are made, conceived or reduced to practice based on the Disclosing Party's Confidential Information. The Recipient agrees to assign all such rights to the Disclosing Party and execute any documents requested by the Disclosing Party to secure such rights in the Disclosing Party.
- b. Neither this Agreement nor any disclosure of information hereunder grants the Recipient any rights in or to the Disclosing Party's Confidential Information, except the limited right to review Confidential Information solely for the Purpose.

### **4. Agreement Term**

The term of this Agreement is for a period of three years from the Effective Date, unless terminated by Disclosing Party giving the Recipient thirty (30) calendar days' prior written notice of termination. The confidentiality obligations with respect to the Confidential Information disclosed herein shall terminate fifteen (15) years after termination of the Agreement. Additionally, this Agreement shall govern any Confidential Information concerning the Purpose disclosed prior to the Effective Date.

### **5. Governing Law and Arbitration**

The validity, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of Pakistan.

Any and all dispute arising out of this Agreement between the Parties that the Parties fail to resolve by mutual agreement shall be referred to Authority/PTA and/or authorized officer (s) by the Authority/PTA and their decision will be binding on all.

### **6. Remedies**

The Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to the Recipient in reliance upon the Recipient's agreements contained herein, and the Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by the Recipient or any of its officers, directors, employees, consultants, or affiliates.

The Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and the Disclosing Party's business, and the Parties expressly agree that monetary damages would be inadequate compensation for any breach of any covenant or agreement set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party. The Recipient agrees that the Disclosing Party shall be entitled to obtain equitable relief including injunction and specific performance in the event of any breach, threatened breach, or intended breach of the Agreement by the Recipient or the continuation of any such breach, without the necessity of proving actual damages or of posting any bond or undertaking. However, these remedies hereinabove mentioned will not be the exclusive remedies for any breach of the Agreement but will be in addition to all other remedies available at law, in equity or otherwise.

**7. Miscellaneous**

- a. This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the Disclosing Party.
- b. This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written representations and understandings with respect to the subject matter.
- c. Any failure or delay by either Party to enforce any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver of its rights.
- d. This Agreement may be amended or modified only in writing, signed by the Parties.
- e. The Parties agree that each Party is an independent contractor and that this Agreement will not be construed as a teaming agreement, joint venture, partnership or other business relationship.
- f. Recipient shall indemnify, and hold harmless, Disclosing Party, its employees and officers, and affiliates against any claims, damages, loss, fees and charges (including attorney fees) that the Disclosing Party, its employees and officers, and affiliates may suffer as a result of a breach of this Agreement by the Recipient.

**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 Solution Provider**

**Official Seal**

**Official Seal**

**Witness1** \_\_\_\_\_ **Witness2** \_\_\_\_\_

**SERVICE LEVEL AGREEMENT**

**Annex-E**

*This Agreement is made at this \_\_\_\_\_ day of \_\_\_\_\_ 2020*

**BETWEEN**

M/s \_\_\_\_\_ incorporated in Pakistan under the Bidders Ordinance, 1984 and having its registered office at \_\_\_\_\_ Islamabad/Rawalpindi, through its authorized representative \_\_\_\_\_, (hereafter referred to as “**Solution Provider**”, which expression shall include wherever the term is expressed, its successors-in-interest and assigns of the One Part),

**AND**

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

**WHEREAS** the customer invited bids for procurement of Security Solution at customer’s headquarter at F-5/1 Islamabad and has accepted the quotation submitted by the Solution Provider for rendering the services in the sum of PKR. \_\_\_\_\_/- inclusive of tax (hereinafter called “the Charges”), for a **period of \_\_\_\_\_ years extendable with the written consent of the both the parties** on the terms and conditions mutually agreed by them.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

Solution Provider will provide the complete services as per the quoted charges and in-accordance with the terms and conditions of this agreement. The Solution Provider will supply, install, Implement, Integrate, Configure, provide the support and Training of the Security Solution with 03 years License at the customer’s Headquarters F-5/1, Islamabad. In consideration of the charges to be paid by the customer, the Solution Provider hereby covenants to provide the Services and remedy defects therein in conformity in all respect with the provision of this agreement.

