

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

For



KHALIQ HUSSAIN
Assistant Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad



Bid No. PTA/ICT/575/2025

For

Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion

Invitation to Bids

Date: 12th December, 2025

1. This Invitation to Bids follows Procurement Notice (PN) for subject Procurement which appeared in Newspapers, PPRA and PTA websites.
2. PTA has reserved funds for procurement planned during financial year 2025-2026. It is intended that fund will be used to cover eligible payment under contract for **Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion.**
3. *Pakistan Telecommunication Authority* invites electronic bids from eligible and authorized bidders for **Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion.**
4. Bidding shall be conducted in line with **Single Stage, Two Envelope** procedure of Public Procurement Rules 2004 and Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by Authority (from time to time), and is open to all potential EPADS registered bidders.
5. All bids must be accompanied by a Bid Securing Declaration as per format given on Section VI of relevant bidding document. Original Bid Securing Declaration must be submitted to office of Director (Procurement) on under given address by hand or registered mail before opening of bids.
6. Electronic bid properly filled in must be submitted through PPRA EPADS only on or before **30th December, 2025 at 10:30 AM.** *Manual bids shall not be accepted.* Bids (or technical part of bids as case may be) will be opened on the same day at **11:00 AM** in presence of bidders' representatives who choose to attend the bid opening session at *Room No. 11, Ground Floor, PTA HQs F-5/1, Islamabad.*

for
A handwritten signature in black ink, appearing to read 'Khalid Hussain', is written over the printed name and title.
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7. Bidding documents are available on websites of PPRA and PTA i.e. www.ppra.gov.pk and www.pta.gov.pk respectively.

Note: Notification of GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk and www.pta.gov.pk.

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For


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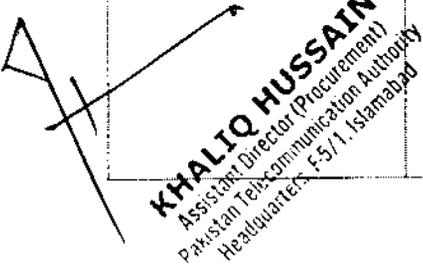


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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

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A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1</p>	<p>PTA, as indicated in Bid Data Sheet (BDS) invites Bids for Supply and Installation of Information Systems as specified in BDS and Section V - Technical Specifications & Schedule of Requirements. successful Bidders will be expected to supply and install information systems within specified period and timeline(s) as stated in BDS.</p>
	<p>1.2</p>	<p>Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).</p>
<p>2. Source of Funds</p>	<p>2.1</p>	<p>Source of funds is referred in Clause-2 of Invitation for Bids.</p>
<p>3. Eligible Bidders</p>	<p>3.1</p>	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in form of a joint venture, consortium, or association. In case of a joint venture, consortium, or association, all members shall be jointly and severally liable for execution of Contract in accordance with terms and conditions of Contract. joint venture, consortium, or association shall nominate a Lead Member as nominated in BDS, who shall have authority to conduct all business for and on behalf of any and all members of joint venture, consortium, or association during Bidding process, and in case of award of contract, during execution of contract.</p> <p><i>(limit on number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with guidelines issued by PPRA).</i></p>
	<p>3.2</p>	<p>appointment of Lead Member in joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to PTA.</p>
	<p>3.3</p>	<p>Verifiable copy of agreement that forms a joint venture, consortium or association shall be required to be submitted as part of Bid.</p>
	<p>3.4</p>	<p>Any bid submitted by joint venture, consortium or association shall indicate part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and responsibilities of each party</p>

		shall not be substantially altered without prior written approval of PTA and in line with any instructions issued by Authority.
	3.5	invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with appropriate national incorporating body or statutory body, before participating in national/international competitive tendering with exception of such procurements made by foreign missions of Pakistan. For such purpose bidder must have to initiate registration process before bid submission and necessary evidence shall be submitted to PTA along with their bid, however, final award will be subject to complete registration process.
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in past, directly or indirectly with a firm or any of its affiliates which have been engaged by PTA to provide consulting services for preparation of design, specifications and other documents to be used for procurement of information systems to be procured under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on Bid of another Bidder, or influence decisions of PTA regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.

	3.8	<p>A Bidder may be ineligible if -</p> <p>(a) he is declared bankrupt or, in case of company or firm, insolvent;</p> <p>(b) payments in favor of Bidder is suspended in accordance with judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with national laws) in total or partial loss of right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with national laws, in a declaration of bankruptcy or in any other situation entailing total or partial loss of right to administer and dispose of property;</p> <p>(d) Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for period defined by them.</p>
	3.9	Bidders shall provide to PTA evidence of their eligibility, proof of compliance with necessary legal requirements to carry out contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to satisfaction of PTA, as PTA shall reasonably request.
	3.11	Bidders shall submit proposals relating to nature, conditions and modalities of sub-contracting wherever sub-contracting of any elements of contract amounting to more than ten (10) percent of Bid price is envisaged.
4. Eligible Information Systems	4.1	<p>For purposes of these Bidding Documents, Information System means all:</p> <p>a) required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that Supplier is required to supply and install under Contract, plus all</p>

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		<p>associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called "Goods" in some clauses of ITB); and</p> <p>b) related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of Information System to be provided by selected Bidder and as specified in Contract.</p>
	4.2	All Information System made up of goods and services to be supplied under contract shall have their origin in eligible source countries, and all expenditures made under contract will be limited to supply and installation information systems. For purpose of this Bid, ineligible countries are stated in section-4 titled as "Eligible Countries".
	4.3	For purposes of this Clause, "origin" means place where goods and services making Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	nationality of supplier that supplies and install Information System shall not determine origin of goods.
	4.5	To establish eligibility of Goods and Services making Information System, Bidders shall fill country-of-origin declarations included in Form of Bid.
	4.6	If so required in BDS, Bidder shall demonstrate that it has been duly authorized for supply and installation of Information System in Pakistan (or in respective country in case of procurement by Pakistani Missions abroad), Information System indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in same bidding process.
6. Cost of Bidding	6.1	Bidder shall bear all costs associated with preparation and submission of its Bid, and PTA shall in no case be responsible or liable for those costs, regardless of conduct or outcome of bidding process.

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	Contents of Bidding Documents listed below should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I - Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms - Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	number of copies to be completed and returned with Bid is specified in BDS .
	7.4	PTA is not responsible for completeness of Bidding Documents and their addenda, if they were not obtained directly from PTA or signed pdf version from downloaded from website of PTA. However, PTA shall place both pdf and same editable version to facilitate bidder for filling forms.
	7.5	Bidder is expected to examine all instructions, forms, terms and specifications in Bidding Documents. Failure to furnish all information required in Bidding Documents will be at Bidder's risk and may result in rejection of his Bid.
	8. Clarification of Bidding Documents, Pre-Bid Meeting	8.1

<i>Site Visit</i>		
	8.2	PTA will within three (3) working days after receiving request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to deadline for submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of PTA's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of inquiry, but without identifying its source. In case of downloading of Bidding Documents from website of PA, response of all such queries will also be available on same link available at website.
	8.4	Should PTA deem it necessary to amend Bidding Documents as a result of a clarification, it shall do so following procedure under ITB 9.
	8.5	If indicated in BDS, Bidder's designated representative is invited at Bidder's cost to attend a pre-Bid meeting at place, date and time mentioned in BDS. During this pre-Bid meeting, prospective Bidders may request clarification of schedule of requirement, Evaluation Criteria or any other aspects of Bidding Documents.
	8.6	Minutes of pre-Bid meeting, if applicable, including text of questions asked by Bidders, including those during meeting (without identifying source) and responses given, together with any responses prepared after meeting will be transmitted promptly to all prospective Bidders who have obtained Bidding Documents. Any modification to Bidding Documents that may become necessary as a result of pre-Bid meeting shall be made by PTA exclusively through use of an Addendum pursuant to ITB 9. Non-attendance at pre-Bid meeting will not be a cause for disqualification of a Bidder.
	8.7	Bidder may wish to visit and examine site or sites of Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing bid and entering into Contract. costs of visiting site or sites shall be at Bidder's own expense.
	8.8	PTA will arrange for Bidder and any of its personnel or

