



PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS SECTOR F-5/1, ISLAMABAD.
<https://www.pta.gov.pk>



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

INVITATION TO BID

**[FOR HIRING OF SERVICES OF A REPUTED COMPANY/
FIRM TO OPERATE AND MAINTAIN DEVICE
IDENTIFICATION REGISTRATION AND
BLOCKING SYSTEM (DIRBS) OF PTA]**

Pakistan Telecommunication Authority (PTA), a Regulatory body established as per Telecom Re-Organization Act 1996 invites sealed bids from companies/firms, registered with Income Tax and Sales Tax Departments, who are on Active Taxpayers List of the Federal Board of Revenue and are registered with Pakistan Software Export Board (PSEB) to operate and maintain Device Identification Registration and Blocking System (DIRBS) (hereinafter referred as "DIRBS") of PTA for a period of three (03) years and shall be extendable on yearly basis up till three (03) to five (05) years on mutual consent on same terms and conditions.

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 and in cash/pay order in favour of PTA). Bid documents can also be downloaded from PTA website www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at *Director Type Approval, PTA Headquarters, F/5-1, Islamabad, Pakistan* on or before **20th May, 2020 at 11:00 AM**, . Technical bids will be opened the same day at **11:30 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk.



Nauman Khalid, Director Type Approval
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"Say No to Drugs"

16x2

BIDDING DOCUMENT

Pakistan Telecommunication Authority (PTA) intends to hire services of a reputed Company / Firm (the “Bidders”) to operate and maintain Device Identification Registration and Blocking System (DIRBS) (hereinafter referred as “DIRBS”) of PTA for a period of three (03) years and shall be extendable on yearly basis up till three (03) to five (05) years on mutual consent on same terms and conditions in the manner as specified and required in the Request For Proposal (RFP) including terms and conditions of the contract. Bidders (local company/ firm or international company/ firm having presence in Pakistan) having registration with Pakistan Software Export Board (PSEB) and holding a valid National Tax Number (NTN) /General Sales Tax (GST) registration and on Active Tax Payers List of Federal Board of Revenue shall be eligible to participate in the bidding process. Bidders must have a minimum five (5) years of managed services experience as per specifications and details given in the Terms of Reference (TOR). Notices published on PTA’s & PPRA’s websites shall form a part of this bidding documents.

TERMS AND CONDITIONS

1. DATE AND TIME FOR SUBMISSION OF BIDS

Bidding documents duly completed in all respects shall be submitted on or before **20th May, 2020** up to 11:00 A.M. in the office of Director (Type Approvals), PTA HQs, F-5/1, Islamabad. The submission and evaluation of bids will be carried out as per “Single Stage Two Envelope Procedure” of Procurement Rules 2004 and other relevant regulations etc.

2. COMPANY INFORMATION

The bidder shall provide all information as per Annex E&F of this document.

3. INTEGRAL PART

- i. Term of Reference (ToR) (**Annex-“A”**)
- ii. Service Agreement (**Annex-“B”**)
- iii. Non-Disclosure Agreement (**Annex-“C”**)
- iv. All bidders have to produce all relevant supporting documents required in the Technical Evaluation Criteria to obtain marks (**Annex-“D”**)
- v. Financial Bid Form (**Annex-“E”**)

4. EVALUATION CRITERIA

- i. Bidder must meet the mandatory requirements and score at-least 70% qualifying marks in technical evaluation as per Annex-D to become eligible for financial bid evaluation.
- ii. Financial bid will be evaluated only for bidders who have qualified in the technical evaluation. However, financial bids of the disqualified bidders would be returned un-opened.
- iii. The contract will be awarded to the technically qualified bidder who has quoted the lowest financial bid.
- iv. If two or more bidders quoted the same financial bid, then the contract will be awarded to the one who has scored highest in technical evaluation.

5. BID SECURITY/RETENTION MONEY

- i. Bid Security in the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority (PTA/Client), Islamabad amounting to 2% of the total bid amount (setup cost and total operational cost) should only be attached with the Financial Proposal (*cheques will not be accepted*). Certificate regarding 2% Bid Security must be attached with **Technical Bid** to qualify for technical evaluation.
- ii. Bid Security of successful bidder will be converted to the into retention money under clause iv whereas Bid Security of unsuccessful bidders will be returned within 30 days of financial bid opening or upon signing the contract with successful bidder and commission of work thereof, whichever is earlier. .
- iii. In case of non-commissioning of services within the time frame given in work order due to default on the part of the Bidders, the Bid Security shall be forfeited in favour of PTA and work will be awarded to 2nd lowest bidder subject to the approval of the Client.
- iv. Retention money will be limited up to 10% of the bid for the assigned task(s). Bid Security i.e. 2% of the successful bidder will be converted into retention money of 10%. Remaining amount of 8% will be deposited by the successful bidder, in form of pay order in favour of PTA, within one week of the signing of the contract. The retention money will be released after the expiry of the contract period subject to satisfactory performance in accordance with terms and condition of the contract.

6. PRICES

- i. The bidder should quote its rates in PKR including all applicable Government taxes, duties, General Sales Tax etc. against all tasks, in the Financial Proposal at **Annex-E** and total prices in figures as well as in words. However, the contract shall be awarded to the technically successful bidder quoting the lowest financial bid.
- ii. The rates quoted for bid shall remain valid for six (6) months from the date of opening of **Technical Proposal**.
- iii. The Financial Bid will be inclusive of all software managed services including any new licensed software, renewal and up gradation etc. If there are any software patches, software update, change of software version or upgrading of licenses, the successful Bidder will provide free of cost services for these changes for the duration of contract. Software(s) provided with the equipment will be property of Client.
- iv. No claim on Escalation during the currency of contract will be entertained.
- v. PTA will not pay any mobilization charges in advance as the services being required is for managed services for operation and maintenance.

7. COMPLETION TIME

- i. Contract will be signed within 30 days after issuance of Client's letter of Intent to successful bidder.
- ii. DIRBS Operation, maintenance and services will be started within 30 days of signing of the contract as per the following schedule:

Delivery	Time Period
Day of Signing the Contract	t day
Requirements Analysis/Identification/Study of Contents/Existing Systems	t + 15 days
Begin Operation and maintenance of DIRBS	t + 30 days

8. AFFIDAVIT

Affidavit on Legal Paper to the effect that the bidder has never been declared blacklisted by any Government/Semi Government/Autonomous body.

9. FORCE MAJEURE

In case of any circumstances which are beyond the control of bidder as well as Client., the settled principles of Force Majeure will be applicable.

10. DISPUTE RESOLUTION

In case of any dispute or conflict between bidder and Client, after failure in informal consultation and formal negotiation, the case will be referred to Supervisory Committee of Client. If the decision of Supervisory Committee is not acceptable to the bidder, the case shall be referred to the Authority, whose decision will be final.

11. PRE-PROPOSAL BIDDER'S QUERIES

A non-mandatory pre-proposal teleconference will be held from 11:00 – 12:30 PST on **4th May, 2020** at PTA's Office. However, the bidder can also seek information through email before the deadline for the submission of bid documents. Client reserves the right to request additional information and/or clarifications from any or all bidders to this bidding documents.

12. PAYMENT TERMS & CONDITIONS

- i. Payment shall be made as per the Annex-E in consideration of provision of services by the successful Bidder as specified in Annexure-A.
- ii. All amounts paid to the successful bidder in accordance with contract shall be subject to deduction of all applicable Government of Pakistan, taxes, levies, duties, and any other deduction related thereto etc.

12.1 Payment Conditions

- i. Payment as per clause 12(ii) of this contract and Annex-E will be made on monthly basis, against on submission of invoice. Client will not pay any upfront charges; it should be part of the monthly charges.
- ii. In case of unsatisfactory services, Client shall have the right to hold the payment till the time compliance report is submitted to Client.
- iii. No advance payment/secure advance will be made against the deliverables mentioned in this bidding document and the contract.
- iv. Penalty if any will also be deducted at time of payment.

