



INVITATION TO BID

For the Procurement of Ethernet LAN access POH / POE+ Switches and Digital KVM Switch

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

S. NO.	DESCRIPTION	QUANTITY
	ETHERNET POH / POE+ LAN ACCESS SWITCHES	
	48 port IEEE 802.3bt POH/POE+ Branded Switches, 8X10G SFP+ uplink Ports, 1 X Serial Console (RJ 45) port. Dual power supply. 1400 Watt	5
	10G SFP + (Transceivers) OEM Multimode (same Brand)	10
	10G SFP + (Transceivers) OEM Single mode (same Brand)	04
	Branded Patch Panels 48 Port Cat6 with POE+ and POH support	05
	Branded Imported Sliding Network 12U Racks	05
A	Multi-mode Fiber patch cords LC/LC (Duplex) 50 meter or above. (Branded)	12
	Branded Server Rack 600X1000mm with 2 X 48 port patch panels, 4X patch panel managers	01
	Warranty and Support	03 years (24 X 7)
	Separate Hardware Required	
B	Digital 16 Port KVM with 18.5'or 19' LED KMM with 16 X Servers connectivity cables with KVM over IP functionality (1x 16 port KVM, 1 X 18.5' or 19' LED KMM with rack mountable Sliding Folding Tray. (Complete Solution)	01
	Warranty and Support	3 years (24 X7)

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/- (in shape of pay order / bank draft, in favor of PTA). Bidding documents can 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 on or before **16th December 2019** by **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

Muhammad Salman Zafar, Director (ICT)
PTA Headquarters, F-5/1, Islamabad.
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"Say No to Drugs"





BIDDING DOCUMENTS

Sealed bids are invited from well reputed dealers/suppliers/distributors/partners registered with Sales Tax and Income Tax Department having valid certificate from Original Equipment Manufacturers (OEM) for the Supply of POH /POE+ Ethernet LAN Access Switches, as per detail below:

S.No./Category	Description	Quantity
	ETHERNET POH / POE+ LAN ACCESS SWITCHES	
A	48 port IEEE 802.3bt POH/POE+ Branded Switches, 8X10G SFP+ uplink Ports,1 X Serial Console (RJ 45) port. Dual power supply.1400 Watt or above	5
	10G SFP + (Transceivers) OEM Multimode (same Brand)	10
	10G SFP + (Transceivers) OEM Single mode (same Brand)	04
	Branded Patch Panels 48 Port Cat6 with POE+ and POH support	05
	Branded Imported Sliding Network 12U Racks	05
	Multi-mode Fiber patch cords LC/LC (Duplex) 50 meter or above. (Branded)	12
	Branded Server Rack 600X1000mm with 2 X 48 port patch panels, 4X patch panel managers etc	01
	Warranty and Support	03 years (24 X 7)
	Separate Hardware Required	
B	Digital 16 Port KVM with 18.5' or 19' LED KMM with 16 X Servers connectivity cables with KVM over IP functionality (1x 16 port KVM, 1 X 18.5' or 19' LED KMM with rack mountable Sliding Folding Tray. (Complete Solution)	01
	Warranty and Support	3 year (24 X7)

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

Terms and Conditions

1. GENERAL INFORMATION:

- a. Bidding documents, duly completed in all respects, will be received on or before **16th December, 2019** up to **1030 AM**. The submission and evaluation of bids will be carried out under the *"Single Stage Two Envelop Procedure"*. Technical bids will be opened by

Technical Evaluation Committee, at PTA HQs on the same day at **1100 AM**, in presence of bidder's representative, who may choose to attend.

- b. Bid 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 the date, time and venue for the opening of financial bids. Financial bids of technically disqualified bidders will be returned un-opened.
- c. Bids should be sent at the address of Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- d. Bidder shall quote only single option, bids with multiple options will be rejected without any right of appeal.
- e. Annex-A, Annex-B, Annex-C and Annex-D are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
 - i. Annex-A consists of mandatory requirements for bidder(s)
 - ii. Annex-B consists of technical capabilities of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 70%
 - iii. Annex-C consists of technical evaluation of the product and bidder(s) may quote higher specs, however, quoting lower specs shall disqualify the bidder
 - iv. Annex-D, comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly, in the financial proposal in both figures and words without any ambiguity.
 - v. The bidder must be current dealers/suppliers/distributors/partners of the principal manufacturer.
 - vi. Draft agreement is also part of the Bid documents.