		agents to gain access to relevant site or sites, provided that Bidder gives PTA adequate notice of a proposed visit of at least seven (07) days. Alternatively, PTA may organize a site visit or visits concurrently with pre-bid meeting, as specified in BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after deadline for submission of Bids and prior to award of Contract.
9. Amendment of Bidding Documents	9.1	Before deadline for submission of Bids, PTA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-bid meeting may modify Bidding Documents by issuing addenda.
	9.2	Any addendum issued including notice of any extension of deadline shall be part of Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of content of communication to all bidders who have obtained Bidding Documents from PTA. PTA shall promptly publish Addendum at PTA's web page identified in BDS: Provided that bidder who had either already submitted their bid or handed over bid to courier prior to issuance of any such addendum shall have right to withdraw his already filed bid and submit revised bid prior to original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, PTA may, at its discretion, extend deadline for submission of Bids: Provided that PTA shall extend deadline for submission of Bid, if such an addendum is issued within last three (03) days of Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	Bid prepared by Bidder, as well as all correspondence and documents relating to Bid exchanged by Bidder and PTA shall be written in English language unless otherwise specified in BDS. Supporting documents and printed literature furnished by Bidder may be in another
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		language provided they are accompanied by an accurate translation of relevant pages in English language unless specified in BDS , in which case, for purposes of interpretation of Bidder, translation shall govern.
11. Documents Constituting Bid	11.1	<p>Bid prepared by Bidder shall constitute following components: -</p> <ol style="list-style-type: none"> a. Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b. Details of Sample(s) where applicable and requested in BDS. c. Documentary evidence established in accordance with ITB 13 that Bidder is eligible and/or qualified for subject bidding process; d. Documentary evidence established in accordance with ITB 13.3(a) that Bidder has been authorized by manufacturer to deliver goods and services making Information System into Pakistan, where required and where supplier is not manufacturer of those goods and service making Information System; e. Documentary evidence established in accordance with ITB 12 that goods and services making Information System to be supplied by Bidder are eligible, and conform to Bidding Documents; f. Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g. Duly Notarized Power of Attorney authorizing signatory of Bidder to submit bid; and h. Any other document required in BDS.
12. Documents Establishing Eligibility of Information System and	12.1	Pursuant to ITB 11 , Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to terms and conditions specified in Bidding Documents for all goods and services making information system which Bidder proposes to deliver.

<p>Conformity to Bidding Documents</p>	<p>12.2</p>	<p>documentary evidence of eligibility of Information System shall consist of a statement in Price Schedule of country of origin of goods and services making Information System offered which shall be confirmed by a certificate of origin issued at time of shipment.</p>
	<p>12.3</p>	<p>documentary evidence of conformity of goods and services making Information Systems to Bidding Documents may be in form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of essential technical specifications and performance characteristics of Goods; b) an item-by-item commentary on PTA's Technical Specifications demonstrating substantial responsiveness of Goods and Services to those specifications, or a statement of deviations and exceptions to provisions of Technical Specifications; c) any other procurement specific documentation requirement as stated in BDS.
	<p>12.4</p>	<p>For purposes of commentary to be furnished pursuant to ITB 12.3(c) above, Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by PTA in its Technical Specifications, are intended to be descriptive only and not restrictive. Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to PTA's satisfaction that substitutions ensure substantial equivalence to those designated in Technical Specifications.</p>
	<p>12.6</p>	<p>required documents and other accompanying documents must be in English. In case any other language than English is used pertinent translation into English shall be attached to original version.</p>
<p>13. Documents Establishing Eligibility and Qualification of Bidder</p>	<p>13.1</p>	<p>Pursuant to ITB 11, Bidder shall furnish, as part of its Bid, all those documents establishing Bidder's eligibility to participate in bidding process and/or its qualification to perform contract if its Bid is accepted.</p>
	<p>13.2</p>	<p>documentary evidence of Bidder's eligibility to Bid shall</p>

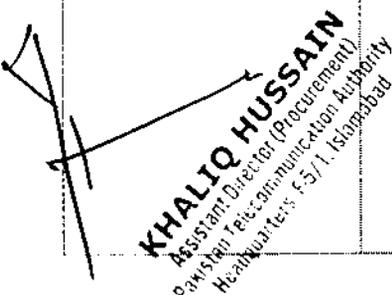
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		establish to satisfaction of PTA that Bidder, at time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	<p>documentary evidence of Bidder's qualifications to perform contract if its Bid is accepted shall establish to satisfaction of PTA that:</p> <p>a) in case of a Bidder offering to supply and install Information System under contract which Bidder did not manufacture or otherwise produce, Bidder has been duly authorized by Manufacturer or producer to supply and install information system in Pakistan;</p> <p>b) Bidder has financial, technical, and supply/production capability necessary to perform Contract, meets qualification criteria specified in BDS.</p> <p>c) in case of a Bidder not doing business within Pakistan, Bidder is or will be (if awarded contract) represented by an Agent in Pakistan equipped, and able to carry out Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in Conditions of Contract and/or Technical Specifications.</p> <p>d) that Bidder meets qualification criteria listed in Bid Data Sheet.</p>
	13.4	<p>documentary evidence of conformity of Information System to Bidding Documents shall be in form of written descriptions, literature, diagrams, certifications, and client references, including:</p> <p>a) Bidder's technical bid, i.e., a detailed description of Bidder's proposed technical solution conforming in all material aspects with Technical Requirements and other parts of these Bidding Documents, overall as well as in regard to essential technical and performance characteristics of each component making up proposed Information System;</p> <p>b) an item-by-item commentary on PTA's Technical Requirements, demonstrating substantial responsiveness of Information System offered to those requirements. In demonstrating responsiveness, commentary shall include explicit cross references to relevant pages in supporting materials included in bid. Whenever a discrepancy arises between item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with bid, item-by-item</p>

		<p>commentary shall prevail;</p> <p>c) Preliminary Project Plan describing, among other things, methods by which Bidder will carry out its overall management and coordination responsibilities if awarded Contract, and human and other resources Bidder proposes to use. Plan should include a detailed Contract Implementation Schedule in bar chart form, showing estimated duration, sequence, and interrelationship of all key activities needed to complete Contract. Preliminary Project Plan must also address any other topics specified in BDS. In addition, Preliminary Project Plan should state Bidder's assessment of what it expects PTA and any other party involved in implementation of Information System to provide during implementation and how Bidder proposes to coordinate activities of all involved parties;</p> <p>d) a written confirmation that Bidder accepts responsibility for successful integration and interoperability of all components of Information System as required by Bidding Documents.</p>
14. Form of Bid	14.1	Bidder shall fill Form of Bid furnished in Bidding Documents. Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	Bid Prices and discounts quoted by Bidder in Form of Bid and in Price Schedules shall conform to requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in bidding documents.
	15.2	All items in Schedule of requirement must be listed and priced separately in Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in prices of other items.
	15.3	<p>Items not listed in Price Schedule shall be assumed not to be included in Bid, and provided that Bid is still substantially responsive in their absence or due to their nominal nature, corresponding average price of respective item(s) of remaining substantially responsive bidder(s) shall be construed to be price of those missing item(s):</p> <p>Provided that:</p> <p>a) where there is only one (substantially) responsive bidder, or</p> <p>b) where there is provision for alternate proposals</p>

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		and respective items are not listed in other bids, PTA may fix price of missing items in accordance with market survey, and same shall be considered as final price.
	15.4	Bid price to be quoted in Form of Bid in accordance with ITB 15.1 shall be total price of Bid, excluding any discounts offered.
	15.5	Bidder shall indicate on appropriate Price Schedule, unit prices (where applicable) and total Bid price of goods it proposes to deliver under contract.
	15.6	<p>Prices indicated on Price Schedule shall be entered separately in following manner:</p> <p>a) For goods manufactured from within Pakistan (or within country where procurement is being done in case of foreign missions abroad):</p> <p>i) price of goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:</p> <p>A. on components and raw material used in manufacturing or assembly of goods quoted ex-works or ex-factory; or</p> <p>B. on previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</p> <p>ii) all applicable taxes which will be payable on goods if contract is awarded.</p> <p>iii) price for inland transportation, insurance, and other local costs incidental to delivery of goods to their final destination, if specified in BDS.</p> <p>iv) price of other (incidental or allied) services, if any, listed in BDS.</p> <p>b) For goods offered from abroad:</p> <p>i) price of goods shall be quoted CIF name of port of</p>

		<p>destination, or CIP border point, or CIP named place of destination, in PTA's country, as specified in BDS. In quoting price, Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, Bidder may obtain insurance services from any eligible source country.</p> <p>or</p> <p>ii) price of goods quoted FOB port of shipment (or FCA, as case may be), if specified in BDS. or</p> <p>iii) price of goods quoted CFR port of destination (or CPT as case may be), if specified in BDS.</p> <p>iv) price for inland transportation, insurance, and other local costs incidental to delivery of goods from port of entry to their final destination, if specified in BDS.</p> <p>v) price of (incidental) services, if any, listed in BDS.</p>
	<p>15.7</p>	<p>Prices proposed on Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for purpose of facilitating comparison of Bids by PTA. This, shall not in any way limit PTA's right to contract on any of terms and conditions offered: -</p> <p>a) For Goods: -</p> <p>i) price of Goods, quoted as per applicable INCOTERMS as specified in BDS</p> <p>ii) all customs duties, sales tax, and other taxes applicable on goods or on components and raw materials used in their manufacture or assembly, if contract is awarded to Bidder, and</p> <p>b) For Related Services</p> <p>i) price of related services, and</p> <p>ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on related services, if contract is awarded to Bidder.</p>

