

POWER INFORMATION TECHNOLOGY COMPANY



TENDER DOCUMENT

FOR

ACQUISITION OF CIR REDUNDENT BANDWIDTH, IPT/ IP
VPN SERVICES & ONLINE HOSTING SPACE

TENDER NO. PITC/G-224(94)/12-2023

CONTACTS:

Phone: D.G (ISDS)

Ph: 042-99202162
042-99202211 Ext.2064, 3015

Fax: 042-99202799

ABRIDGMENT

1. Recipient:	CEO (PITC)
2. Venue:	406 – WAPDA House, Lahore.
3. Pre-Bid	25-01-2024 (11:00 A.M)
4. Closing Date& Time:	07-02-2024 (11:00 A.M)
5. Opening Date &Time:	07-02-2024 (11:30 A.M)
6. Type	Single stage One Envelope
7. Bid Money:	2% of the total value of quoted cost
8. Cost of Tender Document:	Rs. 2,000/- (Nonrefundable)

SERVICES REQUIRED

LOT-A	150 Mbps Internet Bandwidth Services CIR.
LOT-B	142 Mbps Internet Bandwidth CIR (IPT VPN Services)
LOT-C	1TB Online Hosting Space. (Control Panel with unlimited domains)

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DEFINITIONS

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by PITC.

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner / the documents notified by the Authority for preparation of bids in uniform manner.

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

"Blacklisting" means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings by PITC.

"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to PITC to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the PITC under the contract;
- (iv) where an official of the PITC engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

"Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

"Consulting Services" means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

"Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities; Sealed quotations are invited from the potential dealing firms for provisioning of bandwidth & online hosting space. Requirements are given in "Bill of Quantity".

"Contractor" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

"Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

"Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

"Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the PITC to establish prices at artificial, non-competitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Government” means the Government of Pakistan;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Notice Inviting Tender” means the notice issued by a PITC through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“PITC” means the Power Information Technology Company.

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet PITC “s requirements.

INVITATION FOR BIDS (IFB)

Power Information Technology Company (PITC) invites proposal from reputed vendors for Acquisition of 150 Mbps CIR Bandwidth, 142 Mbps Bandwidth (IPT/IP VPN Services) and 1 TB Online Hosting Space. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [8] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Public Procurement Rules, 2004 and instructions to bidders ITB given under PPRA bidding document for national competitive bidding Pakistan – procurement of goods, which can be found at <http://www.ppra.org.pk>. For the purposes of this document, any reference to the term "Act" shall mean a reference to the Public Procurement Act 2004 and any reference to the Rules shall mean a reference to the Public Procurement Rules, 2004.

This TENDER Documents includes the following Sections

- Instructions to Bidders (ITB)
- Terms and Conditions
- Schedule of Services
- Evaluation Criteria
- Evaluation Formula
- Terms of Payment
- Technical Evaluation Formula
- Scope of Work / Technical Proposal
- Financial Proposal
- Force majeure
- Annexures

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Director General ISDS

PITC, 402-WAPDA House Lahore

1 INSTRUCTIONS TO THE BIDDER (ITB)

- 1.1 Quoted rates should be included all type of charges.
- 1.2 The bidding process will be **single stage single envelope (PPRA 36(a))**. Bidders are required to submit technical and financial bids in single sealed envelope, clearly marking "Technical" and "Financial", two copies of each (marked as Original and Copy). Soft copies of bids may also be required. Firms will be evaluated on the basis of criteria as per para-7 of this tender document.
- 1.3 The bidders shall furnish 2% bid money as a part of their tenders in form of Bank Draft or Bank Guarantee in favour of CEO (PITC), WAPDA House, Lahore, to be enclosed in the envelop of financial bid.
- 1.4 Successful bidder shall deposit performance security, as described in rate contract or PO, not exceeding 10% of the value of the proposed purchase order in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of indenter. The same shall be released after expiry of warranty period.
- 1.5 Competent Authority reserves the right to accept or reject any offer or a part thereof or increase/decrease quantity to any extent without assigning any reason. The offer received incomplete or not in accordance with the conditions/specifications will not be entertained. Bid offered is likely to be ignored if: -
 - i) The tender is unsigned (all pages should be signed).
 - ii) It is received after the time and date fixed for its receipt.
 - iii) Offer is ambiguous or conditional.
 - iv) The offer is from a firm who is blacklisted by PITC, PPMC or WAPDA or any DISCO or any other government organization, or is in litigation with any government organization or is defaulter in any previous order and/or contract.
 - v) Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.
 - vi) The offer is unsolicited.
 - vii) The bid is not accompanied with full earnest money.
- 1.6 The tenders prepared by the bidders should comprise of the following documents:-
 - i) Covering letter.
 - ii) Receipt of tender document cost.
 - iii) Bid Money.
 - iv) Bill of quantities provided with tender document duly filled, signed and stamped.
 - v) All certificates as per clause 4.