2. 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 _____

3. EVALUATION CRITERIA

- a. The bidder should quote its rates clearly in the Financial Proposal in both figures and words.
- b. Category A and Category B are independent of each other and a bidder can participate for category A or B or for both categories, however, the bidder shall quote for all items of hardware category.
- c. Technical and Financial evaluation of LAN access POH/POE+ switches and Digital IP based KVM switch will be independent of Each other.
- d. 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.
- e. 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.
- f. Work will be awarded to **financially lowest evaluated bidder against each category**. 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.

4. Bid Security

- a. Bid security will be equal to 2% 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 financial proposal otherwise proposal** will not be accepted.
- b. Bid security will be forfeited if successful lowest bidder unable to deliver the Hardware with in stipulated time frame.
- c. **Bids without Bid security will be rejected without any right of appeal.**
- d. **Bid security of successful bidder will be adjusted against the 10% of retention money till warranty period.** However, Bid security of unsuccessful bidders will be returned after award of supply order to successful bidder.

- e. In case of cancelation of Supply Order due to default of the supplier, the Bid security shall be forfeited in favor of PTA.
- f. **Retention money** equal to 10% of total bid amount will be submitted at the time of the hardware delivery, Retention money will be kept against warranty and support and will only be released after completion of warranty period and on issuance of performance certificate from two ICT officers one of which should be the responsible IT Officer and the other should be officer in charge.
- g. Retention Money 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 Switches.
- h. Retention money shall be submitted in shape of pay order / demand draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad.
- i. Retention money will be submitted at the time of the delivery of the hardware, Hardware without retention money will not be accepted.

5. **PRICES**

- a. **The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-D.**
- b. The rates quoted shall remain valid for 90 days from the date of bid opening.
- 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 i.e. GST etc.
- e. PTA will bear no transportation/carriage charges.

6. **PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of software and Hardware mentioned in this bidding document.
- b. Payment shall be made on provision of invoice/bill, after installation and configuration of the POH/POE+ LAN Switches, Switch Racks, Cable Managers and IP based Digital KVM switch at PTA Headquarters and issuance of satisfactory completion/stock verification/physical inspection certificate by ICT directorate and 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).

7. HARDWARE

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

8. DELIVERY/COMPLETION PERIOD

- a. All components of the tender shall be delivered within (10) weeks' time after issuance of work order.
- b. Completion time of the projects shall be eight (08) weeks after delivery at H/Qs F-5/1, Islamabad with provision of support mentioned in **section 10**.

9. DEALER/SUPPLIER/PARTNER

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

10. WARRANTY/SUPPORT

- a. For Supply and Installation of Ethernet POH/POE+ Access Switches and all other components: Successful bidder will be responsible for three years' warranty and onsite support for three years (24X7).
- b. For Supply and Installation of Digital KVM switch and all other components: Successful bidder will be responsible for three years' warranty and onsite support for 3 years (24X7).

11. PENALTY

- a) If the supplier fails to deliver within due time mentioned in the work order, then a penalty of 01% per week of the total value of work Order will be charged up to a maximum of four (04) weeks (Days less than six will be considered as one week). Thereafter, supply order will stand cancelled and Bid security will be forfeited.
- b) If the supplier fails to install/configure provided hardware/software within due time mentioned in clause 8(b) of the is document, then a penalty of 01% per week of the retention money will be charged up to a maximum of four (04) weeks (Days less than six

will be considered as one week). Thereafter, retention money will be forfeited in favor of PTA.

- c) If the supplier fails to provide warranty / support as per certificate provided as per Annex-B (clause 3) of the bidding document, then a penalty of 01% per week of the retention money will be charged.
- d) In case of non-satisfactory performance by the supplier during the warranty period, PTA reserve the right to forfeit the retention money in favor of PTA.

12. 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.

- 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 and bidder is not is Active payer List of FBR.
- e. Service centre of the quoted brand is not in Islamabad/Rawalpindi.
- f. Bidder do not have "Valid" certificate from manufacturer.
- g. Bidder quoted multiple options, referring **section 1 (d)**.
- h. Affidavit on **Judicial Paper** to the effect that the firm has not been black listed by any government/semi government/autonomous body or company isn't submitted with technical proposal.
- i. Warranty/Replacement certificate both on Judicial Paper and vendor letter head for three years.