	15.8	Prices quoted by Bidder shall be fixed during Bidder's performance of contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 29 .
	15.9	If so indicated in Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for award of more than one contract shall specify in their Bid price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in following currencies: a) For goods and services that Bidder will deliver from within Pakistan, prices shall be quoted in Pakistani Rupees, unless otherwise specified in BDS . b) For goods and related services that Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, Bid prices shall be quoted in any freely convertible currency of another country.
	16.2	For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	16.3	Currency of Contract shall be Pakistani Rupee unless otherwise stated in BDS .
17. Bid Validity Period	17.1	Bids shall remain valid for period specified in BDS after Bid submission deadline prescribed by PTA. A Bid valid for a shorter period shall be rejected by PTA as non-responsive. period of Bid validity will be determined from complementary bid securing instrument i.e., expiry period of bid security or bid securing declaration as case may be.
	17.2	Under exceptional circumstances, prior to expiration of initial Bid validity period, PTA may request Bidders'

		consent to an extension of period of validity of their Bids only once, for period not more than period of initial bid validity. request and Bidders responses shall be made in writing or in electronic forms that provide record of content of communication. Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to request will not be required nor permitted to modify its Bid, but will be required to extend validity of its Bid Security or Bid Securing Declaration for period of extension, and in compliance with ITB 18 in all respects.
	17.3	If award is delayed by a period exceeding sixty (60) days beyond expiry of initial Bid validity period, contract price may be adjusted by a factor specified in request for extension. However, Bid evaluation shall be based on already quoted Bid Price without taking into consideration on above correction.
18. Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in BDS , Bidder shall furnish as part of its Bid, a Bid Securing Declaration as specified in BDS in format provided in Section VI (Standard Forms) .
	18.2	Bid Securing Declaration is required to protect PTA against risk of Bidder's conduct which would warrant security's forfeiture, pursuant to ITB 18.9 .
	18.4	Bid Securing Declaration shall be in accordance with Form of Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by PTA prior to Bid submission.
	18.6	Any Bid not accompanied by a Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by PTA as non-responsive, pursuant to ITB 29 .
	18.7	Unsuccessful Bidders' Bid Security/Bid Securing Declaration will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after expiration of period of Bid Validity prescribed by PTA pursuant to ITB 17 . PTA shall release Bid Securing document, after whichever of following that occurs earliest: (a) expiry of Bid declaration;

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		<p>(b) entry into force of a procurement contract and provision of a performance security (or guarantee), for performance of contract if such a security (or guarantee), is required by Bidding documents;</p> <p>(c) rejection by PTA of all Bids;</p> <p>(d) withdrawal of Bid prior to deadline for submission of Bids, unless Bidding documents stipulate that no such withdrawal is permitted.</p>
	18.8	successful Bidder's Bid Security will be discharged upon Bidder signing contract pursuant to ITB 42 , or furnishing performance guarantee, pursuant to ITB 43 .
	18.9	<p>Bid Securing Declaration executed:</p> <p>a) if a Bidder:</p> <p>i) withdraws its Bid during period of Bid Validity as specified by PTA, and referred by bidder on Form of Bid except as provided for in ITB 17.2; or</p> <p>ii) does not accept correction of errors pursuant to ITB 31.2; or</p> <p>b) in case of a successful Bidder, if Bidder fails:</p> <p>i) to sign contract in accordance with ITB 42; or</p> <p>ii) to furnish performance security (or guarantee) in accordance with ITB 43.</p>
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with requirements of Bidding Documents, including basic Bidder's technical design as indicated in specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for supply and installation of Information System is explicitly invited, a statement of that effect will be included in BDS as will method for evaluating different schedule for Information System.
	19.3	If so allowed in BDS , Bidders wishing to

		alternatives to requirements of Bidding Documents must also submit a Bid that complies with requirements of Bidding Documents, including basic technical design as indicated in specifications. In addition to submitting basic Bid, Bidder shall provide all information necessary for a complete evaluation of alternative by PTA, including technical specifications, breakdown of prices, and other relevant details. Only technical alternatives, if any, of Most Advantageous Bidder conforming to basic technical requirements (without altering bid price) shall be considered by PTA.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and corresponding substitution or modification must accompany respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to Bidders.
21. Format and Signing of Bid	21.1	Bidder shall prepare an original and number of copies of Bid as indicated in BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In event of any discrepancy between them, original shall prevail: Provided that except in Single Stage One Envelope Procedure, Bid shall include only copies of technical proposal.
	21.2	original and copy or copies of Bid shall be typed or written in indelible ink and shall be signed by Bidder or a person or persons duly authorized to sign on behalf of Bidder. This authorization shall consist of a written confirmation as specified in BDS and shall be attached to Bid. name and position held by each person signing authorization must be typed or printed below signature. All pages of Bid, except for un-amended printed literature, shall be initialed by person or persons signing Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by person or persons signing Bidder.

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D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, Bidder shall seal original and each copy of Bid in separate
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		<p>envelopes, duly marking envelopes as "ORIGINAL" and "COPY." envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.</p> <p>Note: envelopes shall be sealed and marked in accordance with bidding procedure adopted as referred in Rule-36 of PPR-2004.</p>
	22.2	<p>inner and outer envelopes shall:</p> <p>a) be addressed to PTA at address given in BDS; and</p> <p>b) bear title of subject procurement or Project name, as case may be as indicated in BDS, Invitation to Bids (ITB) title and number indicated in BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with time and date specified in BDS, pursuant to ITB 23.1.</p>
	22.3	<p>In case of Single Stage Two Envelope Procedure, Bid shall comprise two envelopes submitted simultaneously, one called Technical Proposal and other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called Bid. Each Bidder shall submit his bid as under:</p> <p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) (c) envelopes containing ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</p>
	22.4	<p>inner and outer envelopes shall:</p> <p>a) be addressed to PTA at address provided in Bidding Data;</p> <p>b) bear name and identification number of contract as defined in Bidding Data; and provide a warning not to open before time and date for bid opening, as specified in Bidding Data. pursuant to ITB 23.1.</p> <p>c) In addition to identification required in Sub-Clause 21.2 hereof, inner envelope shall indicate name and address of bidder to enable bid to be returned unopened in case it is declared "late"</p>

		pursuant to Clause IB.24
		If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, PTA will assume no responsibility for misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by PTA no later than date and time specified in BDS .
	23.2	PTA may, in exceptional circumstances and at its discretion, extend deadline for submission of Bids by amending Bidding Documents in accordance with ITB 9, in which case all rights and obligations of PTA and Bidders previously subject to deadline will thereafter be subject to new deadline.
24. Late Bids	24.1	PTA shall not consider for evaluation any Bid that arrives after deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by PTA after deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to Bidder.
25. Withdrawal, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of withdrawal, substitution, or modification is received by PTA prior to deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of authorization (power of attorney).
	25.2	Bidder modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with provisions of ITB Clauses 21 and 22 with outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL" as appropriate. notice may also be sent by electronic, telex and facsimile, but followed by a signed confirmation copy, postmarked no later than deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify prices of their Bids by substituting Bid modifications in accordance with this clause or included in original bid

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		submission.
	25.5	No Bid may be withdrawn, replaced or modified in interval between deadline for submission of Bids and expiration of period of Bid validity specified by Bidder on Form of Bid. Withdrawal of a Bid during this interval shall result in Bidders forfeiture of its Bid Security or execution of Bid Securing Declaration.
	25.6	Revised bid may be submitted after withdrawal of original bid in accordance with provisions referred in ITB 25.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	PTA will open all Bids, in public, in presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in Bid proceedings at place, on date and at time, specified in BDS. Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and envelope with corresponding bid shall not be opened, but returned to Bidder. No bid withdrawal shall be permitted unless corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. inner envelopes containing Substitution Bid shall be exchanged for corresponding Original Bid being substituted, which is to be returned to Bidder unopened. No envelope shall be substituted unless corresponding Substitution Notice contains a valid authorization to request substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless corresponding Modification Notice contains a valid authorization to request modification and is read out and recorded at opening of Bids. Any Modification shall be read out along with Original Bid except in case of Single Stage Two Envelope Procedure where only Technical Proposal, both Original as well as Modification, are to be opened.

		read out, and recorded at opening. Financial Proposal, both Original and Modification, will remain unopened till prescribed financial bid opening date.
	26.5	Other envelopes holding Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, Bidders names, Bid prices, total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, presence or absence of Bid Security, Bid Securing Declaration and such other details as PTA may consider appropriate, will be announced by Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, PTA will open Technical Proposals in public at address, date and time specified in BDS in presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in Bid proceedings. Financial Proposals will remain unopened and will be held in custody of PTA until specified time of their opening.
	26.7	envelopes holding Technical Proposals shall be opened one at a time, and following read out and recorded: (a) name of Bidder; (b) whether there is a modification or substitution; (c) presence of a Bid Security, if required; and (d) Any other details as PTA may consider appropriate.
	26.8	Bids not opened and not read out at Bid opening shall not be considered further for evaluation, irrespective of circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with knowledge of content of Bid who shall verify information read out from submitted documents. Failure to send a representative or to point out any un-read information by sent Bidder`s representative shall indemnify PTA against any claim or failure to read out correct information contained in Bidder`s Bid.
	26.10	No Bid will be rejected at time of Bid opening except for late Bids which will be returned unopened to Bidder, pursuant to ITB 24.
	26.11	PTA shall prepare minutes of Bid opening. record of Bid opening shall include, as a minimum: name of Bidder

