



Ministry of Information Technology & Telecom
Government of Pakistan



REQUEST FOR PROPOSAL

**Provision of PABX System for
National ICT R&D Fund**

ICTR&DF/PABX/ 2017-18/0015/Proc.

National ICT R&D Fund

National ICT R&D Fund, 6th Floor of HBL Tower, Blue Area, Islamabad, Pakistan.

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Checklist (Mandatory Documents required with the Proposal)

Before the bidders submit their proposals within the stipulated time mentioned in this RFP document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification.

| # | Checklist | Mark |
|----|--|------|
| 1. | Proof of Certificate of Incorporation or Registration or equivalent | |
| 2. | Proof of NTN Certificate (If Applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column) | |
| 3. | Proof of GST Certificate (If Applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column) | |
| 4. | Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>),(If applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column). | |
| 5. | Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization | |
| 6. | Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also to be mentioned. | |
| 7. | <p><u>Two separately sealed envelopes: Each envelope shall clearly bear the name "Proposal for PABX Solution"</u></p> <p>Envelope # 1: Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft Copy in CD/DVD. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form. *Additional hard copy of Technical proposal is not a mandatory requirement.</p> <p>Envelope # 2: Financial Proposal must be submitted in one hard copy and one soft copy (CD/DVD) in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p> | |
| 8. | Proof of vendor's partnership with Principal/OEM. | |

1 Definitions

In this Request for Proposal, unless the context provides otherwise:

- a.** “Bidder” means “any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- b.** “Company” means the National ICT R&D Fund Company registered under Section 42 of the Companies Ordinance, 1984, with its office at 6th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad, Pakistan.”
- c.** “Date of Issue” means “the date on which this RFP is issued by Company to solicit bids from potential bidders.”
- d.** “Scope of Work” means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- e.** “Successful Bidder” means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- f.** “PABX” means “Private Automatic Branch Exchange”.
- g.** “SNMP” means “Simple Network Management Protocol”.
- h.** “IP Phone” means “hardware that uses Voice over IP technologies for placing and transmitting telephone calls over an IP network”.

2 About National ICT R&D Fund (The Company)

The National ICT R&D Fund has been incorporated with the Securities and Exchange Commission of Pakistan (**SECP**) under Section 42 of the Companies Ordinance, 1984 by the Ministry of IT, Government of Pakistan (hereinafter referred to as “**the Company**”). The Company is mandated to research and develop of Information and Communication Technologies (**ICT**) with the vision to transform Pakistan’s economy into knowledge based economy by promoting efficient, sustainable and effective ICT initiatives through synergic development of industrial and academic resources. More details about the company are available at <http://www.ictrdf.org.pk>.

3 Overview of Proposal

National ICT R&D Fund invites proposals from qualified, registered and well reputed companies for “**Provision of PABX for National ICT R&D Fund**” as per guidelines mentioned in this RFP. All the necessary licenses, software and hardware must be proposed with the solution.

3.1 Terms of Reference

The successful bidder will deliver and install PABX Hardware as per the details mentioned in this RFP.

Scope of Work

1. Survey of location at 6th & 7th floor, HBL Tower, Blue Area Islamabad for provision of PABX Solution.
2. Provision of PABX System through single exchange with inbuilt batteries backup (or other power backup solution) and single operator console.
3. Support for 8-10 phone trunk lines with further scalability.
4. Support up to 100 IP phones.
5. 80 IP Phones as per specifications mentioned in **Annex C**.
6. Voice Mail Box, IM (Instant Messaging), Short Code SMS.
7. Web application support for remote management.
8. Three years hardware replacement warranty with onsite support.
9. Hardware installation and configuration of PABX and IP phones.
10. Call forwarding, Call hold, Call queue, Call waiting, Call routing, Conference call, HD call, Direct inward dialing (DID)/ Direct outward dialing (DOD), Dialing by name and soft phone support.
11. Phone book (LDAP), Phone provisioning, Mobile application support, and fax to e-mail.
12. Detail access and debug logs and SNMP Support.
13. Backup / Restore option.