13. 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. (Yes/No)
(cheques are not acceptable)
- b. Relevant documents are attached as per Annexures (Yes/No)
- c. List of such projects handled with copies of supply order. (Yes/No)
- d. Affidavit on judicial paper for not been black listed. (Yes/No)
- e. Specification and other requirements are met. (Yes/No)

f. Service centre of the quoted brand is in Islamabad/Rawalpindi (Yes/No)

Muhammad Salman Zafar
Director (ICT)

Part A) Mandatory Requirements *	
1	Firm has to produce Sales Tax and Income Tax Registration.
2	Minimum three years of relevant experience.
3	Sales and Service Center of the vendor must be in Islamabad / Rawalpindi.
4	Vendor status should be "Active" in Tax Payers List
5	Affidavit on Judicial Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body or company
6.	Non-quoting International Branded items for any of the above hardware item will lead to disqualification.
7.	Firm has to produce valid Authorization dealer and partner Certificate of the principal/manufacturer for Pakistan
8.	Minimum three supply orders for POH / POE+ LAN access Switches

Bidders not fulfilling the above mentioned Mandatory requirements will stand disqualified

Technical Capabilities of Bidder- Part-B

Annex-B

Part B) General Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Detail of Offices	10		Firm has sales and services offices at four (4) provincial headquarters. Two and half (2.5) points for each p.h.q.
2	Spare Parts Availability	10		Firm has Spare Parts of the quoted model Depot/facility at Islamabad / Rawalpindi.
3	Replacement time for faulty parts under warranty equipment/parts (Certificate has to be produced) (Clause 11(c) referred)	15	15	Next Business Day
4	Total strength of relevant Technical Staff at Rawalpindi / Islamabad (List shall be attached with name, designation, qualification and related experience).	20	20	Firm has ten(10) or more relevant technical staff in Islamabad / Rawalpindi.
			15	Firm has more than seven (7) or more up to nine (9) relevant technical staff in Islamabad / Rawalpindi
			5	Firm has five (5) or more upto six(6) relevant technical staff in Islamabad / Rawalpindi
5	Firm Experience (minimum three years' experience required)	20		(4) points will be given for each year of experience, beyond 3 years of mandatory requirement.
6	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.)	25		Five points will be awarded for each project of same nature on provision of supply order/certificate i. Supply of (3) or above Switches in Single Supply Order. Max Five Supply orders, Minimum (3) ii. Supply of (1) KVM switch in Single Supply order, minimum (1) Supply order
Sub Total		100		
<i>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.</i>				

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(To be included in Technical Proposal-Mandatory Requirements)

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48 Ports PoE+, SWITCH , 8x SFP/SFP+ uplink Ports (minimum) (Qty = 05) with 10 G SFP+ transceivers ,Racks etc		
S. No	Requirement	Compliance
1	16 x 2.5Gbps PoH, 802.3bt ready ports + 32×1Gbps PoE+ ports. or 24 x 2.5Gbps PoH, 802.3bt ready ports + 24 ×1Gbps PoE+ ports. and 8x10Gbps SFP+ (Should be enabled including license).	

2	Out of Band Ethernet Port 10/100/1000Mbps RJ45, Console Port RJ45 to USB, File Transfer USB Port.	
3	Switch should support 300Gbps Capacity or Higher.	
4	Forwarding Capacity 220Mpps or Higher	
5	Switch must be POH and POE+ support 1480 Watt Power Budget.(Dual power Supply)	
6	Switch must support and include Dual hot-swappable redundant power supply and hot-swappable redundant fans.	
7	1 GB RAM or higher	
8	2GB Flash or higher	
9	4MB Packet Buffer higher	
10	Switch support following layer 2 feature	
11	16k MAC address entries, 4K Active VLAN Support, Spanning Tree Protocols (IEEE 802.1D, IEEE 802.1W and IEEE 802.1S), 802.1Q tunneling Q-in-Q, IGMP Snooping (v1/v2/v3)	
12	Switch must have the following Basic layer 3 feature IPv4 and IPv6 static routes, SVI, RIP v1/v2, RIPng, Policy based routing	
13	802.1X Accounting, DHCP snooping, Dynamic ARP inspection, RADIUS/TACACS/TACACS+, Change of Authorization (CoA), DDoS attacks Protection and Advanced Encryption Standard with SSHv2	
14	Web Management (HTTP/HTTPS), Virtual Cable Tester, USB file management and storage, Out-of-band Ethernet Management, DHCP Server and DHCP Relay and Multiple Syslog Servers	
15	Should support 10 Switch Per Stack at Minimum Distance of 3 Km Capable	
16	Minimum 450Gbps of Aggregating Stacked Option or Higher.	
17	Open Flow 1.3 Support for Future Integration with SDN Controller	
18	Should support Hybrid Port Mode on all the Switch Ports or native vlan	
19	ISSU (In Service Software Update) must support in normal mode and open flow as well.	
20	Switches must be readily integrable with already operational Network to safe guard the investment	
21	3 Year support must be included in Switch, support includes Advanced Hardware Replacement (Next Business Day) Software upgrades and support	