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		and whether or not there is a withdrawal, substitution or modification, Bid price if applicable, including any discounts and alternative offers and presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	Bidders' representatives who are present shall be requested to sign on attendance sheet. omission of a Bidder's signature on record shall not invalidate contents and affect record. A copy of record shall be distributed to all Bidders.
	26.13	A copy of minutes of Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after evaluation and approval of technical proposal PTA, shall at a time within bid validity period, publically open financial proposals of technically accepted bids only. financial proposal of bids found technically non-responsive shall be returned un-opened to respective bidders subject to redress of grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until time of announcement of respective evaluation report.
	27.2	Any effort by a Bidder to influence PTA processing of Bids or award decisions may result in rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from time of Bid opening to time of contract award, if any Bidder wishes to contact PTA on any matter related to Bidding process, it should do so in writing or in electronic forms that provides record of content of communication.
28. Clarification of Bids	28.1	To assist in examination, evaluation and comparison of Bids of Bidders, PTA may, ask any Bidder for a clarification. Any clarification submitted by a Bidder that is not in response to a request by PTA shall not be considered.
	28.2	request for clarification and response shall be in writing or in electronic forms that provide record of content of communication. In case of Single Stage Two Envelope Procedure, no change in prices or substance of Bid shall be sought, offered, or permitted, whereas

		Single Stage One Envelope Procedure, only correction of arithmetic errors discovered by PTA in evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	alteration or modification in BID which in any affect following parameters will be considered as a change in substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in ranking of bidder
	28.4	From time of Bid opening to time of Contract award if any Bidder wishes to contact PTA on any matter related to Bid it should do so in writing or in electronic forms that provide record of content of communication.
29. Preliminary Examination of Bids	29.1	Prior to detailed evaluation of Bids, PTA will determine whether each Bid: <ul style="list-style-type: none"> a) meets eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per format and contents defined by PTA in Bidding Documents; c) has been properly signed; d) is accompanied by required securities; and e) is substantially responsive to requirements of Bidding Documents. <p>PTA's determination of a Bid's responsiveness will be based on contents of Bid itself.</p>
	29.2	A substantially responsive Bid is one which conforms to all terms, conditions, and specifications of Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - <ul style="list-style-type: none"> a) affects in any substantial way scope, quality, or performance of Services; b) limits in any substantial way, inconsistent with Bidding Documents, PTA's rights or Bidders obligations under Contract; or

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		c) if rectified, would affect unfairly competitive position of other Bidders presenting substantially responsive Bids.
	29.3	PTA will confirm that documents and information specified under ITB 11, 12 and 13 have been provided in Bid. If any of these documents or information is missing, or is not provided in accordance with Instructions to Bidders, Bid shall be rejected.
	29.4	<p>PTA may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from exact requirements of invitation that can be corrected or waived without being prejudicial to other bidders. defect or variation is immaterial when effect on quantity, quality, or delivery is negligible when contrasted with total cost or scope of supplies or services being acquired. PTA either shall give bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive deficiency, whichever is advantageous to PTA. Examples of minor informalities or irregularities include failure of a bidder to -</i></p> <ul style="list-style-type: none"> (a) <i>Submit number of copies of signed bids required by invitation;</i> (b) <i>Furnish required information concerning number of its employees;</i> (c) <i>firm submitting a bid has formally adopted or authorized, before date set for opening of bids, execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and bid carries such a signature.</i>
	29.5	Provided that a Technical Bid is substantially responsive, PTA may request Bidder to submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in Technical Bid to documentation

		requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of technical Proposal linked with ranking of bidders. Failure of Bidder to comply with request may result in rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, PTA shall rectify quantifiable nonmaterial nonconformities or omissions related to Financial Proposal. To this effect, Bid Price shall be adjusted, for comparison purposes only, to reflect price of missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by PTA and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	PTA shall examine Bid to confirm that all terms and conditions specified in GCC and SCC have been accepted by Bidder without any material deviation or reservation.
	30.2	PTA shall evaluate technical aspects of Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V - Schedule of Requirements, Technical Specifications of Bidding Documents have been met without material deviation or reservation.
	30.3	If after examination of terms and conditions and technical evaluation, PTA determines that Bid is not substantially responsive in accordance with ITB 29, it shall reject Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and total price that is obtained by multiplying unit price and quantity, unit price shall prevail, and total price shall be corrected, unless in opinion of PTA there is an obvious misplacement of decimal point in unit price, in which total price as quoted shall govern and unit price shall be corrected; b) if there is an error in a total corresponding to addition or subtraction of sub-totals, sub-totals shall prevail and total shall be corrected; and

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		<p>c) where there is a discrepancy between amounts in figures and in words, amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on Form of Bid, amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p>
	31.2	amount stated in Bid will, be adjusted by PTA in accordance with above procedure for correction of errors and, with, concurrence of Bidder, shall be considered as binding upon Bidder. If Bidder does not accept corrected amount, its Bid will then be rejected, and Bid Security may be forfeited or Bid Securing Declaration may be executed in accordance with ITB 18.9.
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, PTA will convert all Bid prices expressed in amounts in various currencies in which Bid prices are payable. For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	32.2	currency selected for converting Bid prices to a common base for purpose of evaluation, along with source and date of exchange rate, are specified in BDS.
33. Evaluation of Bids	33.1	PTA shall evaluate and compare only Bids determined to be substantially responsive, pursuant to ITB 29.
	33.2	In evaluating Technical Proposal of each Bid, PTA shall use criteria and methodologies listed in BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	PTA's evaluation of a Bid will take into account: <p>a) in case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be levied on</p>

		<p>goods if a contract is awarded to Bidder;</p> <p>b) in case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on goods if contract is awarded to Bidder; and</p>
	33.3	<p>comparison shall be between EXW price of goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in price of goods offered from outside Pakistan.</p>
		<p>In evaluating Bidders, evaluation committee will, in addition to Bid price quoted in accordance with ITB 15.1, take account of one or more of following factors as specified in BDS, and quantified in ITB 32.5:</p> <p>a) Cost of inland transportation, insurance, and other costs within Pakistan incidental to delivery of goods to their final destination.</p> <p>b) delivery schedule offered in Bid;</p> <p>c) deviations in payment schedule from that specified in Special Conditions of Contract;</p> <p>d) cost of components, mandatory spare parts, and service;</p> <p>e) availability (in Pakistan) of spare parts and after-sales services for equipment offered in Bid;</p> <p>f) projected operating and maintenance costs during life of equipment;</p> <p>g) performance and productivity of equipment offered; and/or</p> <p>h) other specific criteria indicated in TBS and/or in Technical Specifications.</p>
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of following quantification methods will be applied, as detailed in BDS:</p>

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(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of goods from EXW/port of entry/border point to Project Site named in BDS will be computed for each Bid by PA on basis of published tariffs by rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid estimated dimensions and shipping weight and approximate EXW or as per applicable INCOTERM value of each package. above cost will be added by PTA to EXW or as per applicable INCOTERM price.

(b) Delivery schedule.

- i) PTA requires that goods under Invitation for Bids shall be delivered (shipped) at time specified in Schedule of Requirements. estimated time of arrival of goods at Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating Bid resulting in such time of arrival as base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in BDS, of EXW or as per applicable INCOTERM price for each week of delay beyond base, and this will be added to Bid price for evaluation. No credit shall be given to early delivery.

Or

- ii) goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in BDS, will

be added for evaluation to Bid price of Bids offering deliveries later than earliest delivery period specified in Schedule of Requirements.

Or

- (iii) goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in Schedule of Requirements. Bids offering deliveries earlier or later than specified deliveries will be adjusted in evaluation by adding to Bid price a factor equal to a percentage, specified in BDS, of EXW or as per applicable INCOTERM price per week of variation from specified delivery schedule.

(c) *Deviation in payment schedule.*

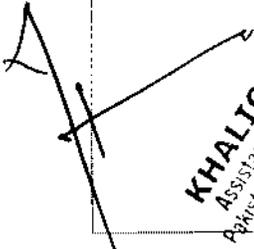
- i) Bidders shall state their Bid price for payment schedule outlined in SCC. Bids will be evaluated on basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate reduction in Bid price they wish to offer for such alternative payment schedule. PTA may consider alternative payment schedule offered by selected Bidder.

Or

- ii) SCC stipulates payment schedule offered by PTA. If a Bid deviates from schedule and if such deviation is considered acceptable to PTA, Bid will be evaluated by calculating interest earned for any earlier payments involved in terms outlined in Bid as compared with those stipulated in this invitation, at rate per annum specified in BDS.

(d) *Cost of spare parts*

- i) list of items and quantities of major assemblies, components, and selected spare parts, likely to


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be required during initial period of operation specified in BDS, is annexed to Technical Specifications. total cost of these items, at unit prices quoted in each Bid, will be added to Bid price.