13. DISQUALIFICATIONS

Following are the disqualification conditions:

- i. Bids shall be rejected if the bidder did not fulfil any mandatory requirements as laid down in the **Annex "D"** and **Annex-"F"** of this document.
- ii. Overwriting and cutting should be avoided. In case of overwriting or cutting as the case may, bids will not be considered if these cutting / overwriting are without signature and stamp. However, no cutting / over writing in financial proposal will be acceptable.
- iii. Bid documents not submitted as per prescribed format.
- iv. If country of origin of bidder and Board of Directors are Indian or Israel national.
- v. **FINANCIAL BID** not accompanied with Bid Security will be rejected.

14. RIGHTS RESERVED

PTA reserves right(s) to cancel, accept or reject any bid, *as whole or any part*, in accordance with the Public Procurement Rules, 2004 (PPR).

Annex- A

Terms of Reference

1. INTRODUCTION

Pakistan Telecommunication Authority (PTA) intends to hire services of a reputed Company / Firm to operate and maintain Device Identification Registration and Blocking System (DIRBS) (hereinafter referred as “DIRBS”). The services shall be acquired three (03) years and shall be extendable on yearly basis up till three (03) to five (05) years on mutual consent on same terms and conditions **i.e., 365Days a year with 24x7 for operation & maintenance of DIRBS.**

2. BACKGROUND

2.1 Pursuant to clause 9.6 of the Telecom Policy, 2015 (Telecom Policy), PTA has established Mobile Device Identification Registration Blocking System (DIRBS) to comply with objectives of Telecom Policy. PTA intends to seek a company/ firm who is able to offer provide services for operations and maintenance DIRBS for smooth operation of DIRBS system for 24x7.

2.2 Client’s existing DIRBS system contains modules inclusive of:

- a) Device Registration System (DRS), Device Verification System (DVS);
- b) Local assembled and Commercial modules, USSD module for individuals/Franchisee;
- c) Android, IOS apps for DVS, connectivity with Cellular Mobile Operator(s) and FBR;
- d) Equipment Identity Register (EIR) is a database for all (International Mobile Equipment Identity) IMEI; and
- e) Central Equipment Identity Register CEIR act as a central system for all networks operators to share black listed mobile terminals so that device blacklisted in one network will not work on other networks even if the subscriber identity Module (SIM) card in the device is changed.

3. Current Status of DIRBS

DIRBS Mechanism

A centralized system, which takes inputs from GSMA, Consumers, CMO and Importer/OEMs. System algorithm analyses inputs to generate following 3 lists which are shared with CMO to implement on their respective networks

- *Exception list: consists of IMEI numbers of devices which are PTA type approved and legally imported.*
 - *Black list: consists of IMEI numbers that belong to the Stolen/Report Lost and will not be allowed Services.*
 - *Notification list: consists of IMEI numbers which do not belong to either white or black list, and for which wireless communication is allowed. Such user will require to register device as per PTA rules, regulation for continuing use of device.*
- i. At present applicant can register mobile phone IMEI through walk in Customer Service Centre/ Franchisee of mobile operators, PTA website and through USSD.
 - ii. The said system is integrated with FBR WBOC, Mobile operators etc. Through this system PTA is providing mobile device registration of IMEI for Individuals, Commercial as well as FBR detained devices, Foreign Diplomats, Local Assembled devices etc. The system also provides visibility for all to view status of a device through short code 8484, through PTA website and App store.
 - iii. This system is also connected with mobile operators for transmitting and receiving data related to functioning of DIRBS. This includes processing of exception, notification and blacklist.
 - iv. All devices reported by consumers as lost/stolen are being consolidated and same is being processed through DIRBS for implementation.

- v. The system is also capable of evaluating compliant, non-compliant mobile devices IMEI and is capable of identifying duplicated/cloned IMEI devices. The same is evaluated in DIRBS and necessary action as per regulations/ SOP is being done.

4. SCOPE OF WORK

4.1 The scope of work including but not limited to the following shall be as under:-

Task 1: Operation and Maintenance

To carry out managed services for operation and maintenance of existing DIRBS system and keeping in view the following:

- i. Provision of an Operation and maintenance of existing DIRBS system installed at designated premises by PTA for 24 x 7 x 365 Days operation.
- ii. Operational handling of Online DIRBS Portal – DRS, DVS, USSD, Web based services, local assembly, individual user, commercial users, database, security and vulnerability management of the systems etc.
- iii. Trouble shooting of DIRBS modules i.e. individual, commercial, local assembly, Foreign office, LEA etc. for smooth operation
- iv. The vendor will perform operation and provide support for keeping all the system up and running 24 X7 with no downtime.

Task 2: Debugging and Enhancements

- i. Study Client's As-Is Systems including all existing modules, services, sub-domains, IT connectivity, installed hardware, software and firewalls etc. as well as manage and operate accordingly.
- ii. Company shall propose any modifications, enhancement, functionalities, software modules, GSMA database updating, security and vulnerability analysis to Client.
- iii. Analysis and redressal of Complaint Management System received complaints related to DIRBS in close coordination with Client.
- iv. The bidder will support/develop/upkeep all development activities related to existing or new modules of DIRBS, APIs development and integration, database administration etc. and carry out necessary testing in staging environment along with Client for deployment as and when required.
- v. Suggest improvements for overall improvement of DIRBS to reduce complaints and efficiency.

Task 3: Development and Enhancement of DIRBS Core

- i. **The bidder will be responsible for design, development, updating and maintenance of DIRBS Core modules as required by Authority from time to time.**
- ii. The bidder will be responsible to expose interfaces related ad-hoc queries in DIRBS Core through available / new front-end with proper logging mechanism.
- iii. The bidder will also be responsible to communicate their input on open-source forum of DIRBS Core after necessary approvals from PTA.

Task 4: Reporting and Audit

- i. Provision of, daily, weekly, biweekly monthly and quarterly reporting, backup and recovery including logs on daily basis.
- ii. Updating and management of all reporting dashboards to provide Client with DIRBS related visibility on daily, weekly, monthly, yearly basis.
- iii. Day to day analysis of duplicated/cloned IMEI identified and formulate detection algorithms and mechanisms for the same.
- iv. Analysis of logs, security events, and audit of all user accounts on daily basis to ensure in-consistencies and disparities are eliminated.
- v. The bidder shall carry out white box and Black box security audit through third party of the system as per international standards e.g. NIST, OWASP etc. once every year.
- vi. Support in Misuse of identity of theft cases

Task 5: Data Collection, Processing and Coordination with CMOs

- i. Data Collection and its processing with all stakeholders which are as follows:
 - ii. *Data dumps from MNOs*
 - iii. *Registration List from DRS*
 - iv. *GSMA TAC database*
 - v. *Stolen List reported by PTA Enforcement Division or as per procedure in vogue*
- vi. Daily transmissions of analysed data dumps, lists etc. to CMO for blocking/unblocking or as per timelines given by Client from time to time.
- vii. Troubleshooting for issues related to connectivity with mobile operators, (Web One Custom) WBOC, USSD etc. via FTP, API etc. and resolution of same as well as liaison/escalation with concerned POCs attributed with the issue.
- viii. List sharing with MNOs
- ix. Franchisee module API access and reporting file sharing with MNOs
- x. Notification list, Exception List & Black list as well as General SMS Broadcast

Task 6: Backups and Recovery

- i. The vendor will be responsible for performing routine backup for information system including application and databases.
- ii. Monthly activity of restoring the backup data on staging environment.