3.2 Desired Outcomes/Deliverables

- Supply and installation of desired PABX solution hardware and software with IP Phones.
- Three years support SLA.
- Training on configuration and operations of complete solution.

3.3 Essential Eligibility Criteria

All proposals shall meet the mandatory eligibility criteria laid down in **Annex B**.

4 Standard Instructions

- a. Proposals will be accepted and evaluated using **Single Stage, Two Envelope Procedure** (separate sealed envelopes of technical and financial proposals).
- b. Final assignment award will be on the basis of combined technical and financial score in the following manner:

| PROPOSAL | WEIGHT |
|-----------------|---------------|
| Technical | 70% |
| Financial | 30% |
| TOTAL | 100% |

- c. Proposals shall be submitted in English language.
- d. The proposals shall be comprehensive, clear and elaborate. Different sections of the proposals shall be separated using color separators, flags or tags. The proposals shall be prepared without any interlineations or overwriting.
- e. Applicants may request in writing, for clarification of any of the provisions of this RFP up till 07 (seven) calendar days before the submission date. All queries may be sent to usman.tahir@ictrdf.org.pk. Responses to queries will be emailed.

- f. The Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- g. The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

PROPOSAL VALIDITY

- h. Proposals submitted should remain valid for a period of 3 months from the last date of submission of proposals.

4.1 Contract Term and Work Schedule

The contract term and work schedule set out herein represent the Company’s best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

| S# | ACTIVITY | DATES |
|-----------|--|---|
| 1 | RFP Issue Date | 07 th June 2017 |
| 2 | Deadline for addressing queries / questions | 12 th June 2017 |
| 3 | Response to queries questions related to RFP | 15 th June 2017 |
| 4 | Proposal Submission Deadline | 21 st June 2017 1100 hrs |
| 5 | Opening of Technical Proposals (in front of applicants at 6 th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad) | 21 st June 2017 1130 hrs |
| 6 | Opening of Financial Proposals (in front of applicants at 6 th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad) | Manager Procurement will communicate date & |

| | | |
|---|-------------------|--|
| | | time to technically qualified bidders |
| 7 | Award of Contract | Manager Procurement will communicate date & time qualified bidders |

5 Proposal Submission Requirements

Technical Proposals (Section B) shall be in compliance with the requirements laid down in the RFP document. The technical proposals shall include the following:

- a. A covering letter from the applicant (Form attached).
- b. Table of Contents with page numbers
- c. A detailed profile of the firm including firm's Registration Certificate, location and branches along with number of employees and a certificate of financial position of the firm.(Form B1).
- d. Details of similar assignments completed, names of clients, duration and contract value, (Form B2), etc.
- e. Details of the proposed team lead and core team members to each task that would be assigned and their timing (Form B3). Detailed CVs of proposed professional staff should be attached separately.
- f. Proposed assignment work methodology and plan. (Form B4).

6 Copyrights

All outcomes of the project (both hard and soft formats) including but not limited to study instruments; data, reports etc. will be the sole property of National ICT R&D Fund.

7 Cyber Security

The successful bidder shall comply with all applicable cyber laws in Pakistan and shall not perform any unlawful acts including but not limited to unauthorized access to IT infrastructure, information system and/or data, copying and/or transmission of organization data, interruption and/or Interception of Information system and/or data.

8 Payment Plan

The payment will be disbursed according to the following plan upon formal acceptance of the deliverable. All applicable taxes shall be deducted as per rules.

| S# | PROJECT MILESTONE | AMOUNT PAYABLE |
|----|---|----------------|
| 1 | Successful installation and configuration of PABX solution | 80% |
| 2 | After 30 days of successful installation and configuration of PABX solution | 20% |

9 Proposal Submission

- a. Each technical proposal shall be submitted as two printed copies (one marked as ORIGINAL, the other as COPY) and one soft copy on a CD or DVD (MS Word compatible file format).
- b. A sealed financial proposal is to be submitted along with the technical proposal in the format attached as Annex-A. Proposals must be delivered at the address given below before 1100 hrs on 21st June 2017.
- c. All documents submitted should be duly stamped and initialed by authorized representative of the applicant firm.