Any inferior Specifications will be rejected

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

TECHNICAL EVALUATION-PART-C

Annex-C

(To be included in Technical Proposal-Mandatory Requirements)

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Detailed Specifications of 16 ports Digital IP KVM console Switch with Integrated LED console KMM solution (Same Brand) with server interface connectivity cables complete solution (Qty =1)		
S.No.	Feature	Requirements
1.	LED Condole Display Type	19" TFT or above

2.	LED Foldable Screen	Yes
3.	LED Back Lighting	Active Matrix TFT LCD with LED backlight unit
4.	Multi-Platform	Supports DVI-D, VGA, USB and/or PS/2
5.	Multiple Windows support	Yes
06.	Auto Power on/off	Yes @ 20 degree angle
07.	Operating system Support	Windows, Linux and other operating systems
08.	Resolution	1280x1024 @75 Hz or above, 16.7 Million colors, 4:3 screen aspect ratio
09.	Sliding Rail and mounting kit for LED	Yes
10.	Shock & Vibration	10G acceleration, peak to peak (11 ms); 1-200 Hz, 1.15 Grms random vibration
KVM over IP		
11.	KVM-over-IP Characteristics	Hi-performance, Flexible, web-based IP access from PC/Laptop and remote
12.	KVM-over-IP user	2 or above, 1 remote user, 1 local port for use at the rack
13.	Local Users	8 users per channel can access and control unique target server
14.	Permission and Configuration	User-configurable TCP ports, Configurable user and group permissions, Supports strong password protection
15.	Authentication	Local or centralized authentication via LDAP, AD, and RSA SecurID via RADIUS.
16.	Security	Smart card / CAC authentication – local and remote Uses FIPS 140-2-certified cryptographic module 256-bit AES encryption Utilize existing digital security certificates
17.	Scalable	up to 1,024 servers
18.	Support for Dell, HP, Cisco, and IBM blade servers	Yes
19.	Access level and Control	Java Free, BIOS level access remote access and control
20.	Chassis or form factor	1 U full width, rack mountable
21.	Remote Connection Network	Dual 10/100/1000 gigabit Ethernet access; dual-stack: IPv4 and IPv6 DB9(F) DTE
22.	Modem Port	TCP/IP, HTTP, HTTPS, UDP, RADIUS, SNTP, DHCP, PAP, CHAP, LDAP, SNMP v2 and v3

23.	Ports	16 UTP cabling (Cat5/5e/6)
24.	Switch access	Dual 10/100/1000 Ethernet Access, 3 local USB port for Keyboard/Mouse,DVI-D Port Video and Modem Port
25.	Device access	USB CIM for: OS, virtual media, Smartcard/CAC, Audio, Absolute Mouse Synchronization
26.	Serial Device access	DSAM-4 or DSAM-2 (as per serial devices)
27.	Video Support	PC text mode: 640x350, 640x480, 720x400 PC graphic mode: 640x480, 800x600, 1024x768, 1152x864, 1280x1024, 1440x900, 1680x1050, 1600x1200, 1920x1080, 1920x1200 Sun video mode: 1024x768, 1152x864, 1152x900, 1280x1024
28.	Redundant Ethernet access	Yes
29.	Warranty	Three years warranty with support and updates

Any inferior specifications of the Digital IP KVM console Switch with LED console (KMM) will be rejected

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

Financial Proposal (Bid Format) POE+ LAN Switches (with 3 years warranty)