Or

ii) PTA will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in initial period of operation specified in BDS. total cost of these items and quantities will be computed from spare parts unit prices submitted by Bidder and added to Bid price.

Or

iii) PTA will estimate cost of spare parts usage in initial period of operation specified in BDS, based on information furnished by each Bidder, as well as on past experience of PTA or other PTA's in similar situations. Such costs shall be added to Bid price for evaluation.

(e) Spare parts and after sales service facilities in Pakistan

cost to PTA of establishing minimum service facilities and parts inventories, as outlined in BDS or elsewhere in Bidding Documents, if quoted separately, shall be added to Bid price.

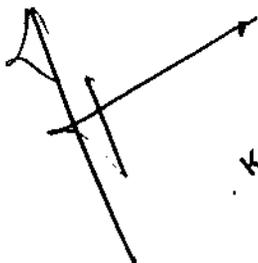
(f) Operating and maintenance costs

Since operating and maintenance costs of goods under procurement form a major part of life cycle cost of equipment, these costs will be evaluated in accordance with criteria specified in BDS or in Technical Specifications.

(g) Performance and productivity of equipment.

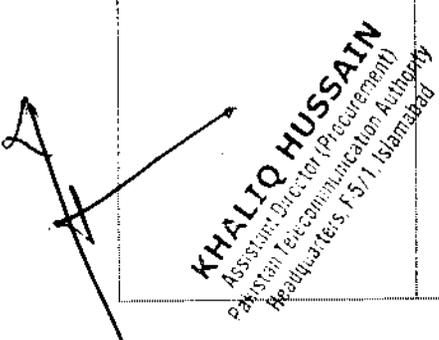
(i) Bidders shall state guaranteed performance of

		<p>efficiency in response to Technical Specification. For each drop in performance or efficiency below norm of 100, an adjustment for an amount specified in BDS will be added to Bid Price, representing capitalized cost of additional operating costs over life of plant, using methodology specified in BDS or in Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under relevant provision in Technical Specifications to be considered responsive. Evaluation shall be based on cost per unit of actual productivity of goods offered in Bid, and adjustment will be added to Bid price using methodology specified in BDS or in Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in evaluation and evaluation method shall be detailed in BDS and/or Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and award to a single Bidder of multiple Lots, methodology of evaluation to determine lowest evaluated Lot combinations, including any discounts offered in Form of Bid, is specified in BDS .
34. <i>Domestic Preference</i>	34.1	If BDS so specifies, PTA will grant a margin of preference to certain goods in line with rules, regulations, regulatory guides or instructions issued by Authority from time to time.
35. <i>Determination of Most Advantageous Bid</i>	35.1	In case where PTA adopts Cost Based Evaluation Technique and, Bid with lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be Most Advantageous Bid.



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	35.2	<p>PTA may adopt Quality & Cost Based Selection Technique due to following two reasons:</p> <ol style="list-style-type: none"> i. Where PTA knows about main features, usage and output of products; however not clear about complete features, technical specifications and functionalities of goods to be procured and requires bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where PTA, in addition to mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining quality of goods: <p>In such cases, PTA may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine ranking of bidders on basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
<p>36. Abnormally Low Financial Proposal</p>	36.1	<p>Where Bid price is considered abnormally low, PTA shall perform price analysis either during determination of Most Advantageous Bid or as a part of post-qualification process. following process shall apply:</p> <ol style="list-style-type: none"> (a) PTA may reject a Bid if PTA has determined that price in combination with other constituent elements of Bid is abnormally low in relation to subject matter of procurement (i.e. scope of procurement or ancillary services) and raises concerns as to capability and capacity of respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid PTA shall request Bidder an explanation of Bid or of those parts which it considers contribute to Bid being abnormally low; take account of evidence provided in response to a request in writing; and subsequently verify Bid or parts of Bid being abnormally low; (c) decision of PTA to reject a Bid and reasons for decision shall be recorded in procurement proceedings and promptly communicated to Bidder concerned.

		<p>(d) PTA shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in light of PTA's estimate and of all Bids submitted, Bid appears to be abnormally low by not providing a margin for normal levels of profit.</p> <p>Guidance for PTA: In order to identify Abnormally Low Bid (ALB) following approaches can be considered to minimize scope of subjectivity:</p> <p>(i) Comparing bid price with cost estimate; (ii) Comparing bid price with bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing bid price with prices paid in similar contracts in recent past either government- or development partner-funded.</p>
	36.2	PTA will determine to its satisfaction whether Bidder that is selected as having submitted most advantageous Bid is qualified to perform contract satisfactorily, in accordance with criteria listed in ITB 13.3.
	36.3	Determination will take into account Bidder's financial, technical, and production capabilities. It will be based upon an examination of documentary evidence of Bidder's qualifications submitted by Bidder, pursuant to ITB 13.3, as well as such other as PTA deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in evaluation of Bidders' qualifications.
	36.4	<p>PTA may seek "Certificate for Independent Price Determination" from Bidder and results of reference checks may be used in determining award of contract.</p> <p>Explanation: bidder shall furnish Certificate. bidder shall certify that price is determined keeping in view of all essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>

	36.5	An affirmative determination will be a prerequisite for award of contract to Bidder. A negative determination will result in rejection of Bidder's Bid, in which event PTA will proceed to next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
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F. AWARD OF CONTRACT

<p>37. Criteria of Award</p>	<p>37.1</p>	<p>Subject to ITB 36 and 38, PTA will award Contract to Bidder whose Bid has been determined to be substantially responsive to Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p>a) eligible in accordance with provisions of ITB 3;</p> <p>b) is determined to be qualified to perform Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
<p>38. Negotiations</p>	<p>38.1</p>	<p>Negotiations may be undertaken with Most Advantageous Bid relating to following areas:</p> <p>(a) a minor alteration to technical details of statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where reduction is in excess of any provided for in Bidding documents;</p> <p>(c) a minor amendment to special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) methodology for provision of related services; or</p> <p>(g) clarifying details that were not apparent or could not be finalized at time of Bidding;</p>
	<p>38.2</p>	<p>Where negotiation fails to result into an agreement, PTA may invite next ranked Bidder for negotiations. Where negotiations are commenced with next ranked Bidder, PTA shall not reopen earlier negotiations.</p>
<p>39. PTA's Right to reject All Bids</p>	<p>39.1</p>	<p>Notwithstanding ITB 37, PTA reserves right to reject all bids, and to annul Bidding process at any time prior to award of contract, without thereby incurring any liability to affected Bidder or Bidders. However, Authority (i.e. PPRA) may call from PTA justification of those grounds.</p>

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	39.2	Notice of rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	PTA shall upon request communicate to any Bidder grounds for its rejection of its Bids, but is not required to justify those grounds.
40. PTA's Right to Vary Quantities at Time of Award	40.1	PTA reserves right at time of contract award to increase or decrease quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by percentage indicated in BDS, without any change in unit price or other terms and conditions of Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to award of contract, PTA shall issue a Final Evaluation Report giving justification for acceptance or rejection of bids.
	41.2	Where no complaints have been lodged, Bidder whose Bid has been accepted will be notified of award by PTA prior to expiration of Bid Validity period in writing or electronic forms that provide record of content of communication. Letter of Acceptance will state sum that PTA will pay successful Bidder in consideration for execution of scope of works as prescribed by Contract (hereinafter and in Contract called "Contract Price).
	41.3	Notification of award will constitute formation of Contract, subject to Bidder furnishing Performance guarantee in accordance with ITB 43 and signing of contract in accordance with ITB 42.2.
	41.4	Upon successful Bidder's furnishing of performance security guarantee pursuant to ITB 43, PTA will promptly notify each unsuccessful Bidder, name of successful Bidder and Contract amount and will discharge Bid Security or Bid Securing Declaration of Bidders pursuant to ITB 18.7.
42. Signing of Contract	42.1	Promptly after notification of award, PTA shall send successful Bidder draft agreement, incorporating all terms and conditions as agreed by parties to contract.
	42.2	Immediately after Redressal of grievance by GRC, and after fulfillment of all conditions precedent of Contract

		Form, successful Bidder and PTA shall sign contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to bidder shall be construed to be contract.
43. Performance Security (or Guarantee)	43.1	After receipt of Letter of Acceptance, successful Bidder, within specified time, shall deliver to PTA a Performance Guarantee in amount and in form stipulated in BDS and SCC, denominated in type and proportions of currencies in Letter of Acceptance and in accordance with Conditions of Contract.
	43.2	<p>If Performance Security Guarantee is provided by successful Bidder and it shall be in form specified in BDS which shall be in any of following:</p> <p>(a) certified cheque, cashier's or manager's cheque, or bank draft;</p> <p>(b) irrevocable letter of credit issued by a Scheduled bank or in case of an irrevocable letter of credit issued by a foreign bank, letter shall be confirmed or authenticated by a Scheduled bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>(d) Surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted should be enforceable in Pakistan.</p>
	43.3	Failure of successful Bidder to comply with requirement of ITB 43.1 shall constitute sufficient grounds for annulment of award and forfeiture of Bid Security, in which event PTA may make award to next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	Advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, same will be dealt with standard

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		international practices and in manner as prescribed in ITB 44.2.
	44.2	PTA will provide an Advance Payment as stipulated in Conditions of Contract, subject to a maximum amount, as stated in BDS. Advance Payment request shall be accompanied by an Advance Payment Guarantee in form provided in Section IX. For purpose of receiving Advance Payment, Bidder shall make and estimate of, and include in its Bid, expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to purchase of equipment, machinery, materials, and on engagement of labor during first month beginning with date of PTA's "Notice to Commence" as specified in SCC.
45. Arbitrator	45.1	Arbitrator shall be appointed by mutual consent of both parties as per provisions specified in SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe highest standard of ethics during procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	PTA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address complaint. GRC shall not have any of members of Procurement Evaluation Committee. Committee must have one subject specialist depending nature of procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against eligibility parameters or any other terms and conditions prescribed in prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and it shall be addressed by GRC well before bid submission deadline.