Following will be the standard penalties schedule that will be imposed on the **Total Retention money as per section 4 (e)**. The penalty on problem escalation response time at H.Qs will be calculated as per the tariff below (Rates quoted by successful bidder), which is the integral part of this contract.

<b>Response time of Escalation</b>	<b>Penalty Percentage</b>
Within 06 Hours	<i>No Penalty</i>
Within 06-12 Hours	<i>05 % of Retention Money</i>
Within 12-18 Hours	<i>10 % of Retention Money</i>
Within 18-24 Hours	<i>20 % of Retention Money</i>
Within 24-36 Hours	<i>30 % of Retention Money</i>
Within 36-48 Hours	<i>40 % of Retention Money</i>
Within 48-72 Hours	<i>50 % of Retention Money</i>
Greater than 72 hours	<i>100 % of Retention Money</i>

### **1. Blacklisting**

In case of repeated delay from the solution provider, PTA will have the right to proceed for the blacklisting of the service provider.

### **2. Confidential information:**

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

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

- a. Duration of this agreement will be for a period of **three years**, which can be extended with the written mutual consent of both the parties, from the effective date of this agreement.
- b. Either party may terminate this agreement at any time before the expiry period of this agreement by providing three months prior written notice to the other party.



- c. The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.

#### **4. Customer's Responsibilities**

- a. The CUSTOMER shall protect the secrecy of the IDs/Passwords assigned to the CUSTOMER during the period of agreement and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any unauthorized person.
- b. Use commercially reasonable endeavours to prevent the introduction of any computer virus into the Internet or Solution Provider computer systems.
- c. Not use the services for any unlawful purposes.
- d. Not infringe any copyright or intellectual property rights
- e. Comply with all notices, if deem appropriate, issued by Solution Provider regarding the use of the Services.

#### **5. Solution Provider Responsibilities**

- a. Solution Provider shall protect the secrecy of the IDs /Passwords assigned **to the CUSTOMER at all times and** shall ensure that the same is not revealed or disclose in any manner whatsoever to any person or person whosoever.
- b. Solution Provider shall not cause any harm to customer's network.
- c. Solution Provider shall not attempt to gain unauthorized access to any computer system or to any private/confidential information or resource without the prior approval of the owners or holder of information or resource.
- d. Not persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience to any person whomsoever.
- e. Comply with Pakistan Telecommunication (Re-organization) Act,1996, rules, regulations, policies issued by the Government of Pakistan & Pakistan Telecommunication Authority from time to time.

## **6. Indemnity**

CUSTOMER and Solution 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 wilful misconduct of the indemnifying party in connection with the use or provision, as applicable of the Service by the indemnifying party.

## **7. Disclaimer**

The \_\_\_\_\_, Solution Provider shall exercise care and due diligence however shall be liable for any loss of information/data howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise excluding its negligence for any reason whatsoever, or for the contents, accuracy or quality of information available, received or transmitted through the Services.

## **8. Security**

Solution Provider is responsible for the security of the customer's information. However, Solution Provider will be liable for any loss of data or information or security issues to the extent of the solution and also will ensure to take preventive measures except those circumstances which are beyond its control. A separate Non-disclosure agreement (Annex-D) will be signed for Confidential Information clause.

## **9. Conflict of Interest**

The Solution Provider represents and warrants the following:

No Current or Prior Conflict of Interest. That Solution Provider has no business, professional, personal, or other interest, including, but not limited to, the representation of other customers, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Solution Provider shall immediately inform the Customer in writing of such conflict.

Termination for Material Conflict. If, in the reasonable judgment of the Customer, such conflict poses a material conflict to and with the performance of Solution Provider's obligations under this Agreement, then the Customer may terminate the Agreement immediately upon written notice to Solution Provider; such termination of the Agreement shall be effective upon the receipt of such notice by Solution Provider.

**10. Customer Support**

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

**11. Force Majeure**

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

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

**17. Applicable Law**

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

**18. 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.

**19. Disputes settlement**

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

In case the Parties fail to resolve by mutual agreement shall be referred to Authority/PTA and/or authorized officer (s) by the Authority/PTA and their decision will be binding on all.

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 \_\_\_\_\_ (Solution Provider)

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

Title \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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

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

Title \_\_\_\_\_