2 TERMS AND CONDITIONS

- 2.1 The quoted price must be firm, final, inclusive of all taxes, transportation charges etc. in Pak Rupees.
- 2.2 The purchaser is not bound to accept the lowest offer not fulfilling the requisite criteria. The reasons for rejecting the lowest or any offer shall not necessarily be communicated.
- 2.3 Price will remain valid for at least 120 days from the date of opening of quotation.
- 2.4 If the bidder fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 2% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.

- 2.5 Quantities given in Bill of Quantity are based on rough estimate and may increase or decrease up to any extent. Successful bidder shall be bound to supply the required quantity, on the approved rates within the validity of the rates.
- 2.6 An inspection shall be carried out by representative of CEO (PITC).
- 2.7 The supplier/bidder has to arrange demonstration if asked by the O/O CEO, PITC. Services, which do not meet the technical specifications, can be rejected and the offer can be declared as technically nonresponsive.
- 2.8 **Agreement will be initially for two years at first step and extendable with mutual consent.**
- 2.9 In case of any dispute at any point, the purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms in accordance with provision of the Arbitration Act 1940.
- 2.10 Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable.
- 2.11 (i) The Purchaser may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. In such an occurrence the Purchaser shall give a not less than thirty days" written notice of termination to the Vendor:
- If the Vendor does not remedy the failure in the performance of their INTERNET Services under the Agreement, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
 - If the Vendor becomes insolvent or bankrupt;
 - If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement; and
 - If, as the result of Force Majeure, the Vendor is unable to perform the INTERNET Services for a period of not less than sixty consecutive (60) days;
- (ii) The Vendor may terminate this Agreement, by not less than thirty (60) days" written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause:
- If the Purchaser fails to pay any money due to the Vendor and agreed by the purchaser pursuant to this Agreement within the specified time;
 - If, as the result of Force Majeure, the Vendor is unable to perform the INTERNET Services for a period of not less than sixty (60) days.
- 2.12 Upon termination (or expiry) of the Agreement, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Link and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Services.
- For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Agreement, shall not be a breach of this Agreement.

3 SCHEDULE OF SERVICES

The Services, installations will be required to be completed within 15 days after the issuance of Purchase / Work Order.

4 EVALUATION CRITERIA

Bidder as a part of his bid shall provide the following depending upon applicability: -

- 4.1 A list showing the location of head office along with those of branch offices.

- 4.2 A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.
- 4.3 A list of clients to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses and Phone Numbers.
- 4.4 Description of the backbone being used by the bidder for its own internet connectivity.
- 4.5 Name of the cities throughout the country where ISP has access through local number
- 4.6 A certificate describing the guaranteed response time after a hardware or network failure when the complaint is lodged within the warranty period. The maximum expected down time should also be defined and must not be more than 2 hours. In case services remain down beyond 2 working hours, the bidder must have the demonstrated capability to replace to provide alternative services until diagnostic and removal of fault otherwise PITC reserves the right to claim against the loss so born.

5 EVALUATION FORMULA

- 5.1 Single stage one envelope procedure is opted in evaluation of the bids; the total points for technical bid evaluation are 100.
- 5.2 The bidder will be declared technically qualified if score of technical factors is 70% or more. The technical factors are defined at clause-7.
- 5.3 **The contract will be awarded to those technically qualified firm who will be financially lowest.**

6 TERMS OF PAYMENT

Payment of the equipment supplied shall be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- a) Invoice in triplicate having NTN.
- b) Services provided working satisfactory certificate.
- c) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- d) Non-payment certificate.
- e) Performance Security Receipt Certificate.