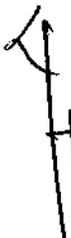

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	48.2	Any Bidder feeling aggrieved by any act of PTA after submission of his bid may lodge a written complaint concerning his grievances not later than seven days of announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, complaint is filed against technical evaluation report, GRC shall suspend procurement proceedings.
	48.4	In case, complaint is filed after issuance of final evaluation report, complainant cannot raise any objection on technical evaluation of report: Provided that complainant may raise objection on any part of final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	GRC, in both cases shall investigate and decide upon complaint within ten days of its receipt.
	48.6	Any bidder or PTA not satisfied with decision of GRC may file Appeal before Appellate Committee of Authority on prescribed format after depositing Prescribed fee.
	48.7	Committee, upon receipt of Appeal against decision of GRC complete in all respect shall serve notices in writing upon all parties to appeal.
	48.8	Committee shall call record from concerned PTA or GRC as case may be, and it shall be provided within prescribed time.
	48.9	Committee may after examination of relevant record and hearing all concerned parties, shall decide complaint within fifteen (15) days of receipt of Appeal.
	48.10	Decision of Committee shall be in writing and shall be signed by Head and each Member of Committee. Decision of committee shall be final.

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G. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	PTA shall bar for not more than time prescribed in Rule-19 of Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by id securing declaration;
	49.2	show cause notice shall contain: (a) precise allegation, against bidder or contractor; (b) maximum period for which PTA proposes to debar bidder or contractor from participating in any public procurement of PTA; and (c) statement, if needed, about intention of PTA to make a request to Authority for debarring bidder or contractor from participating in public procurements of all procuring agencies.
	49.3	PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice
	49.4	In case, bidder or contractor fails to submit written reply within requisite time, PTA may issue notice for personal hearing to bidder or contractor/ authorize representative of bidder or contractor and PTA shall decide matter on basis of available record and personal hearing, if availed.
	49.5	In case bidder or contractor submits written reply of show cause notice, PTA may decide to file matter or direct issuance of a notice to bidder or contractor for personal hearing.
	49.6	PTA shall give minimum of seven days to bidder or contractor for appearance before specified officer of PTA for personal hearing. specified officer shall decide matter on basis of available record and personal hearing of bidder or contractor, if availed


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	49.7	PTA shall decide matter within fifteen days from date of personal hearing unless personal hearing is adjourned to a next date and in such an eventuality, period of personal hearing shall be reckoned from last date of personal hearing.
	49.8	PTA shall communicate to bidder or contractor order of debarring bidder or contractor from participating in any public procurement with a statement that bidder or contractor may, within thirty days, prefer a representation against order before Authority.
	49.9	Such blacklisting or barring action shall be communicated by PTA to Authority and respective bidder or bidders in form of decision containing grounds for such action. Authority shall publicize same after examining record whether procedure defined in blacklisting and PTA. has adhered to debarment mechanism.
	49.10	bidder may file review petition before Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". Committee shall evaluate case and decide within ninety days of filing of review petition
	49.11	Committee shall serve a notice in writing upon all respondent of review petition. Copies of review petition shall accompany notices and all attached documents of review petition including decision of PTA. parties may file written statements along with essential documents in support of their contentions. Committee may pass such order on representation may deem fit.
	49.12	Authority on basis of decision made by committee may debar either a bidder or contractor from participating in any public procurement process of all or some of procuring agencies for such period as deemed

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		appropriate or acquit bidder from allegations. Decision of Authority shall be final.
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SECTION III: BID DATA SHEET


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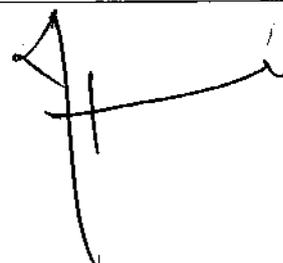
Bid Data Sheet (BDS)

Following specific data for Information System to be procured shall complement, supplement, or amend provisions in Instructions to Bidders (ITBs). Whenever there is a conflict, provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in Instruction to Bidders
A. Introduction		
1.	1.1	<p>Name of Procuring Agency: Pakistan Telecommunication Authority.</p> <p>Description (as specified in ITB) of System is: Enterprise Class all-flash storage with scale-out and scale-up support. Active-active controllers. Scalable upto 8 nodes. With 25 x 7.68TB NVMe SSD Drives & 2 x Fiber Channel (FC) SAN Switches with a Base Configuration of 16 x 32 Gb SFP+ Ports (36 Months Hardware Warranty with Hardware Replacement (NBD), 24x7x365 Support, and 4-Hour Mission Critical Onsite Service) & Upgradation of Existing SAN switches License & Replication license of existing SAN storage</p> <p>Period for delivery: 8-10 weeks</p> <p>Commencement date for delivery: immediately after signing contract</p>
2.	2.1 & 2.2	<p>Financial year for operations of Procuring Agency: [2025-2026]</p> <p>Name of project: Enterprise Class all-flash storage with scale-out and scale-up support. Active-active controllers. Scalable upto 8 nodes. With 25 x 7.68TB NVMe SSD Drives & 2 x Fiber Channel (FC) SAN Switches with a Base Configuration of 16 x 32 Gb SFP+ Ports (36 Months Hardware Warranty with Hardware Replacement (NBD), 24x7x365 Support, and 4-Hour Mission Critical Onsite Service) & Upgradation of Existing SAN switches License & Replication license of existing SAN storage</p>

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		<p>Name of financing institution: <i>[Not Applicable]</i></p> <p>Name and identification number of Contract: Enterprise Class all-flash storage with scale-out and scale-up support. Active-active controllers. Scalable upto 8 nodes. With 25 x 7.68TB NVMe SSD Drives & 2 x Fiber Channel (FC) SAN Switches with a Base Configuration of 16 x 32 Gb SFP+ Ports (36 Months Hardware Warranty with Hardware Replacement (NBD), 24x7x365 Support, and 4-Hour Mission Critical Onsite Service) & Upgradation of Existing SAN switches License & Replication license of existing SAN storage (36 Months Hardware Warranty with Hardware Replacement (NBD), 24x7x365 Support, and 4-Hour Mission Critical Onsite Service).</p> <p><i>at PTA, HQ, F-5/1, Islamabad</i></p>
3.	3.1	Joint Venture is "allowed" in accordance with relevant terms and conditions.
4.	4.6	Demonstration of authorization by manufacturer: <i>[required]</i>


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B. Bidding Documents

5.	7.2	number of documents to be completed and returned: through PPRA EPADS portal
6.	8.1	address for clarification of Bidding Documents is [Mr. Hunzala Javed , Deputy Director (ICT), HQs Pakistan Telecommunication Authority, F-5/1 Islamabad, hunzalajaved@pta.gov.pk]
	8.5	Pre-bid meeting will not be held

C. Preparation of Bids

7.	10.1	Language of all correspondences and documents related to Bid is: [English]
8.	11.1 (h)	Not Applicable
9.	12.3 (c)	Other procurement specific documentation requirements are: [N/A].
10.	12.4	Manufacturer Authorization Letter is Required from Original Software Manufacturer.
11.	13.3 (b)	<p>qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</p> <ol style="list-style-type: none"> 1. Sales and Service Center of Bidder must be in Islamabad / Rawalpindi (documentary proof to be provided). 2. Any source information to confirm that Bidder's status is "Active" in Tax Payers List of FBR for both income tax and sales tax. 3. Affidavit on Non-Judicial Stamp Paper to effect that bidder has never been black listed by any government/semi government/autonomous body or company and bidder's name is not reflecting in list of "Active Blacklisted Firms" of PPRA. 4. Non-quoting International Brand, shall lead to disqualification. (OEM Software only) 5. Company/Firm/Bidder has to produce valid partner / Reseller / Distributor Certificate of principal manufacturer for Pakistan. <p>Company/Firm/Bidder has to produce valid</p> <ol style="list-style-type: none"> a. Manufacturer Authorization Letter (MAL)