4.2 For completion of above tasks, the bidder firm will take into account following:

- i. Meetings with all stakeholders in supervision of PTA to do need analysis as well as resolution of any reported issues.
- ii. To make presentation/briefing and report for information as per contract that is Annex B.

5. Deliverables

The specific deliverables as per timelines in the contract as per **Annex-“B”** are:

- a. All tasks assigned as per contract shall be reported to PTA on Daily, Weekly, Monthly, Yearly basis or as and when required.
- b. Bidder shall highlight all development needs that can optimize the existing system to Client.
- c. The bidder shall perform Operation and Maintenance (O&M) services 24x7x365 during the tenure of contract and shall have sufficient resources deputed on-site having expertise to perform these task.

6. Competency and Expertise

- 6.1 The successful bidder shall provide all the expertise to the Client to complete all deliverables. Technical proposal will be evaluated based on expertise given herein below in accordance with the criteria and manner as specified in **Annex-“D”**. The successful bidder are required to highlight competencies and expertise in following areas including but not limited to:

a) **Technical Expertise:**

- i. The company should have human resources having skills and expertise of Equipment Identification Registration (EIR) architecture, operations etc.. expertise in PHP, C++ , PHP, Python, Nginx, HA Proxy, Oracle, MS SQL, PostgreSQL, Docker, NFS Android, IOS etc., and hardware maintenance and operation, trouble shooting and optimization.
- ii. The bidder must also have in depth knowledge of third party software such as Kannel, Proxmox, Cacti, Nagios, Wazuh, ELK Stack, Jenkins, Github etc.
- iii. Experience for troubleshooting for issues related to connectivity in Telecom/ICT sector and experience of resolution of same as well as liaison/escalation.
- iv. Company shall have experience related to handling software modules, security and vulnerability analysis and provide mitigation.
- v. Providing support in optimization/ performance tuning of relevant information systems and make recommendation to Client.

7. KPI's (KEY PERFORMANCE INDICATORS)

Successful Bidder will also carry out the analysis to identify the key performance indicators, which required evaluating the DIRBS **efficiency, speed, and delivery**. These indicators should highlight both individual and overall team performance and allow Client to make data-driven decisions to improve DIRBS functions.

<i>Operations & Maintenance (O&M) and Service availability of DIRBS</i>	<i>99.9 % all the time</i>
<i>Trouble shooting and fault resolution time for any system level module, hardware, software, IT connectivity etc. with all stakeholders</i>	<i>2 hours or earlier 99.9 % to be resolved with 24 hours</i>
<i>Provision of Data analytics and customized reports extracted from DIRBS System.</i>	<i>24 Hours or earlier 72 hour max time</i>

8. PROJECT OBJECTIVES

The Project will enhance Consumer service and efficiency through the efficient processes. The Project may involve redesign of business processes, where necessary. Provide support, advice and guidelines to PTA on matters related to DIRBS.

- i. Maintain and Operate existing DIRBS system, which aligns with Client's vision and goals through related module/system.*
- ii. Provide support and recommendation for further improvements; assist in automation and simplification of back office procedures for improving the efficiency as well as performance of the system.*
- iii. To ensure efficiency, reliability, security and vulnerability checking mechanism for day-to-day operations.*

SERVICE AGREEMENT

BETWEEN

PAKISTAN TELECOMMUNICATION AUTHORITY

AND

----- (Company/Firm Name)

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Appendix-A: SOP for DIRBS

Appendix-B: Regulations for DIRBS

SERVICE AGREEMENT

This Agreement is made at Islamabad on this 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

The (insert name of company) a company incorporated under the laws ofhaving 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 Agreement requires).

WHEREAS

- a. The Client wants to hire services for operation and maintenance of **existing DIRBS system installed and deployed at**_____ .
- b. The Contractor is desirous of providing services of operation and maintenance of DIRBS system in the manner as described herein after.
- c. Consequent upon a review of the Contractor’s bid dated _____, the Contractor held negotiations with the Client thereon and reached various understandings in relation thereto as a result whereof the Contractor was issued a Letter of Intent dated _____.
- d. Pursuant to bidding process, the contractor and client has agreed to enter into this Agreement for services as described in this Agreement, upon terms and subject to the conditions herein contained.

NOW THEREFOR, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived there from, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound the Parties hereby agree as follows.

1. DEFINITIONS:

1.1 . “Acceptance” or “Approval by the Client” or any grammatical variations thereof means provisional written acceptance or provisional approval or authorization by the Client as the case may be.

1.2 “Agreement” means this Agreement between the Client and the Contractor.

1.3 “Bidder” means local company/ firm or international company/ firm submitting a bid.

1.4 “Client” means the PTA (Pakistan Telecommunication Authority) Headquarters, F-5/1, Islamabad.

1.5 “Contractor” means the successful bidder who has been awarded the contract.

1.6 “Contract Price” means the sum of Pak Rupees _____ (PKR. In words), which constitutes the only and entire consideration payable by the Client to the Contractor for the successful performance of all its obligations in accordance with the terms and conditions of this Agreement.

1.7 “Day(s)” means a day other than the gazetted holidays.

1.8 “Effective Date” means date of signing of Agreement.

1.9 “Final Acceptance Certificate” means the certificate to be issued by the Client.

1.10 “Force Majeure Event” bears the meaning ascribed thereto in clause 15_

1.11 “GOP” means the Government of the Islamic Republic of Pakistan.

1.12 “Key Personnel” means the focal personnel mentioned in clause 8.1.3 provided by the Contractor for the purposes of carrying out the services under this Agreement

- 1.13 “Laws of Pakistan”** means the federal, provincial and local laws of Pakistan, and all orders, rules, regulations, statutory regulatory orders, executive orders, decrees, judicial decisions, notifications, or other similar directives made pursuant thereto, issued by any executive, legislative, judicial, or administrative entity, as any of them may be amended from time to time.
- 1.14 “Loss”** means any and all losses, damages, liabilities, payment obligations and all related expenses (including reasonable legal fees) and expenses for remedial action/measures
- 1.15 “Party”** means either the Client or the Contractor, as the case may be.
- 1.16 “Parties”** means both Client and the Contractor.
- 1.17 “Services” for the purpose of this Agreement the terms services** mean and include the following:
- i. Agreement of maintenance and operation of Client’s existing DIRBs project
 - ii. Provision of, daily, weekly, biweekly monthly and quarterly reporting.
 - iii. The required team structure for support operation and development.
 - iv. Support for Development and Troubleshooting of DIRBS modules i.e. individual, commercial, local assembly, Foreign office, LEA etc. for smooth operation to Client.
- 1.18 “Supervisory Committee”** means the committee as agreed between the Parties and with nominations from Client and Contractor.
- 1.19 “Term”** means the term of this Agreement as specified in clause 4 of Annex - B

2. INTERPRETATION

- 2.1** The recitals and annexures to this Agreement shall form an integral and substantial part of this Agreement.
- 2.2** Headings in this Agreement are included for convenience of reference only and shall not be construed as a part of this Agreement for any other purpose.
- 2.3** The singular includes the plural and *vice versa*.
- 2.4** In carrying out its obligations and duties under this Agreement, each Party shall have an implied obligation of good faith.
- 2.5** Works, services, or any other tasks being or forming part of the Agreement described in words, when so applied, and having well known technical meanings shall be deemed to refer to such recognized meaning unless required otherwise in the context.
- 2.6. Correspondence: -**
- (a) **Addresses.** Except as otherwise expressly provided in this Agreement, all correspondence or other communications to be given or made here-under shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by reputable courier, registered mail, Acknowledgement Due, or facsimile. The addresses for general service of the Parties and their respective facsimile shall be:

If to the Client:

Attention: Director Type Approval
Mail: PTA HQs, F-5/1, Islamabad
E-mail:
Fax:

If to the Contractor:

Attention:
Mail:
E.mil:
Fax:

- (b) **Delivery.** Except as otherwise expressly provided in this Agreement, all correspondent shall be deemed delivered (i) when presented personally, (ii) if received on a Day by the receiving Party, when transmitted by facsimile to the receiving Party's facsimile number specified above, (iii) one Day after being delivered to a courier for overnight delivery, addressed to the receiving Party, at the address indicated above (or such other address as such Party may have specified by written notice delivered to the delivering Party at its address or facsimile number specified above in accordance herewith), or (iv) five (5) Days after being deposited in a regularly maintained receptacle for the Postal General Services in Pakistan, postage prepaid, registered, return receipt requested, addressed to the receiving Party, at the address indicated above (or such other address as the receiving Party may have specified by written notice delivered to the delivering Party at its address or facsimile number specified above in accordance herewith) (v) sent through e-mail with subsequent confirmation through return e-mail. All correspondence(s) sent through facsimile shall be confirmed in writing delivered personally, through courier or sent by registered mail. The return receipt of the facsimile shall be included here, but the failure to so confirm shall not void or invalidate the original correspondence if it is in fact received by the Party to which it is addressed.
- (c) **Change of Address.** Any Party may by prior notice to the other Party change the address and/or addresses to which such correspondence and communication to it are to be delivered or mailed.

2.7 The representatives of both the Parties for the purposes of this Agreement shall be the persons appointed in the following manner by each Party for its internal and external communications.

a. Client's Authorized Representative:

- i.** Client's Authorized Representative shall be the "**Focal Person**". The Client may from time to time appoint some other person as the Client's Authorized Representative in place of the person previously so appointed, and shall notify the name of such other person to the Contractor within minimum possible time;
- ii.** The Focal Person/Client's Authorized Representative shall have the authority to represent the Client on all day-to-day matters relating to performance of tasks arising out of this Agreement. All correspondence, notices, instructions, orders, certificates,

approvals and all other communications pursuant to this Agreement shall be given by the Focal Person or by an officer authorized by him in this behalf, except as otherwise provided for in this Agreement.

- iii. All correspondence, notices, information and other communications required to be given pursuant to this Agreement to the Client shall be given to the Focal Person, except as otherwise provided for the purpose of this Agreement.
- iv. The Focal Person shall issue with reasonable promptness such written clarifications or interpretations of this Agreement as he may deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement. However, if the Focal Person fails to reply within seven (07) working days, any pending approval will be deemed to be approved and the Contractor will be free to draw inference at his discretion, which inference will be binding on both the Parties.

b. Contractor's Representative

- i. Within seven (07) days of the Effective Date the Contractor shall nominate its representative and shall request the Client in writing to approve the person so nominated. The request must be accompanied by detailed curriculum vitae of the nominee, as well as a description of the Responsibilities, which the nominee would retain while performing the duties of Contractor's representative if the Client does not object to the nomination within seven days, the Contractor representative shall be deemed to have been approved if the Client objects to the nomination within seven days giving the reasons for such objections then the contractor shall nominate a replacement within fifteen days of such objection.
- ii. Subject to the specific authorities and/ or limitations (if any), the Contractor representative shall have the authority to represent the Contractor on all day-to-day matter relating to this Agreement. The Contractor's representative shall address to the Focal Person all correspondence and other communication under this Agreement.
- iii. All correspondence, notices, information and all other communication given by the Client to the Contractor under this Agreement shall be given to the Contractor's representative.
- iv. The Contractor shall not revoke the appointment of its representative without the Client's prior written consent, which shall not be unreasonably withheld. Any request for consent as aforesaid shall be accompanied by detailed curriculum vitae of the proposed substitute. Approval of substitute, in accordance with the procedure set out in this Agreement by the Client shall precede the Client's consent.
- v. The Contractor's representative and staff shall work closely with the Client's Focal Persona and its team, and act within their own authority and abide by directives issued by the Client that are consistent with the terms of this Agreement. The Contractor's representative shall be responsible for managing the activities of the Contractor's personnel so as to ensure compliance within the requirements of this Agreement.
- vi. The Client may by notice to the Contractor's object to any representative or person employed by the Contractor in the execution of this Agreement who, in the reasonable opinion of the Client is unsuitable or has behaved inappropriately. The Client shall provide evidence of the same whereupon the Contractor shall forthwith remove such person from working under this Agreement.

- vii. If any representative or person employed by the Contractor is removed in accordance with clause as stated above (2.7 (b) (vi)), the Contractor shall, where required, promptly nominate a replacement acceptable to the Client.
- viii. The Contractor's representative shall devote his whole time under this Agreement.

2.8 Relationship of the Parties. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act or be an agent or representative of, or to otherwise bind, the other Party.

2.9 No Liability for Review. No review or Approval by the Client of any agreement, documents, instrument, item, component or specifications proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had for its negligence in the preparation of such agreement, document, instrument or specifications or for its failure either to comply with any applicable Laws of Pakistan, or to satisfy the Contractor's obligations under this Agreement or shall the Client be liable to the Contractor or any other person by reason of its review and approval of any agreement, document, instrument, item, component or specifications of the Project.

2.10 Governing Laws: This Agreement and the rights and obligations hereunder shall be interpreted, construed and governed by the Laws of Pakistan.

3. DISPUTE RESOLUTIONS

3.1 Resolution by Parties

If at any time, any differences or disputes arise between the Parties under this Agreement, whether during the term of this Agreement or any renewal thereof or after the termination or expiry of this Agreement which cannot be resolved by informal negotiation or consultation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of such difference or dispute, specifying the nature and extent of the disputed points at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation.

3.2 Referral to Supervisory Committee

If the Parties are unable to resolve the matters in dispute within a period of thirty (30) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be referred to the Supervisory Committee, constituted under this Agreement with nominations from both Parties which amicably settle the dispute between parties within thirty (30) days after giving fair opportunity to each party for representation.

3.3 Referral to the Authority or Arbitration

In case the dispute stands unresolved upon final proceedings, findings and efforts of Supervisory Committee, the same will be referred to the Authority or shall be settled through arbitration by a sole arbitrator to be appointed with the mutual consent of the Parties, or in case the Parties are unable to reach agreement in this behalf, to be appointed by court. The arbitration shall be conducted under the Arbitration Act 1940 and the place shall be Islamabad, Pakistan

3.4 Notwithstanding the existence of any dispute under this clause the Contractor if possible, shall carry on performance of its obligation under this Agreement and maintain the progress schedule, unless otherwise

directed by or agreed with the Client in writing, provided that the payments for undisputed performed work will be made timely in accordance with this Agreement.

4. TERM AND EFFECTIVE DATE

- 4.1** This Agreement shall be effective from the date of signing of the Agreement and shall continue in full force and effect for a period of three (03) years and shall be extendable on yearly basis up till three (03) to five (05) on mutual consent on same terms and conditions after the signing of this Agreement from such effective date (the “Term”) unless terminated earlier or extended further in accordance with the terms and conditions hereof.
- 4.2** The Term may be varied by mutual consent of the Parties on such terms and conditions as may be mutually agreed.