Manager Procurement
National ICT R&D Fund
6th Floor, HBL Tower, Jinnah Avenue
Blue Area, Islamabad, Pakistan
Tel: 051-9215360 to 65
Email: usman.tahir@ictrdf.org.pk

- d. Technical Proposals shall be opened at 1130 hrs on 21st June 2017 in presence of all applicants who choose to be present.

10 Evaluation Criteria

Technical proposals will be evaluated on the basis of Scoring Criteria as provided below. Financial proposals would be opened only for those applicants obtaining 60% or higher marks in Technical Evaluation.

Financial proposals of those applicants obtaining less than 60% marks in Technical Evaluation shall remain un-opened & would be returned to the applicants. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system as specified below.

10.1 Scoring Criteria

Following is the scoring criteria for Technical & Financial Evaluation.

| S# | Technical Evaluation | Total Marks | Sub Marks |
|-----------|--|--------------------|------------------|
| a. | Firm Profile (Registered age, Location, Number of Employees and Financial position) – (Form B1) <ol style="list-style-type: none"> 1. Registered Age, Number of Employees, Goodwill 2. Financial Position 3. Client list | 15 | 5 5 5 |
| b. | Relevant Experience of the Firm/Bidder - (Form B2) <ol style="list-style-type: none"> 1. Experience of successfully completed similar assignments 2. Experience with principal/OEM | 15 | 8 7 |
| c. | Qualification and Competence of the proposed Team Members–Full Time/Part time/ On-call (Form B3) | 10 | |

| | | | |
|--|---|-----------|---|
| | 1. Qualification, Total experience, and Professional Certifications/Memberships | | 4 |
| | 2. Relevant Work Experience | | 3 |
| | 3. Composition of the team | | 3 |
| d. | Approach/Work Plan – (Form B4) | 30 | |
| | 1. Project plan | | 5 |
| | 2. Technical support mechanism | | 6 |
| | 3. Warranty claim timeline | | 6 |
| | 4. Quality of equipment | | 7 |
| | 5. Covering all requirements | | 6 |
| Total Marks | | 70 | |
| Minimum qualification score (60%) | | 42 | |

Financial Evaluation

All Bids should be quoted in Pak rupees inclusive of all applicable taxes.

Financial score shall be calculated as follows:

$(\text{Lowest bidder's total cost} / \text{bidder's total cost}) \times 30$

Scoring Criteria

| | Weightage | Obtained |
|--|------------------|-----------------|
| Technical Evaluation | 70% | |
| Financial Evaluation | 30% | |
| Grand Total (Technical + Financial) | 100% | |

10.2 Performance Bond

The successful bidder will be required to provide bank guarantee of Rs. 100,000 in favor of “National ICT R&D Fund” as Performance Bond which will be returned after 3 years in line with hardware replacement warranty.

Section B. Technical Proposal - Standard Forms

B1. Firm Profile

B2. Similar Assignment Experience of the Firm

B3. Qualification and Competence of the proposed Team Members

B4. Description of the methodology and work plan for performing the assignment

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Manager Procurement
National ICT R&D Fund
6th Floor, HBL Tower
Islamabad, Pakistan
Tel: (92-51) 9215360-65
Fax: (92-51) 9215360
Email: usman.tahir@ictrdf.org.pk

Sir,

We, the undersigned, offer **[Insert Project Name]** in accordance with your Request for Proposal dated **[Advertisement Date]**. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before **[Date]** we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B1. FIRMS PROFILE

| S # | Criteria | Remarks/Justifications (for evaluators ONLY) |
|-----|--|--|
| 1 | <p>Profile of the agency:</p> <ul style="list-style-type: none">i. Registered age of Companyii. Location of agency office/sub officeiii. Number of branchesiv. Number of employees | |
| 2 | <p>Financial Position</p> <ul style="list-style-type: none">i. Name of Banksii. Certificate of Financial position from bankiii. Copy of Annual Accounts, if anyiv. Tax Registration (NTN/STN) | |
| 3 | <ul style="list-style-type: none">i. Client list | |
| | SUB TOTAL: | |