		<p>for bidding product is mandatory.</p> <p>b. Both bidder and OEM must have mandatory presence (Physical Office) in Pakistan. Documentary Evidence required.</p> <p>6. Bidder / OEM shall provide minimum two purchase / supply orders of similar nature to Public/Private Sector Organizations and bidder shall have minimum three (3) years of experience (experience shall be ascertained from oldest purchase order / supply order / agreement supported by any of following documents:</p> <ol style="list-style-type: none"> i. completion certificate issued by client ii. Signed agreement with client iii. GST invoice issued to client iv. Proof of payment received from client alongwith tax deduction certifate (if any). <p>7. quoted product shall meet required technical specifications detailed at Section VII of this document.</p> <p>8. Bidder shall provide undertaking for maintenance & support services within four (04) hours as and when required during support period.</p> <p>All Supporting documents shall be attached with technical proposal. Non-fulfilment of any of above conditions will amount to non-responsiveness and shall result into disqualification of bid.</p>
12.	15.6 (a) (iii), (iv) (optional)	N/A
13.	15.6 (a) (i) & 15.6 (b) (i) (ii), (iii) (optional) (v)	<p>For goods offered from abroad price quoted shall be [inclusive of port/custom duties etc and transportation charges to PTA designated premises.]</p> <p>PTA Shall not bear any charges in this regard.</p>

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	(optional)	
14.	15.8	price shall be fixed.
15.	16.1 (a)	a) For Information System for "mentioned software" currency of Bid shall be <i>Pakistani Rupees</i> ; b) For Information System originating outside Pakistan, Bidder shall express its Bid in Pakistani Rupees (PKR).
16.	16.2	Not Applicable
17.	17.1	Bid Validity period shall be [90] days.
18.	18.1	Bid Security is not required. Bid Securing Declaration is required.
19.	18.3	Bid Securing Declaration is required on format given at Section VI (Standard Forms) of this document. Original Bid Securing Declaration is must to be submitted to Director Procurement at address given at BDS before bid opening.
20.	18.3 (c)	Other forms of security are: [N/A]
21.	19.1	Alternative Bids to requirements of Bidding Documents will not be permitted
22.	21.1	number of copies of Bid to be completed and returned shall be [N/A].
23.	21.2	Written confirmation of authorization are: [Name, Position held by each person(s) signing authorization. Authorized Person's Name, position Held, CNIC Number.]

D. Submission of Bids

22.2 (a)	<p>Bid shall be submitted online through PPRA EPAD system www.eprocure.gov.pk as per Regulation 11(4)(b) of E-Pak-Procurement Regulations, 2023 i.e. Encrypted Proposal Submission System (EPSS). Whereas, original bid security shall be provided to following address before last date for opening of bids:</p> <p>Pakistan Telecommunication Authority Street address: [F-5/1]</p> <p>Building/Plot No. [PTA HQs]</p>
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	<p>Floor/Room No.11: Office of Director (Procurement)] Muhammad Abdur Rab Khan: abdurab@pta.gov.pk City/Town: [Islamabad] Ph: 051-2878157</p>
22.2 (b)	<p>Title of subject Procurement or Project name: ITB Title and No:</p> <p>Title : Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion</p> <p>Active-active controllers. Scalable upto 8 nodes. With 25 x 7.68TB NVMe SSD Drives & 2 x Fiber Channel (FC) SAN Switches with a Base Configuration of 16 x 32 Gb SFP+ Ports (36 Months Hardware Warranty with Hardware Replacement (NBD), 24x7x365 Support, and 4-Hour Mission Critical Onsite Service) & Upgradation of Existing SAN switches License & Replication license of existing SAN storage</p> <p>ITB No: PTA/ICT/575/2025</p> <p>Time and date for submission: Time and date for submission: 30th December, 2025 by 10.30 AM</p>
23.1	<p>deadline for Bid submission is</p> <p>a) Day: <i>Tuesday</i></p> <p>b) Date: 30th December, 2025</p> <p>c) Time: 10:30 AM</p>

E. Opening and Evaluation of Bids

26.1	<p>Bid opening shall take place at: PTA HQ,s through PPRA EPAD system www.eprocure.gov.pk</p> <p>Street address: [F-5/1]</p> <p>Building/Plot No.: [PTA HQ,s]</p>
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Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

	<p>Floor/Room No: <i>[room No. 11, Ground Floor]</i></p> <p>City/Town: <i>[Islamabad]</i></p> <p>Country: <i>[Pakistan]</i></p> <p>Day: <i>Tuesday</i></p> <p>Date: 30th December, 2025</p> <p>Time : 11.00 AM</p>																																		
32.2	<p>currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[Pakistani Rupees]</i></p> <p>source of exchange rate shall be: <i>[SBP selling rate]</i></p> <p>date of exchange rate shall be: <i>[Date of opening of bids]</i></p>																																		
33.4 (h)	<p>Technical Capabilities of Bidder</p> <table border="1"> <thead> <tr> <th colspan="5">Part B) General Evaluation*</th> </tr> <tr> <th>Sr. #</th> <th>Attributes</th> <th>Max. Score</th> <th>Points Earned</th> <th>Criteria</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Detail of Offices</td> <td>10</td> <td></td> <td>Firm has sales and services offices at two (2) provincial Capital Cities i.e. Karachi Lahore, Peshawar or Quetta Five (5) points for each</td> </tr> <tr> <td>2</td> <td>Spare Parts Availability/Support</td> <td>10</td> <td></td> <td>Firm has Spare Parts of quoted model Depot/facility at Islamabad / Rawalpindi.</td> </tr> <tr> <td rowspan="3">3</td> <td rowspan="3">Hardware Replacement time for faulty parts under warranty equipment/parts (Certificate must be produced)</td> <td rowspan="3">30</td> <td>30</td> <td>Replacement on same day.</td> </tr> <tr> <td>15</td> <td>Next Business Day (NBD)</td> </tr> <tr> <td>0</td> <td>In case contractor does not provide certificate for same day / next business day replacement.</td> </tr> <tr> <td>4</td> <td>Total strength of relevant Technical Staff at Rawalpindi/ Islamabad (List shall be attached with name, designation, qualification and related experience).</td> <td>10</td> <td></td> <td>Firm has minimum five (5) relevant technical staff in Islamabad / Rawalpindi. One Mark for each staff member over and above five staff members and upto maximum 10 marks will be given for ten or more than ten staff. No marks will be given for less</td> </tr> </tbody> </table>	Part B) General Evaluation*					Sr. #	Attributes	Max. Score	Points Earned	Criteria	1	Detail of Offices	10		Firm has sales and services offices at two (2) provincial Capital Cities i.e. Karachi Lahore, Peshawar or Quetta Five (5) points for each	2	Spare Parts Availability/Support	10		Firm has Spare Parts of quoted model Depot/facility at Islamabad / Rawalpindi.	3	Hardware Replacement time for faulty parts under warranty equipment/parts (Certificate must be produced)	30	30	Replacement on same day.	15	Next Business Day (NBD)	0	In case contractor does not provide certificate for same day / next business day replacement.	4	Total strength of relevant Technical Staff at Rawalpindi/ Islamabad (List shall be attached with name, designation, qualification and related experience).	10		Firm has minimum five (5) relevant technical staff in Islamabad / Rawalpindi. One Mark for each staff member over and above five staff members and upto maximum 10 marks will be given for ten or more than ten staff. No marks will be given for less
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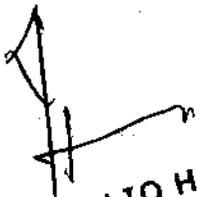
				than 5 staff members
	5	Firm Experience (Beyond three years' mandatory experience)	10	(5) points will be given for each year of experience, beyond three years of mandatory requirement. Experience shall be counted from oldest work/purchase order/agreement/completion certificate.
	6	Projects completed of similar nature by Bidder (documentary proof be provided i.e. Supply Orders etc.)	30	Ten points will be awarded for each project of similar nature completed by Bidder in Public / Private Sector of Pakistan, beyond two Projects of similar nature mentioned at mandatory requirement.
	Sub Total		100	
<i>Minimum qualifying marks are 80% in above table. All supporting Documents to be attached for all relevant pages of This table.</i>				
33.5 (a)	PTA Shall not bear any transportation charges.			
33.5 (b)	Delivery schedule. [Delivery schedule. [Delivery of all items shall be made within 08 to 10 weeks time from date of signing of contract.			
Option (i)	If supplier/vendor fails to deliver equipment within due time mentioned, then a penalty @ 0.5% of contract price shall be charged per week up to a maximum of four (04) weeks (Days more than five (05) will be considered as one week). Thereafter, Contract Shall stand cancelled and Performance Guarantee will be forfeited in favor of PTA along with initiation of blacklisting procedure as per PPRA Rules			
Option (ii)	NIL			
Option (iii)				
33.5 (c)	Deviation in payment schedule ["is not" applicable].			
(ii)	Annual interest rate [N/A]			