5. SCOPE OF WORK

- 5.1** The Contractor shall provide the Client with services described in Annex A and B as amended from time to time by mutual agreement of the Parties, in accordance with this Agreement and the Proposal submitted including all such services.
- 5.2** The Contractor shall ensure that each milestone as per tasks assigned is achieved on or before its scheduled date. The Contractor shall also ensure that each part, item or component of the task(s) of this Agreement shall be delivered, applied, provided, installed, completed, performed, inspected, tested and/or rendered as the case may be, in accordance with the applicable specifications contained in this Agreement and the Annexures, and in a good, workmanlike manner with all equipment, materials, and software that are new and fit for their intended use, and in accordance with all material respects with sound engineering and other technical practices that are internationally recognized and acceptable.
- 5.3** In the event of the Client requiring the Contractor to perform or render services in addition to, or a change in, the Scope of Services as prescribed in Annex A and B of this agreement, the Parties shall mutually agree upon the terms and conditions subject to which any such services or change shall be provided by the Contractor and the Client will pay extra charges for the additional work as agreed between the Parties.
- 5.4** The scope of work including but not limited to the following shall be as under:-

Task 1: Operation and Maintenance

To carry out managed services for operation and maintenance of existing DIRBS system and keeping in view the following:

- i. Provision of an Operation and maintenance of existing DIRBS system installed at designated premises by PTA for 24 x 7 x 365 Days operation.
- ii. Operational handling of Online DIRBS Portal – DRS, DVS, USSD, Web based services, local assembly, individual user, commercial users, database, security and vulnerability management of the systems etc.
- iii. Trouble shooting of DIRBS modules i.e. individual, commercial, local assembly, Foreign office, LEA etc. for smooth operation

- iv. The vendor will perform operation and provide support for keeping all the system up and running 24 X7 with no downtime.

Task 2: Debugging and Enhancements

- i. Study Client's As-Is Systems including all existing modules, services, sub-domains, IT connectivity, installed hardware, software and firewalls etc. as well as manage and operate accordingly.
- ii. Company shall propose any modifications, enhancement, functionalities, software modules, GSMA database updating, security and vulnerability analysis to Client.
- iii. Analysis and Redressal of Complaint Management System received complaints related to DIRBS in close coordination with Client.
- iv. The bidder will support/develop/upkeep all development activities related to existing or new modules of DIRBS, APIs development and integration, database administration etc. and carry out necessary testing in staging environment along with Client for deployment as and when required.
- v. Suggest improvements for overall improvement of DIRBS to reduce complaints and efficiency.

Task 3: Development and Enhancement of DIRBS Core

- vi. The Contractor will be responsible for design, development, updating and maintenance of DIRBS Core modules as required by the Client from time to time.
- vii. The Contractor will be responsible to expose interfaces related ad-hoc queries in DIRBS core through available / new front-end with proper logging mechanism.
- viii. The Contractor will also be responsible to communicate their input on open-source forum of DIRBS core after necessary approvals from the Client.

Task 4: Reporting and Audit

- i. Provision of, daily, weekly, biweekly monthly and quarterly reporting, backup and recovery including logs on daily basis.
- ii. Updating and management of all reporting dashboards to provide Client with DIRBS related visibility on daily, week, monthly, yearly basis.
- iii. Daily analysis of duplicated/cloned IMEI identified along with recommendations and way forward to curb such activities.
- iv. Log analysis and audit of all user accounts on daily basis to ensure consistency and report any irregularities.
- v. The Contractor shall carry out white box and Black box security audit through third party of the system as per international standards e.g. NIST, OWASP etc. twice a year.
- vi. Support in Misuse of identity of theft cases

Task 5: Data Collection, Processing and Coordination with CMOs

- i. Data Collection and its processing with all stakeholders which are as follows:
- ii. Data dumps from MNOs
- iii. Registration List from DRS
- iv. GSMA TAC database
- v. Stolen List reported by PTA Enforcement Division or as per procedure in vogue
- vi. Daily transmissions of analysed data dumps, lists etc. to CMO for blocking/unblocking or as per timelines given by Client from time to time.
- vii. Troubleshooting for issues related to connectivity with mobile operators, (Web One Custom) WEBOC, USSD etc. via FTP, API etc. and resolution of same as well as liaison/escalation with concerned POCs attributed with the issue.
- viii. List sharing with MNOs
- ix. Franchisee module API access and reporting file sharing with MNOs
- x. Notification list, Exception List & Black list as well as General SMS Broadcast

Task 6: Backups and Recovery

- i. The Contractor will be responsible for performing routine backup of all applications and databases.
- ii. Monthly activity of restoring the backup data on staging environment.

5.5 For completion of above tasks, the Contractor will take into account following:

- i. Meetings with all stakeholders in supervision of Client to do need analysis as well as resolution of any reported issues.
- ii. To make presentation/briefing and report for information as per contract agreement that is Annex B.

6. Deliverables

The specific deliverables as per timelines in the Agreement as per Annex-B are:

- a. All tasks assigned herein above (clause 5) of the Agreement are part of deliverable and shall be reported to Client on Daily, Weekly, Monthly, Yearly basis or as and when required.
- b. The Contractor shall highlight all development needs that can optimize the existing system to the Client.
- c. The Contractor shall perform O&M services 24x7x365 during the tenure of the Agreement and shall have sufficient resources deputed on-site having expertise to perform these task.

7. KPI's (KEY PERFORMANCE INDICATORS)

- i. The Contractor shall adhere to the following KPI's:

Operations & Maintenance (O&M) and Service availability of DIRBS	99.9 % all the time
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Trouble shooting and fault resolution time for any system level module, hardware, software, IT connectivity etc. with all stakeholders	2 hours or early 99.9 % to be resolved with 24 hours
Provision of Data analytics and customized reports extracted from DIRBS System.	24 Hour or early 72 hour max time

8. STAFF ASSIGN

8.1 PERSONNEL

8.1.1 General. All services under this Agreement shall be performed by personnel having requisite knowledge and training in work of the nature to be performed by the Contractor. The Client shall have the right upon written notice to require the Contractor to remove any employee/personnel from performing services under this Agreement if the Client determines reasonably that deployment of any person is not in the interest of the project under the Agreement. However, the Client will give at least 15 days' prior notice with reasons for the removal of any such staff member. The Contractor shall forthwith replace any such employee that is so removed with a person having proper and standard qualification, experience and standing acceptable to the Client.

8.1.2 Any employee/personnel who for reasons such as retirement, resignation or termination of service ceases to be deployed by the Contractor for the purposes of this Agreement shall be forthwith replaced by the Contractor with a person of having proper and standard qualifications, experience and standing acceptable to the Client

8.1.3 Key Personnel. The following Key Personnel shall be deployed by the Contractor for the execution of the Project, who shall not, in the absence of the Client exercising its authority under Article 8.1.2 be reassigned or replaced, till such time as they have successfully completed their respective assignments/tasks to the satisfaction of the Client

- (i) System and Ops Executives
- (ii) Business Intelligence, Data Mining and Dashboard Reports

8.1.4 In addition to the Key Personnel, the other staff as approved by the Client shall assist the Key Personnel in the executions of this Agreement and shall remain available for the purposes of the agreement during the Term.

8.1.5 Team Structure for support, Operation

Following resources, minimum are to be posted at Client's Headquarters against each task:

Sr	Resources posted for O&M of DIRBS Project	Resources to be deployed
1.	Devops Engineers	4
2.	Database Administrator	1
3.	Operations support staff (24X7, 2 resources per shift of 8 hrs)	6

4.	Software Developer (PHP/Python)	3
5.	Quality Assurance Specialist	1
6.	Business Intelligence, Data Mining and Dashboard Reports	1
7.	Log/Security Analysts	2
8.	Network/System Engineer	2
Total		20

** All resources deployed at the Client's Headquarters for this project should be Pakistani nationals only.*

8.1.6. Nothing in this clause shall create any employer-employee relationship between the Client and the Contractor or the Contractor's employees, agents, consultants and the Client, and the Contractor shall be responsible for payment of all wages, salaries, fees, insurance, taxes, fringe benefits and other financial obligations or expenses (including working compensation) applicable to its employees, agents and consultants in accordance with the Laws of Pakistan.

9 CONTRACT PRICE

9.1 The Contract Price means the agreement's entire remuneration payable by the Client in accordance with the terms of this Agreement totalling an amount of Rs. **(RS. _____ only)** payable in accordance with **Annexure "E"** subject to such deductions as may be required pursuant to this Agreement or the Laws of Pakistan.