B2. SPECIFIC EXPERIENCE RELATING TO ASSIGNMENT

| NAME OF CLIENT(S) | NAME OF ASSIGNMENT/ PROJECT | PERIOD OF ASSIGNMENT/ PROJECT | VALUE OF ASSIGNMENT / PROJECT | PRESENT STATUS OF THE ASSIGNMENT/ PROJECT |
|--------------------------|--|--|--|--|
| | | | | |

B3. – TEAM MEMBERS

Personnel Summary (Complete for each Team Member)

| |
|--------------------------|
| Name of Employee: |
|--------------------------|

| | |
|---------------------|------------------------------|
| Position | |
| General Information | Name: |
| | Telephone: |
| | Years with Present Employer: |

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

| DD/MM/YY | | Company/Project/Position/Specific Tech experience |
|----------|----|---|
| From | To | |
| | | |
| | | |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
|--|--|--|

Education:

| Highest Level of Degree | Relevance of Degree to the Assignment |
|--------------------------------|--|
| PhD | |
| MPhil | |
| Masters | |

**B4. – DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Section 3. Financial Proposal - Standard Forms

- C1. Financial Proposal submission form.
- C2. Summary of costs.
- C3. Breakdown of price per activity.
- C4. Breakdown of remuneration per activity.

C1. – Financial Proposal Submission Form

[Location, Date]

To:

Manager Procurement
National ICT R&D Fund
6th Floor, HBL Tower
Islamabad, Pakistan
Tel: (92-51) 9215360-65
Fax: (92-51) 9215360
Email: usman.tahir@ictrdf.org.pk

Sir,

We, the undersigned, offer to provide services for development of **[Insert Project Name]** in accordance with your Request for Proposal dated **[Date of Advertisement]** and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., **[Date]**.

Though included in the above mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount in Pak Rs. | Purpose of Commission or Gratuity |
|-------------------------------|-------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

C2. – Summary of Costs

| Costs (Taken from Form 3C) | Pak Rupees |
|------------------------------------|-------------------|
| Subtotal | |
| Local Taxes | |
| Total Amount of Financial Proposal | |

C3. – Breakdown of Price per Activity

| | |
|--------------------|----------------------------------|
| Activity No.:_____ | Activity No.:_____ & Description |
| Price Component | Pak Rupees. |
| | |

C4. – Breakdown of Remuneration per Activity (where applicable)

| Activity No. _____ Name: _____ | | | | |
|--------------------------------|----------|--------------------|---------------------------------------|--------|
| Names | Position | Input ¹ | Remuneration Currency(ies) Rate | Amount |
| Regular staff | | | | |
| Local staff | | | | |
| Consultants | | | | |
| Grand Total | | | | _____ |

Annex A

Single Stage Two envelope Procedure for Bidding

Public Procurement Rules 2004

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Annex B

Eligibility Criteria (Mandatory Criteria)

All proposals must meet the mandatory eligibility criteria. The Proposals that does not meet mandatory eligibility criteria shall be rejected and shall not be evaluated further.

| # | Eligibility Criteria (Mandatory Criteria) | Mark |
|----|--|------|
| 1. | Proof of Certificate of Incorporation or Registration or equivalent | |
| 2. | Proof of NTN Certificate (If Applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column) | |
| 3. | Proof of GST Certificate (If Applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column) | |
| 4. | Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>),(If applicable, please check <input type="checkbox"/> , otherwise put a Cross <input type="checkbox"/> in the Mark Column). | |
| 5. | Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization | |
| 6. | Original affidavit (not older than one month) on Stamp Paper (Rs. 100) that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR’s website) is also to be mentioned. | |
| 7. | <p><u>Two separately sealed envelopes: Each envelope shall clearly bear the name “Proposal for PABX Solution”</u></p> <p>Envelope # 1: Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft Copy in CD/DVD. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form.</p> <p>*Additional hard copy of Technical proposal is not a mandatory requirement.</p> | |

| | | |
|----|--|--|
| | <p>Envelope # 2: Financial Proposal must be submitted in one hard copy and one soft copy (CD/DVD) in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p> | |
| 8. | Proof of vendor's partnership with Principal/OEM. | |