7 TECHNICAL EVALUATION FORMULA

The Technical responsiveness will be determined by evaluating the following factors.

Sr.#	Factors						Max. Score				
A	Mandatory Factors										
	Registration/Incorporation/Business Certificate and at-least three year of doing business in Pakistan/ PTA Approved										
	Valid Necessary Tax Registrations										
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-D)										
	Compliance to technical specifications of tendered goods										
	Compliance to schedule of supplies										
The service provider shall be Tier-1 operator as an ISP											
B	Bidder										
I.	Company profile						20				
	i.	Type of Company Pvt. Limited = 05 marks Partnership = 03 marks Proprietary = 02 marks				5					
	ii.	No. Of Branches in Pakistan (1 mark per branch in a city)				5					
	iii.	Age of Company (1 Marks per year)				5					
	iv.	Experience with WAPDA/PEPCO/NTDC/PITC/DISCOs				5					
II.	Financial Business: A list of clients (other than WAPDA/PEPCO) to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses, Phone Numbers. List is to be provided bifurcating in following slabs:						20				
	<input type="checkbox"/> Less than 5.0 million (7 marks) <input type="checkbox"/> 5.0 million to 7.0 million (15) <input type="checkbox"/> Above 7.0 million (20)										
III.	Qualified staff position of the firm (attach list). experience >= 03 years per person 5 points experience <= 03 years and >2 years per person 4 points experience <= 02 years and >1 years per person 3 points						30				
	S.No	Name	Post	Qualification	Total Experience	Experience with present employer					
IV.	Responsiveness of solution as per requirement. Provide details of solution provided by bidder following details must be included:(for LOT-A & LOT B) i. ISP Bandwidth Sources ii. Solution Details with diagrams iii. Backup Solution Details with auto failover along with diagrams iv. Media Details v. Equipment details at customer end & ISP end vi. Response time details in case of any failure. LOT-C Provide details of hosting solution along with control panel details.						30				
	Total										

8 SCOPE OF WORK / TECHNICAL PROPOSAL

PITC requires Internet Connection with the following specifications.

S.NO.	Description
Lot-A	<ul style="list-style-type: none"> i) 150 Mpbs CIR redundant Internet Connectivity on Fiber with unlimited downloads and traffic per month with default (128) static IP pool. ii) Dark Fiber from WAPDA House to PITC office Aiwan-e-Iqbal Complex, Edgerton Road, Lahore.
Lot-B	<p>142 mbps CIR redundant Internet Bandwidth (IPT/ IP VPN Services)</p> <ul style="list-style-type: none"> i) SEPCO-2 (3 mbps CIR) ii) SEPCO-1 (3 mbps CIR) iii) HESCO-1 (3 mbps CIR) iv) HESCO-2 (3 mbps CIR) v) PITC WAPDA HOUSE (100 mbps CIR) vi) LESCO (3 mbps CIR) vii) LESCO-1 (3 mbps CIR) viii) NPCC ISB (3 mbps CIR) ix) GEPCO-2 (3 mbps CIR) x) GEPCO-1 (3 mbps CIR) xi) MEPCO (3 mbps CIR) xii) QUETTA (QESCO) (3 mbps CIR) xiii) PESCO-1 (3 mbps CIR) xiv) PESCO-2 (3 mbps CIR) xv) FESCO (3 mbps CIR)
Lot-C	1 TB space for online services with control panel
<p>Penalty clauses: Vendor must provide min 99.5 % link availability and sign a service level agreement with the following clauses of down time. If the Down Time</p> <ol style="list-style-type: none"> 1. Equal or more than 6 hours and less than 12 hours than 1 day amount of total contract amount will be deducted. 2. Equal or more than 12 hours and less than 18 hours than 3 days amount of total contract amount will be deducted. 3. Equal or more than 18 hours and less than 24 hours than 1 week amount of total contract amount will be deducted. 4. Equal or more than 24 hours than 1 month amount of total contract amount will be deducted. 	

9 FINANCIAL PROPOSAL

The Financial Proposal shall be prepared as per Bill of Quantity, duly signed by the authorized representative of the Bidder. It should list all costs inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by PITC. Adding of any condition on the said format will not be taken in to consideration.