9.1.1 There shall be no change in the Contract Price or any other rates or prices under this Agreement as a result of any fluctuation whatsoever in any foreign currency – Pak Rupee parity.

9.1.2 The Contract Price covers all the obligations of the Contractor required to be performed under this Agreement relating to the provision of the Scope of Services and the successful implementation, commissioning, testing of the tasks within the scope of this Agreement and all other obligations ancillary or incidental thereto.

9.1.3 The Contractor shall make full payment of all prices, rents, royalties and other payments due to their parties so as to ensure that the Client has full and unlimited use of all such processes, products, devices, equipment, components, software etc. in accordance with the provisions of this Agreement and all such rents, royalties and other payments shall be deemed to be included within the Contract Price. Any hardware / software not included in the Contractor's Technical Proposal which includes any third party software / hardware tools will not be the responsibility of Contractor and the Client will bear the cost of such third party software etc.

9.2 PAYMENT METHOD:

9.2.1 The Contractor's request for payment shall be made to the Client in writing, accompanied by Provisional Acceptance Certificate, by the Focal Person and upon fulfilment of other obligations stipulated in this Agreement. All payments will be made in accordance with Annex "E").

- 9.2.2 Payment shall be made as per the Annex-E in consideration of provision of services by the Client to the satisfaction of the Client as specified in Annexure-A.
- 9.2.3 All amounts paid to the Contractor as per above clauses shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc.
- 9.2.4 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

9.3 Payment Conditions

- i. Payment against DIRBS operation and maintenance will be made on monthly basis, against each preceding month on submission of invoice. The Client shall not pay any upfront charges; it should be part of the monthly charges.
- ii. In case of unsatisfactory services, the Client shall have the right to hold the payment till the time compliance report is submitted to Client.
- iii. No advance payment/secure advance will be made against the supply of any item mentioned in this bidding document.
- iv. Payment will be made after deduction of applicable taxes i.e. Income Tax, GST etc. at source as per Government Rules.
- v. Penalty if any will also be deducted at time of payment.

10. TAXES AND DUTIES

10.1 Except as otherwise specifically provided in this Agreement, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor by any Public Sector Entity in connection with the Scope of Services to be rendered by the Contractor pursuant to this Agreement.

10.2 Notwithstanding the foregoing, the Client shall: -

- i. Not be responsible for the Contractor's corporate, personal or any other taxes (including, without limitation, super tax, surcharges, etc.) or those of any other employees, servants, agents of the Contractor whether on their income assets, business, turnover, or any other basis; and
- ii. Make all applicable lawful deductions and withholdings from amounts due to the Contractor from time to time and furnish to the Contractor a copy of the treasury challans of such deductions and withholdings. If the Contractor is eligible for any tax exemptions allowable under the Laws of Pakistan, those shall be obtained directly by the Contractor from the concerned authorities/agencies.

11. OBLIGATIONS AND RIGHTS

11.1 Obligations of the Client

- i. After signing of contract, the Client will provide access to its premises, existing DIRBS system and working environment i.e. sitting space, electricity.

11.2 Rights of the Client

- i. All development including software/hardware for DIRBS project shall be the exclusive property of the Client and shall be handed over on expiry of the Agreement.
- ii. The Client may require strict security procedures as and when deemed necessary to ensure data security, usage of system etc.

11.3. Obligations of the Contractor:

11.3.1 The Contractor agreed to provide:

- i Support Client in development of system and software changes to compliment any revision in regulations, SOP etc. and implement the solution accordingly;
- ii All tasks defined within this Agreement shall be performed in true letter and spirit;
- iii Operation, maintenance, testing of new modules and support services etc. shall be provided for the duration of this agreement.
- iv The Contractor shall provide a detailed transition plan 60 days prior to expiry/termination of contract. The company shall also be responsible for implementing the transition plan accordingly before exit.

12. SERVICE ASSURANCE – AVAILABILITY OF SERVICE

12.1. Fault Handling

- i. Contractor shall establish twenty-four (24) hour contact points for fault reporting.
- ii. Contractor will establish a ticketing mechanism for handling of faults and issues faced during the period of contract and provide response as per KPIs.

12.2 Maximum Response Time

- i. Maximum Response Time is defined as: Company is liable to address the complaint/fault as defined in clause 7 of KPI's of this agreement.

12.3 PLANNED MAINTENANCE SUPPORT

The terms and conditions for planned maintenance support include:

- i. The Contractor shall provide support during planned maintenance by the Client.

13. ASSIGNMENT

The Contractor shall not assign this Agreement or sub-agreement or any portion of it without the Client's written consent.

14. INDEMNIFICATION

14.1 The contractor shall be liable for and shall indemnify, defend and hold harmless its, members, officers, directors, employees from and against all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or its employees, personnel, agents or other authorized representatives in connection with the Agreement or any other agreement with the Client, (ii) arising out of or in connection with the performance of its obligations under this Agreement or any other agreement, if any, with the Client; or iii) arising out of the breach by the Contractor of any Intellectual Property Rights of third parties.

14.2 The Contractor shall further indemnify and hold harmless the Client in respect of any loss or damage caused to it on account of any representation made by the Contractor proving incorrect, in particular on account of any requisite permission not having been obtained or for breach of any warranty or otherwise.

15. FORCE MAJEURE

15.1 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. Should either Party be prevented from performing any of its obligations under this Agreement due to a Force Majeure Event, the time limit for fulfilling such obligations under this Agreement shall be extended for a reasonable period equivalent to the duration of the Force Majeure Event, if such a Force Majeure Event persists for no more than forty-five (45) days. Should, however, a circumstance of Force Majeure uninterruptedly continue for over a period of more than forty-five (45) days, either Party has the right to terminate in writing this Agreement. The Parties do however acknowledge that no circumstances of Force Majeure exist as on Effective Date.

15.2 For the purpose of this Agreement, a Force Majeure Event shall mean any event or a combination of events or circumstances that are beyond the control of the Parties' and that could not be expected or foreseen at the time of the conclusion of the Agreement; and the Parties could not reasonably have avoided or overcome it or its effects.

15.3 The Parties shall not be in breach of any of its obligations under this Agreement where failure to perform or delay in performing any obligation is due, wholly or in part, directly or indirectly, upon the occurrence of a Force Majeure Event which without limiting the generality of the foregoing, shall include each of the following events and circumstances to the extent that each satisfies the above requirements.

15.4 Act of God, act of public enemy, acts of terrorism, acts of governmental bodies or agencies foreign or domestic, political events that occur inside or directly involve Pakistan including any act of war (whether declared or undeclared), invasion, armed conflict, blockade, revolution, insurrection, civil commotion, act of terrorism and any strikes or go-slows, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, labour unrest/strikes, or labour shortages, accident, freight embargoes, delays occasioned by carriers or because of any other event beyond the control of the Contractor, for the period of time occasioned by any such occurrence.

15.5 For the purpose of the definition of a Force Majeure Event and unless otherwise provided in the

Agreement, an event or impediment shall not include lack of authorizations, of licenses, or of approvals necessary for the performance of the Agreement and to be issued by a public authority of any kind whatsoever in the country of the Party seeking relief.

15.6 A Party seeking relief shall, as soon as reasonably possible but no later than within seven (7) days after the impediment and its effects upon his ability to perform became known to it, give written notice to the other Party of such impediment and its effects on its ability to perform. A written notice shall also be given when the ground of relief ceases.