Annex C

IP phone handset specifications:

Standard IP phone with LCD display, network switch (10/100), POE and optional power adopter, full duplex speaker phone, backlit, Pixel based display and soft keys.

Agreement for Provision of PABX System

This Agreement is made in Islamabad on this _____ day of _____ of 2017.

NATIONAL ICT R&D FUND, a company incorporated under section 42 of the Companies Ordinance 1984, having its registered office at 6th Floor, HBL Tower, Jinnah Avenue, Blue Area, Islamabad, Pakistan (hereinafter referred to as “the Company”, which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns of the First part);

And

(Insert Name of Service Provider) Islamabad, a company incorporated and existing under the laws of Pakistan, having its registered office PTCL F-8 Exchange, Corporate Services Office (hereinafter referred to as “**the Service Provider**” which expression shall where the context permits, mean and include its administrators, successors-in-interest and permitted assigns) through its duly authorized representative namely (insert designation) of the Service Provider, of the Second Part;

The Company and the Service Provider may hereinafter collectively be referred to as the “**Parties**” and individually as a Party.

RECITALS

- A. The Service Provider agrees to perform the services in accordance with the terms described in the RFP regarding provision of PAXB System which is attached herewith to this Agreement as **Annexure A.**
- B. All services and duties, incidental or necessary thereto shall be conducted and performed diligently and completely and in accordance with professional standards of conduct.
- C. Against the provision of satisfactory and acceptable services the Service Provider shall receive agreed compensation as described in the **Payment Disbursement Plan.**

DEFINITIONS AND INTERPRETATIONS

The Following words and expressions shall have the meaning defined hereunder:

- 1.1 “**APPROVED**” or “**APPROVAL**” means approved in writing by the Company and/or the Service Provider.
- 1.2 “**SINGULAR AND PLURAL**”

Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

- 1.3** “**AGREEMENT DOCUMENTS**” means the documents listed in Article 5 of this Agreement.
- 1.4** “**DAY**” means calendar day of the Gregorian calendar.
- 1.5** “**DELIVERABLES**” means the supply and installation of desired PABX solution hardware and software with IP Phones, three years support SLA, training on configuration and operations of complete solution and the like, whether in draft or final form, tasks and activities required to be performed and/or provided by the Service Provider as provided in the RFP.
- 1.6** “**SERVICES**” means the services to be performed by the Service Provider for the successful completion of the assigned tasks as specifically mentioned in the RFP and attached herewith as Annexure A.
- 1.7** “**INTELLECTUAL PROPERTY RIGHTS**” means both hard and soft formats including but not limited to study instruments, data, reports
- 1.8** “**HARDWARE**” means PAXB hardware as mentioned in the Terms of Reference of Annexure A
- 1.9** “**REQUEST FOR PROPOSAL**” means the request for proposal dated [insert date] issued by the company for the purposes of this agreement

OBLIGATIONS OF THE COMPANY:

- 1.10** The Company agrees to provide the Service Provider reasonable access to all necessary personnel to answer any questions about any problems reported by the Company regarding the Services
- 1.11** When requested and deemed necessary, the Company shall provide the Service Provider in writing a reasonable description of the maintenance required along with any additional information required to complete the task.

- 1.12** The Company shall provide such information for the term of this Agreement as may be required by the Service Provider as far as reasonable practicable and without liability on the part of the Company.