Date _____

Company Name _____

Required Specification	Quoted Specification (With Brand Name)	Unit Price Inclusive of Applicable Taxes	Qty	Total Price Inclusive of Applicable Taxes
48 port IEEE 802.3bt POH, POE+ Branded Switches, 8X10G SFP+ uplink Ports,1 X Serial Console (RJ 45) port. Dual power supply.1400Watt			5	
10G SFP + (Transceivers) OEM Multimode (same Brand)			10	
10G SFP + (Transceivers) OEM Single mode (same Brand)			04	
Branded Patch Panels 48 Port Cat6 with POE+ and POH support			05	
Branded Imported Sliding Network Rack 12U Racks			05	
Multi-mode Fiber patch cords LC/LC (Duplex) 30 meter or above. (Branded)			12	
Branded Server Rack 600X1000mm with 2X 48 port patch panels, 4X patch panel managers			01	

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

Any inferior specifications will be rejected

FINANCIAL PROPOSAL not accompanied with Bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

Financial Proposal (Bid Format) KVM Switch (with 3 years' warranty)

Date _____

Company Name _____

Required Specification	Quoted Specification (With Brand Name)	Unit Price Inclusive of Applicable Taxes	Qty	Total Price Inclusive of Applicable Taxes
Digital 16 Port KVM with 18.5' LED KMM with 16 X Servers connectivity cables pod with KVM over IP functionality (1x 16 port KVM, 1 X 18.5' LED KMM with rack mountable Sliding Folding Tray. (Complete Solution) with pod			01	

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

Any inferior specifications will be rejected

FINANCIAL PROPOSAL not accompanied with Bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

AGREEMENT

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

THIS Supply & Service Agreement (the "Agreement") is made on this day _____ 2019;

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 & installation of **POH /POE+ LAN Access Switches** (hereinafter referred to as "**LAN Access Switches**") for its HQs Building at F-5/1, Islamabad and have them **delivered/supplied and installed and subsequently maintained** by the Supplier in accordance with the terms of this Agreement;
- B. The Supplier is a _____ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment, and has agreed to **supply, deliver, install/configure and thereafter provide maintenance services (hereinafter referred as Services)** of the **LAN Access Switches** at Client HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Supplier represent that;
 - i. It has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan and;

ii It has the requisite expertise and resources to provide top quality of requisite Services of **LAN Access Switches** 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/labour/workforce that has the requisite expertise and experience in this regard.

D. Upon the basis of the representations and warranties of the Supplier contained herein, the Client wishes to appoint the 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 _____ and complete it within projected time _____ calendar days.

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

4. Termination

- 4.1 Notwithstanding anything herein contained 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 or quality of **LAN Access / KVM Switches** (whichever is applicable).
 - 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 of Bidding documents**.
- 4.2 In case of such termination, the Supplier shall not be paid for any Services actually rendered up to the date of termination and any advance payment by the Client in respect of the Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Supplier, to the Client. The Client, shall not, because of expiration or termination of this Agreement, be liable to the Supplier for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Supplier.

5. Deliverables

- 5.1 The work should be of best quality and as per technical specifications mentioned in the Annexure C and D of Bidding documents.

6. Charges

- 6.1 All amounts paid to the Supplier as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of Services.
- 6.2 All payments to be made by the Client to the Supplier shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier.

7. Invoice

- 7.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure-D** of Bidding document. .
- 7.2 The Supplier shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Building.
- 7.3 The Supplier undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and installation Services.

7.4 The Supplier and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Supplier, its staff/employees to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by the Client at its sole discretion.

8. Confidentiality

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

9. Indemnification

The Supplier shall indemnify and hold harmless the Client, its Chairman, Directors, 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 will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

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

11. Force Majeure Event

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

11.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this

Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

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

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

12. Governing Law

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

13. Waiver

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

14. Severability

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

15. Amendment

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

16. Assignment

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

17. Annexure

Annexures A, B, C, D pertaining to i. Financial Proposal and ii. Technical Evaluation Criteria/Company Profile iii. Advertisement, iv. Tender/Bidding Documents V. Special stipulations (if any) vi. Addendum/Corrigendum (if any). These **Annexures** along with

all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

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

For and Behalf of Client.

For and on Behalf of: Supplier

By : _____

By: _____

Name: _____

Title : _____

Title :

Name : _____

Signature : _____

Signature : _____

Date : _____

Date : _____

Witnesses

1. _____

2. _____

Name _____

Name _____

CNIC _____

CNIC _____