15.7 In case of a Force Majeure Event occurrence, the Focal Persons of the Parties shall meet at the earliest possible date thereafter in order to assess the impact of Force Majeure Event and agree on appropriate decisions for facing the situation at best common interest of the Parties. In the event that the Force Majeure Event continues for a period of forty-five (45) days, and no agreement is reached between the Parties for an alternative implementation process, then either Party shall be entitled to terminate this Agreement by thirty (30) days written notice. In the event of this Agreement being terminated by either Party pursuant to this Article (Force Majeure), the Agreement price payable by the Client to Contractor shall (after taking into account amounts previously paid under this Agreement) be:

- the price (as specified in this Agreement) of such parts of the Support Services, as are accepted by the Client at the date of termination; and
- the fair value of such parts of the Support Services (on the basis of Agreement prices) as are under execution but not completed at the date of termination.

16. CONFIDENTIALITY

16.1 “Confidential Information” shall mean information, data, know-how, whether technical or not, which is disclosed to the Contractor by Client, and which is related to research, technology, equipment and operational activities of the Client, which is either marked or stated to be confidential, or is by its nature and/or its name reasonably intended to be confidential.

16.2 The Contractor and its personnel, employees, agents, sub-contractors or any other persons authorised to act for and/or on behalf of the Contractor shall hold in confidence all documents and other information and data, whether technical, financial, legal or commercial, disclosed to it by the Client, orally or in writing, which is expressly marked as confidential, or shall be deemed to be confidential according to its nature, including but not limited to operational activities, secrets, know-how, patents regulatory plans, information concerning its stakeholders, information relating to its financial status and any other technical, commercial and/or financial information, either expressed in notes, letters, facsimile, memoranda, agreements, contracts, analyses, reports, minutes, documents, manuals, compilations, software code, e-mails.

16.3 Any of the above mentioned information and/or and or any other Confidential Information furnished by Client to the Contractor hereunder or in contemplation hereof shall remain the furnishing Party's property, and shall not be copied or otherwise distributed or reproduced without the prior written permission of the Client. The Contractor hereby undertakes to use the Client's Confidential Information only in accordance with the purpose of fulfilling this Agreement.

16.4 Without the Client's written consent, the Contractor shall not disclose the Confidential Information to any third party by any means, including but not limited to the following:

- i. The Clients' employees, public media, soft copy or hard copy, e-mail, mail, word of mouth, etc.
- ii. The Contractor shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information relating to the affairs of the Client (except to the extent necessary for the implementation of this Agreement).
- iii. The Contractor shall reveal the Confidential Information only to its employees or on a strictly need to know basis to whom disclosure is necessary for them to perform their duties for the purpose of this Agreement. The Contractor shall impose the above obligations of confidentiality on its employees and sub-contractors.
- iv. The Contractor hereby agrees to use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential such Confidential Information, including, without limitation:
 - a) Ensuring that such Confidential Information is disclosed only to responsible employees on a need-to-know basis and who have first been properly instructed to maintain such Confidential Information in confidence;
 - (b) Not disclosing to any third party the existence of this Agreement, the terms and conditions of this Agreement or any Confidential Information.

16.5 The foregoing obligations shall not apply, however, to any part of the Confidential Information which:

- was already lawfully obtained in good faith by the Contractor prior to receipt hereof,
- was already in the public domain or became so through no fault of the Contractor,
- was legally acquired by the Contractor from a third party having the right to convey the Confidential Information to the Contractor without any obligation of confidentiality,
- is independently and lawfully developed by the Contractor,
- is approved for release by prior written authorization of the Client,
- is obliged to be produced (after notice of by the Contractor whenever it is possible) under applicable law or any other law or regulation including any order of a court.

16.6 Subject to the provisions of the above paragraph, the Parties agree that, notwithstanding expiration or termination of this Agreement for any reason whatsoever, these obligations of confidentiality shall survive for a period of three (3) years from the expiration or termination of this Agreement.

16.7 The Contractor further agrees, that upon expiration or earlier termination, for whatever cause all Confidential Information disclosed hereunder, including any copies thereof, shall be forthwith returned to the Client within five (05) working days from the date of such termination or expiration, or if the

Client instructs the Confidential Information to be destroyed, the Contractor shall sign a declaration certifying that all related Confidential Information has been destroyed within five (05) working days thereof.

17. TERMINATION AND ITS CONSEQUENCES

17.1 Each of the following events shall be events, which if not cured within the time period permitted (if any) to cure, shall give rise to the right on part of the Client to terminate this Agreement provided, however, that no such event shall be an event of default (i) if it results from a breach by the Client of the terms and conditions of this Agreement, or (ii) if it is excused pursuant to clause 15 as a result of a Force Majeure Event:

- i. Failure of the Contractor to commence performance of its obligations under this Agreement within ten (10) working days of its becoming Effective.
- ii. The abandonment by the Contractor of any of its obligations in terms of this Agreement for more than ten (10) consecutive Days;
- iii. The assigning of part or all of the Scope of Services by the Contractor to any other Person or entity without prior consent of the Client;
- iv. Without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services being provided by the Contractor;
- v. Without assigning any reason, by giving thirty (30) days advance written notice to the Contractor.
- vi. In case of such termination, the Contractor shall only be paid for work completed up to the date of termination.
- vii. The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.
- viii. The Client has the right to cancel the contract in case of breach of non-disclosure agreement as well as any mal-practice identified during the period of contract including leakage of any information.
- ix. In case, the Contractor decides to discontinue its services, without giving an advance notice of six (06) months, will result in forfeiting of retention money in favour of Client and may also lead to blacklisting of said Contractor.
- x. Notwithstanding anything herein, the Client shall have exclusive right to terminate this Agreement

17.2 The Contractor may terminate the contract on the following grounds:

Failure of the Client to make the payment to the Contractor in accordance with Annexure A of this agreement;

17.3 Notice of Termination: Upon occurrence of an Event of Default, that is not cured within the applicable period (if any) for cure, the Client may, at its option, initiate termination of this Agreement by delivering a written notice (“Notice of Intent to Terminate”) of its intent to terminate this Agreement to the Contractor. The Notice of Intent to Terminate shall specify in reasonable

detail the Event or Default or the Force Majeure Event, as the case may be, giving rise to the Notice of Intent to Terminate.

- 17.4 Consultation:** Following the giving of a Notice of Terminate, the Parties shall consult for a period of up to thirty (30) Days, or for such longer period as the Parties may mutually agree, as to what steps shall be taken with a view to mitigating the consequences of the relevant event taking into account all prevailing circumstances. During the period following delivery of the Notice of termination, the Contractor may have opportunity to undertake efforts to cure the default, and if the default is so cured at any time prior to the delivery of a Termination Notice in accordance with the agreed upon project specification, then the Client may withdraw the termination notice upon its sole discretion, subject to its satisfaction in respect of such cured default and compensation for Loss by the Contractor.

18. SUPERVISORY COMMITTEE

A committee constituted by the Authority will supervise all DIRBS O&M services for assessment as per the agreement signed with the Contractor.

- i. Coordinator: The Client designates **Supervisory Committee** as Client's Coordinator/authorised representative; the Coordinator will be responsible for the coordination of activities essential under this Agreement, for acceptance and approval of the deliverables by the contractor and approving invoices for the payments.
- ii. For payment of the invoices, approval/verification of the coordinator shall be necessary and no payment shall be made in the absence of such approval/verification as per this agreement.

19. CONVEYANCE OF RIGHTS AND OWNERSHIP

19.1 Any software, hardware, report, drawing or other material, graphic, etc. or otherwise, prepared by the Contractor for the Client under the Agreement shall belong to and remain the property of the Client.

19.2 The Contractor will transfer, grant, convey, assign, and relinquish exclusively any and all rights, titles, and interest in and to both the tangible and the intangible property constituting the development of software, application or any product under the Agreement in perpetuity to the Client which may include but limited to the following.

19.3 Title to and possession of the updates, codes, application, or whatsoever related and documentation that constitute all copies of the software, updates, backups, application, its component parts, and all documentation relating thereto, possessed or controlled by the Contractor.