2 OBLIGATIONS OF THE SERVICE PROVIDER

- 2.1** The Service Provider shall conform with and abide by the provisions of all federal, provincial and local laws, rules and regulations and any other laws for the time being in force in Pakistan including all regulations or by-laws of any local or other duly constituted authority within Pakistan which may be applicable to the performance of the Agreement and the rules and regulations of public bodies and companies whose property or rights are affected or may be affected in any way by the works (hereinafter referred to as “state laws”) and shall give all notices and pay all fines required to be given or paid thereby and shall keep the Company indemnified against all penalties of every kind for breach of any of the same.
- 2.2** The Service Provider shall submit monthly invoice for services rendered by it pursuant to this Agreement within one week of previous month. The Company after verification shall pay to the Service Provider the amount stated in the monthly invoice within fifteen working days of the receipt of the invoice. In the event of any discrepancy in the monthly invoice submitted by the Service Provider, the Company shall be authorized to reject the invoice submitted by the Service Provider. The Company as of right shall then instruct the Service Provider to rectify the same and the Service Provider shall within 14 days correct the invoice and submit the same to the Company . All payments to be made to the Service Provider shall be subject to applicable tax and other deductions in accordance with laws of Pakistan.
- 2.3** The Service Provider shall remain responsible for execution of the work as mentioned in Annexure A.
- 2.4** Maintain detailed records of all acts and things done in relation to the performance of this Agreement and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;
- 2.5** Appoint a dedicated professional team having relevant experience and specialized qualification for the performance of this Agreement;

- 2.6 perform and deliver the Deliverables listed within Annexure A with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- 2.7 complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in this Agreement.
- 2.8 shall fully comply with any representations, warranties and undertakings provided in the Agreement Documents relating to the quality and contents of the Deliverables;
- 2.9 use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Agreement Documents.
- 2.10 comply with all applicable laws, as they exist in Pakistan from time to time, including safety and security standards applicable to the activities and tasks covered under this Agreement;
- 2.11 apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the “**Deliverables**”).
- 2.12 promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of information or by responding to reasonable requests for revisions to the Deliverables.

4 PRIMARY CONTACTS

The Company shall appoint one (1) individual within the organization to serve as primary contact between the Company and the Service Provider and to receive support.

5 AGREEMENT DOCUMENTS

The Preamble and the following documents, form an integral part of this Agreement. In case of any conflict between the terms of these documents and provisions of this Agreement, such conflict shall be resolved with reference to the provisions of this Agreement:

- i) The Agreement
- ii) Its attached Annexures
Annexure A: RFP
- iii) Subsequent Amendments

6 EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective from _____ and shall remain valid until _____ unless terminated earlier in accordance with the terms of this Agreement. The Agreement can be reviewed for another term after the expiry date on the terms and conditions mutually agreed upon between the Parties subject to the Company giving thirty (30) days advance notice to the Service Provider to that effect.

7 CONFIDENTIALITY

- 7.1 The Parties shall not disclose the Agreement, or any provision thereof, or any specification, plan, drawing, sample or information furnished by or on behalf of either party in connection therewith, to any person other than a person employed by either party in performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall only extend as far as may be necessary for purposes of such performance.
- 7.2 Either party shall not, without mutual consent, make use of any documents or information except for purposes of performing the Agreement. Upon becoming aware of any loss, unauthorized use or disclosure of the Company's information, the Service Provider shall immediately notify the Company of such loss, unauthorized use or disclosure and indemnify the Company for the same.
- 7.3 Both Parties agree that, notwithstanding expiration or termination of the Agreement for any reason whatsoever, the provisions relating to Confidential Information shall survive the expiration or termination of this Agreement and shall be continuing obligations unless the Parties agree to discontinue its effect.

8 INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in the RFP and delivery of Deliverables shall vest in and be the absolute property of the Company.

9 TAXES AND DUTIES

The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and Performance of the Agreement. Withholding tax shall be deducted as per applicable tax laws of Pakistan.

10 ASSIGNMENT AND SUB-CONTRACT

10.1 The Service Provider shall not change or assign the Agreement or any part thereof, without the prior written consent of the Company, and such, consent, if given, shall not relieve the Service Provider from any liability or obligation under this Agreement.