10 FORCE MAJEURE

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

BILL OF QUANTITY FORM

Sr.No.	SERVICE DESCRIPTION	Annual Bandwidth charges (Inclusive of all Taxes)	Installation Misc. Charges (Inclusive of all Taxes)	One Time Cost if any (Inclusive of all Taxes)	Total Cost inclusive of all Taxes
	LOT-A (Acquisition of Internet Bandwidth)				
i.	150 Mbps CIR redundant Internet Connectivity on Fiber with unlimited downloads and traffic per month with default (128) static IP pool.				
ii.	Dark Fiber from WAPDA House to PITC office Aiwan-e-Iqbal Complex, Edgerton Road, Lahore.				
	LOT-B 142 mbps CIR redundant Internet Bandwidth (IPT/ IP VPN Services)				
i.	SEPCO-2 (3 mbps CIR)				
ii.	SEPCO-1 (3 mbps CIR)				
iii.	HESCO-1 (3 mbps CIR)				
iv.	HESCO-2 (3 mbps CIR)				
v.	PITC WAPDA HOUSE (100 mbps CIR)				
vi.	LESCO (3 mbps CIR)				
vii.	LESCO-1 (3 mbps CIR)				
viii.	NPCC ISB (3 mbps CIR)				
ix.	GEPCO-2 (3 mbps CIR)				
x.	GEPCO-1 (3 mbps CIR)				
xi.	MEPCO (3 mbps CIR)				
xii.	QUETTA (QESCO) (3 mbps CIR)				
xiii.	PESCO-1 (3 mbps CIR)				
xiv.	PESCO-2 (3 mbps CIR)				
xv.	FESCO (3 mbps CIR)				
	LOT-C				
1 TB space for online services with control panel		Annual Charges (PKR) Inclusive of all taxes			

Note:

- a. Media arrangement of all types involved during installation of link will be responsibility of the bidder.
- b. ISP must have connectivity from two different sources. And must have automatic seamless switching capability without down time.
- c. A backup link of same specifications on fibre and alternate point to point wireless connectivity must be installed by ISP.
- d. Failover device will be installed by ISP at PITC premises; in case primary link goes down, then backup link automatically takes over.
- e. Two administrative (6 MB shared with unlimited downloads) links to operate the system from home after duty hours for Lot-A and Lot-B only.
- f. Bidder may participate in one or more Lots.

11 ANNEXURES

BID FORM	(Annexure “A”)
PERFORMANCE SECURITY FORM	(Annexure “B”)
AFFIDAVIT OF LEGITIMATE BIDDER	(Annexure “C”)
AGREEMENT	(Annexure “D”)

BID FORM

Tender No.....

Dated: _____, 2024

To,

Director General ISDS

PITC, 402-WAPDA House Lahore

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency_____ [total bid amount in words and figures].

We understand that all the Annexures attached hereto form part of this Bid.

We undertake, if our Bid is accepted, [to provide service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries

If our Bid is accepted, we will obtain the Bank Guarantee/Pay order in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by PITC.

We agree to abide by this Bid for a period of ninety (120) days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

We understand that you are not bound to accept the lowest or any Bid you may receive.

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 2024

[Signature] [In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature;_____

Name: _____

Address:-----

Occupation:-----

\

Performance Security Bank Guarantee

Date:

Contract Name and No.:

To:

WHEREAS _____ (hereinafter called
"Contractor") has undertaken, pursuant to Contract No. _____ dated
_____, _____ to supply _____
(hereinafter "the contract").

AND WHEREAS Acquisition of Bandwidth, IPT/ IP VPN Services. Online Hosting Space &, have been stipulated by you in the aforementioned Contract that the Contractor shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, hereinafter called the "the Guarantor"), have agreed to give the Contractor a security:

THEREFOR WE _____ hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Contractor, up to a total of RUPEES _____ and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, without cavil or argument, DEMUR OR PROTEST any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____. _____

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date

UNDERTAKING

We, [Name and Address of Bidder], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the PITC's action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender and Items are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated .

BIDDER:

Signature

CNIC #

Designation

Address

WITNESSES:

Signature_____

Signature _____

CNIC #_____

CNIC # _____

Name_____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Annexure "D"

AGREEMENT

This Agreement is made on this ____th day of _____ 2024 („Effective Date”),

Between

Power Information Technology Company having office at Room 405, Wapda House, Lahore (hereinafter called the “Purchaser”)

And

M/s _____ having its registered office

_____ (hereinafter called the „Vendor”).

(The Purchaser and the Vendor shall hereinafter also be referred to individually as a “Party” and collectively as “Parties”).

WHEREAS the Vendor is the Supplier/Service Provider of _____.

AND WHEREAS, to provision the Services, the Vendor shall provide INTERNET Services/IPT/IP VPN Services/Online Hosting Space at PITC, WAPDA House and PITC Aiwan-e-Iqbal, Lahore as per following details.

Terms & Conditions:

The Vendor shall establish INTERNET connectivity at PITC, Wapda House, Lahore and PITC Aiwan-e-Iqbal, Lahore.

1. INTERNET services must be installed and handed over within _____ weeks after the signing of this agreement at Head Office.
2. All the payment due hereunder shall be paid through pay order in favour of the Vendor.
3. Vendor must provide min 99.5 % availability of INTERNET services with the following clauses of down time in terms of the SLA.

If the Monthly Down Time

- a) Equal or more than 6 hours and less than 12 hours then 1 day amount of total contract amount will be deducted.
 - b) Equal or more than 12 hours and less than 18 hours than 3 days amount of total contract amount will be deducted.
 - c) Equal or more than 18 hours and less than 24 hours than 1 week amount of total contract amount will be deducted.
 - d) Equal or more than 24 hours then 1 month amount of total contract amount will be deducted.
4. The Vendor will provide a performance security in the form acceptable to the Bank for an amount equivalent to 10% of the total contract price. The Bank shall release the performance security after 12 months from effective date of Agreement.
 5. In case of any dispute at any point, the purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been

unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms in accordance with provision of the Arbitration Act 1940.

6. Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable.

7. (i) The Purchaser may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. In such an occurrence the Purchaser shall give a not less than thirty days" written notice of termination to the Vendor:

e. If the Vendor does not remedy the failure in the performance of their INTERNET Services under the Agreement, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

f. If the Vendor becomes insolvent or bankrupt;

g. If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement; and

h. If, as the result of Force Majeure, the Vendor is unable to perform the INTERNET Services for a period of not less than sixty consecutive (60) days;

(ii) The Vendor may terminate this Agreement, by not less than thirty (60) days" written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause:

c. If the Purchaser fails to pay any money due to the Vendor and agreed by the purchaser pursuant to this Agreement within the specified time;

d. If, as the result of Force Majeure, the Vendor is unable to perform the INTERNET Services for a period of not less than sixty (60) days.

Upon termination (or expiry) of the Agreement, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Link and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Services.

For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Agreement, shall not be a breach of this Agreement.

If any provision of this Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.

8. The term of this Agreement shall be for the period of _____ year, commencing from the date _____.

9. The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Link or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vender has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.

10. No addition or modification or variation of this Agreement shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective

duly authorized representatives of each of the Parties hereto.

11. Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to Force Majeure or the effects thereof.

12. The Vendor will not assign this Agreement to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Agreement.

Either Party may specifically waive any breach of this Agreement by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Agreement, in which event the breaching Party shall comply as directed from such time forward.

13. Any notice, request, statement, intimation, reference or other INTERNET provided for in this Agreement shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.

All notices shall only be effective on receipt.

14. Notwithstanding anything contained herein, in the event of any conflict between the Agreement and the Tender document, the Agreement shall take precedence.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Signature_____

Signature_____

CNIC #_____

CNIC #_____

Name_____

Name_____

Designation_____

Designation_____

Company Name_____

Company Name_____

Address_____

Address_____

WITNESSES:

Signature_____

Signature_____

CNIC #_____

CNIC #_____

Name_____

Name_____

Designation_____

Designation_____

Address_____

Address_____

Queries may be asked on following numbers:

- I. 0335-4445131 (muhammad.hanif@pitc.com.pk)
- II. 0335-4445293 (salman.khan@pitc.com.pk)