19.4 All right, title, and interest of products, software, creations, discoveries, improvements, ideas, codes, know-how and all other intellectual property under the Agreement.

20. PROHIBITED ACTIVITIES

The Contractor agrees that, during the term of this Agreement and after its termination, the contractor and any entity affiliated with the contractor shall not provide any information which he may have obtained as a result of the project as the same may be harmful to the Client .

21. Penalty Clauses

If the Contractor fails to perform the items of the Agreement within specified time due to any reason, the Contractor will be subject to the following obligations:

- i. If the Contractor fails to perform assigned task as per agreement, the Contractor shall be liable to PKR 10,000 per day to the Client for the breach (up to 30 days).
- ii. In case of disclosure of any sensitive information, the contractor involved will be liable to pay damages amounting to PKR 10 Million to the Client and the Client reserves the right to take legal action as per applicable Laws of the country, as the case may be, and the said Contractor shall be disqualified for any services to or contract with the Client in future.
- iii. Any and all remedies of the Client for defective or delayed performance or non-performance of agreement by the Contractors shall be exclusive of other remedies for such default and the exercise by the Client of any one remedy shall not constitute a waiver by the Client of any other remedy available to the Client under this agreement or the applicable laws.

22. AMENDMENT

No modification, amendment, change, revision, or discharges of the terms and conditions of this Contract, whether in whole or in part, shall have any force or effect unless set forth in writing and signed by the duly authorized representatives of both Parties hereto.

23. ANNEXURE

Bidding documents pertains to the details as per **Annexure A, B, C, D, E and F** along with all documents forms are integral part of this Agreement and has to be read and construed as such this Agreement. This Agreement and its Annexes constitute the entire agreement between the Parties. It sets forth all intended rights and obligations and supersedes any and all previous agreements correspondence and understandings between them with respect to the subject matter hereof;

25. MISCELLANEOUS

24.1 Any failure and/or delay by a Party to exercise or enforce any rights conferred under the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

24.2 Any waiver must be given in writing and signed by the Party waiving its rights. Any waiver of a Party's rights, powers or remedies under the Agreement must be in writing and must be dated and signed by an authorised representative of the Party granting such waiver and must specify the right and the extent to which it is being waived.

24.3 If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; However, the Parties shall promptly agree upon an alternative provision having an effect as similar as possible to the effect of the prohibited or invalid provision.

FOR THE PTA

Signed by _____

Official seal

Witness 1

FOR THE COMPANY/FIRM

Signed by _____

official seal

Witness 2

Non-Disclosure Agreement for Provision of DIRBS Services

This NON-DISCLOSURE AGREEMENT (NDA) is made and entered into at Islamabad, Pakistan as of 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

_____ a Company incorporated under the laws of Pakistan having its registered office at-----through its authorized representative Mr..... (hereinafter 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 Agreement requires).

WHEREAS;

1. The parties have entered into Agreement dated, (the “Agreement”) whereby, the Client may have to disclose certain non public and proprietary information in result of execution and subsequent operation of the Agreement to the Contractor,
2. The Parties are desirous to set the terms and conditions hereunder and sign this Agreement

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

- 1. 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.

- 2.
3. **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.
4. **Survival.** This Agreement shall govern all communications between the Parties. Contractor understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse 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.
5. **Governing Law.** This Agreement shall be governed in all respects in accordance with the laws of Pakistan.
6. **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).
- 7.

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

SIGNED on behalf of Client

Signed by

Official Seal

SIGNED on behalf of Contractor

Signed by

Official Seal

Witness1 _____ **Witness2** _____

Bidder/Technical Evaluation Criteria

Part A) Mandatory Requirement *				
1	Bidder has to produce Sales Tax and Income Tax Registration and must have active ATL status.			
2	Completed Annex F form along with supporting documentation			
3	SECP Registration/ Registrar of Firms Certificate.			
4	Registration with PSEB			
5	Submission of affidavit on Legal Paper to the effect that the firm has never been black listed by any Government/Semi Government/Autonomous body.			
6	Office located in Islamabad/Rawalpindi			
7	Minimum five years' experience in dealing with large scale IT infrastructure projects (Local/ International), operations and management; <i>i. The company should have human resources having skills and expertises knowledge of Equipment Identification Registration (EIR) architecture, operations etc. expertise in PHP, C++ , PHP, Python, Nginx, HA Proxy, Oracle, MS SQL, PostgreSQL, Docker, NFS Android, IOS etc., and hardware maintenance and operation, trouble shooting and optimization.</i> <i>ii. The bidder must also have indepth knowledge of third party software such as Kannel, Proxmox, Cacti, Nagios, Wazuh, ELK Stack, Jenkins, Github etc.</i>			
Part B) General Evaluation*				
S.No	Attributes	Max. Score	Points to be awarded	Criteria
1	Brief presentation / demonstration of the proposed solution	15		The presentation should demonstrate how company will handle the scope of work related to the project at PTA.
2	Company Financial Health evaluation as per Annex F	15		5 Marks for all companies with financial turn over/running finance of PKR 10 million (as per audited accounts for last completed financial year) and additional 2 marks each for additional 5 Million.
3	Detail of team resources as per agreement clause 8.1.5, having relevant qualifications, required skills, expertise as mentioned in clause 4 of scope of work. CVs of the team member to be attached that shall be deputed for said project.	30		Marking of the resources shall be carried out in accordance with required number of resources as identified under clause 8.1.5 of this document. (1.5 marks per resource)
4	Bidder must have minimum five years' experience in operations and management , software development, PHP, C++ , Python, Nginx, HA Proxy, PostgreSQL, Docker, NFS Android, IOS, Oracle etc., database design and implementation, setting up of staging environment for software code.	20		2 points will be given for each required skill. Firm has to provide certificate for having required expertise/skills and also to identify the resource having aforesaid skills and to be designated with the project.
5	Projects handled by the Bidder in the field of telecommunication related to managed services, software development, management and handling of databases (documentary proof be provided i.e. copy of work order / agreements etc.)	15		(3) points will be awarded for each assignment as defined on provision of work order/agreement.

6	Carried out application security audit (inclusive of white box and black box security audits as per international standards) and having ISO27001 certification	5		Bidder must have certification and proof of completed assignments.
Sub Total		100		
Minimum technical qualifying marks are 70% in above table. *All supporting Documents to be attached for Annex-D.				

Annex-E

The financial bid shall be submitted on separate letterhead (s) of Bidder for the financial proposal mentioning the total amount (in Pak Rupees) as per following format and text content.

A. Year wise total charges for operations and maintenance of the DIRBS (inclusive of all applicable taxes at the time of payment) as per following break-up:

B.

Sr		Per Month Charges (PKR)	Yearly Charges (PKR)
1	1st Year		
2	2nd Year		
3	3rd Year		
4	4th Year		
5	5th Year		
6	6th Year		
	Total Amount in figures and in words		

***Bid security equivalent to 2% of the total quoted bid shall be attached with financial bid.**

On behalf of

COMPANY INFORMATION

- a. Name of Company/ Firm: _____
- b. Date of Establishment of Business: _____
- c. Address: _____
- d. Telephone No: _____ Fax No. _____
- e. Name & Designation of Authorized Representative: _____
- f. Email of the Authorized Representative: _____

S#	Description	Detail
1.	Owner Name & Organizational Structure	
2.	No. of offices in Pakistan/abroad	Pakistan:
		Abroad:
3.	No. of total employees	Pakistan:
		Abroad:
4.	Audited Annual Accounts details for last 3 years	
5.	Yearly business turnover and company financial standing in form of running finance	
6.	Other businesses of the company/ firm	
7.	Nature of registration (sole proprietor, partnership, (pvt) Ltd.)	
8.	No. of litigation cases	