10.2 The Service Provider shall not sub-contract the whole or any part of the work, without the written consent of the Company, and such consent, if given, shall not relieve the Service Provider from any liability or Obligation under the Agreement and it shall be responsible for the acts, defaults and neglects of any sub-contractor, its agent, defaults, neglects of the Service Provider's servants or workmen.

11 PRICES AND PAYMENTS

11.1 The total price of the Agreement shall be (insert price).

11.2 The Agreement Price set forth in this Agreement is firm and final till execution of this Agreement and receipt of entire services by the Company in acceptable condition.

11.3 No variation is acceptable to the Company with the exception of any price adjustment authorized by the conditions of this Agreement.

12 PAYMENT DISBURSEMENT PLAN

12.1 The payments shall be made in Pak Rupees in the form of a crossed cheque and shall be disbursed according to the following plan. Withholding tax(s) will be deducted as per rules.

| S# | PROJECT MILESTONE | AMOUNT PAYABLE |
|-----------|--------------------------|-------------------------|
| 1. | (To be inserted) | (To be inserted) |

13 DURATION OF AGREEMENT

The Service Provider shall provide services in accordance with the terms described in the Terms of Reference provided in the RFP for a period of atleast _____ years starting from the Effective Date of Agreement subject to renewal by the Company.

14 TERMINATION

Termination for Default

14.1 The Company may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Service Provider terminate this Agreement forthwith in whole or in part:

- a) If the Service Provider fails to deliver any or all of the services within the time period (s) specified in the Agreement or any extension thereof granted by the Company;
- b) If the Service Provider fails to perform any other obligation under the Agreement
- c) If the Service Provider, in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

Termination for Convenience

14.2 The Company may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (30) days prior written notice to that effect send to the Agreement or after payment of proportionate amount of the fee due subject to the satisfactory performance of the Service Provider to be determined by the Company.

15 AMENDMENT

No alteration, waiver or change in any of the terms of this Agreement will be effective unless made in writing and duly executed by an authorized officer or representative of each of the Parties.

16 ENTIRE AGREEMENT

This Agreement together with the attached Annexes contains the entire terms and conditions and constitutes the entire Agreement between the Parties and cancels and supersedes any previous oral or written agreements, representations or arrangements, express or implied, by the Parties with respect to the subject matter of this Agreement.

17 INDEPENDENT CONTRACTORS

- 17.1** The Service Provider is and shall remain at all times an independent Contractor or and shall be fully responsible for its own acts or defaults (including those of its employees or agents)
- 17.2** Neither the Service Provider nor its employees, agents or representatives shall at any time attempt to act on behalf of the Company to bind any other Party in any manner whatsoever to any obligations.
- 17.3** Neither the Service Provider nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the Company.
- 17.4** Nothing in this Agreement shall be deemed to constitute a partnership or other profit sharing agreement between the Parties.

18 SURVIVAL

All accrued rights of a Party shall survive the expiry or termination of this Agreement as shall all clauses that by their nature are intended to do so, including, without limitation, obligations of Indemnity, Confidentiality and Dispute Resolution.

19 INDEMNIFICATION

The Service Provider agrees to indemnify, defend, and hold harmless the Company and its officers, agents, and employees, from any claim, real or imaginary, brought against the Company or its officers, agents, or employees, alleging damage or injury arising out of the

subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from proximate fault of the Company or its officers, agents, or employees.

20 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act 1940. The number of arbitrators shall be three (03) unless otherwise mutually agrees by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed on the Day and Year above written

Signed for & on behalf of
The Company
By
In capacity as
Duly authorized in that behalf.

Date:

Witness 1
Name: _____

Signed for & on behalf of
The Service Provider
By
In capacity as
Duly authorized in that behalf.

Date:

Witness 1
Name: _____
CNIC No _____

CNIC No_____

Signature:_____

Signature_____

Witness 2

Witness 2

Name: _____

Name: _____

CNIC No_____

CNIC No_____

Signature_____

Signature_____