33.5 (d)	Cost of spare parts. <i>[Not Applicable]</i> <i>[Specify applicable method – (i), (ii), or (iii) – and factors (e.g., number of years) and reference to Appendix to Technical Specifications, as required]</i>
33.5(e)	Spare parts and after sales service facilities in Pakistan. <i>[Bidder must have sales and services offices/Center/facilities at Islamabad/Rawalpindi.]</i>
33.5 (f)	Not Applicable.
33.5 (g)	Performance and productivity of Software. <i>[Software should provide performance and productivity as per technical specifications shared by PTA.]</i>
33.5 (h)	Specific additional criteria to be used in evaluation and their evaluation method or reference to Technical Specifications. <i>[Bidder should comply with all technical specifications, evaluation criteria and other terms & conditions stated in bidding documents.]</i>
33.6	In case of award to a single Bidder of multiple lots; methodology of evaluation to determine lowest evaluated Lot combinations, including any discounts offered in Form of Bid is <i>[methodology N/A]</i>
34.1	Domestic preference not applicable. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of Federal Government and/or in accordance with regulations issued by Authority.
35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting requirements of eligibility, qualification and substantial responsiveness, bid in compliance with all mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
F. Award of Contract	
40.1	Percentage for quantity increase or decrease is <i>[[15% of original procurement as applicable under PP Rules 42(c)(iv) read with PP Rule 2(1)(j)].</i>

43.1	Bid Security No required, Bid declaration is to be submitted
43.2	Not Applicable
44.1	Advance Payment if essential shall be limited to [Not Applicable]
44.2	Maximum amount of Advance payment shall be [Not Applicable.]
45.1	Arbitrator shall be appointed by mutual consent of both parties.

G. Review of Procurement Decisions

47.	48.1	Grievance can be submitted through PPRA EPADS.
	48.6	Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254


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Section IV. Eligible Countries

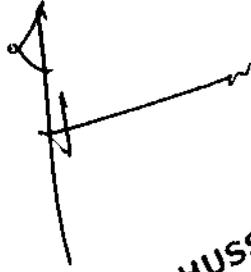
All bidders are allowed to participate in subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of Federal Government.

Following countries are ineligible to participate in procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>


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SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION



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Schedule of Requirements

delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is date of delivery

- (i) at EXW premises, or
- (ii) to carrier at port of shipment when contract is placed on FOB or CIF terms, or
- (iii) to first carrier when contract is placed on FCA or CIP terms.

In order to determine correct date of delivery hereafter specified, Procuring Agency has considered additional time that will be needed for international or national transit to Project Site or to another common place.

No.	Description	Quantity	Delivery Schedule (Shipment)
1	<p>Enterprise-Class All-Flash SAN Storage: SAN storage system with active-active controllers and end-to-end NVMe architecture. Scalable up to 8 nodes with 25 × 7.68 TB NVMe SSD drives per array</p> <ul style="list-style-type: none"> • Complete installation, integration, and active-active replication setup with existing OceanStor Dorado 3000 V6. <p>Warranty: 36 Months Hardware, 24×7×365 Support with Hardware Replacement (NBD), 4-Hour Mission-Critical Onsite Service.</p> <p>Bidders may quote equivalent Model/Brand with 100% compatibility with existing Model of SAN). bidders may visit site for further clarification regarding existing SAN Storage.</p>	2	Eight (08) to Ten (10) weeks after signing of contract
2	<p>Fiber Channel (FC) SAN Switches: Each switch provide a base configuration of 16 × 32 Gb SFP+ ports or more (expandable to 24 ports). Includes:</p> <ul style="list-style-type: none"> • 16 × 32 Gb SWL SFP+ transceivers (vendor-labeled). • 16 OM4 LC-LC Cables. • Rack-mount kit and power cables. • Enterprise-grade software license package Warranty: 36 Months Hardware, 24×7×365 Support with 	2	Eight (08) to Ten (10) weeks after signing of contract


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	Hardware Replacement (NBD), 4-Hour Mission-Critical Onsite Service.		
3	Replication License for Existing SAN: Active-active (synchronous) replication license for Huawei OceanStor Dorado 3000 V6, fully integrated with proposed arrays.	1	Eight (08) to Ten (10) weeks after signing of contract
4	8-Port × 32 Gb License Upgrade for Existing Lenovo DB720S SAN Switches: Includes 8 × 32 Gb SFP+ transceivers and 8 OM4 LC-LC cables per switch (Part Nos. MMM56223, MMM56216).	2	Eight (08) to Ten (10) weeks after signing of contract

SECTION VII: TECHNICAL REQUIREMENT

Mandatory Requirements

Mandatory Specifications for Enterprise Class All Flash Storage (Qty = 02)		
Category	Requirement	Vendor's Response (Fully Comply/Partially comply/Does not comply)
General	A Certificate on Official Letterhead that quoted products Hundred Percent (100%) comply with technical specifications mentioned in bidding documents.	
	OEM presence within Pakistan must be at least 10 years, to ensure partner Eco-system is well established for business conduct.	
	OEM must have verifiable presence in Pakistan having business offices with sufficient sales, marketing, and technical staff.	
	Quoted brand must have at least two Manufacturer's spare parts depot in Pakistan to avail immediate warranty claims.	
	Participating firm must facilitate on online verifiable serial numbers of offered products.	
	Installation, deployment, Integration and Replication with existing SAN Storage will be bidder's / Principal responsibility. Also, quoted SAN should be fully integrated and replicated with existing SAN storage	

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	(OceanStor Dorado 3000 V6).	
	bidder must have similar references of at least five SAN solutions of quoted OEM within Pakistan	
Architecture	Enterprise-class all-flash storage with scale-out & scale-up support. Active-active controllers; scalable up to 8 nodes.	
Controllers	At least 2 Active-Active Controllers with CPU, at least 30 core or equivalent or higher each should be provisioned in current requirement	
Cache	With at least 96GB of onboard Cache per controller, not including Flash Cache, SSD cache or any other performance acceleration module.	
Storage Type	proposed Storage System should be Mission Critical Storage Array. SAN should be FC enabled and have capability to support file workload.	
NVMe Support	proposed array should provide end-to-end NVMe multi-controller architecture.	
Reliability	99.9999% availability. No Single Point of Failure. Redundant components (PSUs, fans, etc.).	
Multiprotocol Support	Native support for FC, iSCSI, and Ethernet (10/25GbE) without external gateways.	
Front-End Connectivity	4 x 1GE, 4 x 10GE Optical, and 4 x 32Gb FC per controller (SFPs included).	
Back-End Connectivity	Provide 100GB RDMA disk channels for back-end disk channels.	
IOPS Performance	Should have minimum 125K IOPS for required usable capacity	
Drive Configuration	Quoted array should have 25 x 7.68TB NVMe SSD after RAID-6	
Scalability	proposed array should be scalable to multi PB effective capacity	
Data Efficiency	proposed array should support inline compression and deduplication of application data for space efficiency.	
Remote Replication	Native 10GbE for remote replication; support for metro/global DR; consistency groups supported. Offered storage should be capable to integrate with existing PTA storage for remote replication.	
Platform Support	Windows, Linux, HP-UX, Solaris supported.	
Virtualization Integration	VMware VAAI, VASA, SRM, vVOL, cloud mobility integration.	
Data Encryption	Proposed array must support data encryption.	
QoS	proposed array should include licenses to support QoS feature to limit amount of IO (IOPS) or bandwidth (MB/s) a particular application can drive on array. This	

	feature should allow administrator to limit front-end(FE) port performance by either IOPS, Host MB per host, or combination of both on an application Storage Group level(single LUN or Multiple LUNs).	
Snapshots & Clones	1024 snapshots per volume, RoW-based space-efficient clones, refreshable clones.	
Management Software	Web-based GUI; real-time monitoring, custom reports, historical analytics.	
Security & Compliance	Fully compliant with enterprise data protection standards and encryption best practices.	
DevOps & Automation	REST API, Kubernetes CSI, Ansible modules, Python, and PowerShell integration supported.	
Licensing	All features (Snapshots, DR, Encryption, Management, Data Reduction) fully licensed from day one.	
Warranty	36 Months Hardware, 24x7x365 Support with Hardware Replacement (NBD), 4-Hour Mission-Critical Onsite Service and 24x7 Online Technical Assistance Support. OEM logistics and emergency contact point in Pakistan.	
Power & Rack	Include dual power cables (redundant power feeds) and compatible rack-rail kits for each SAN unit.	
Replication Network	Ensure dedicated 10GbE SFP+ transceivers and patch cords reserved for replication traffic between arrays.	
Management	Include centralized management software licenses and monitoring integration.	
Cabling	Provide additional FC patch cords to enable full dual-path connectivity from each controller to both switches.	
Services	Include post-deployment testing, documentation (Including detailed diagram of connectivity of all SANs), and admin training as part of bidder's responsibility.	



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 Agent in Charge (Procurement)

 General Services Communication Authority

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Active-Active Replication License – Huawei OceanStor Dorado 3000 V6		
Replication	Bidder must provide quote for active-active (sync) replication license for existing Huawei OceanStor Dorado 3000 V6	
I/O Module	Bidder must provide 4 x 10GB SFP+ MM IO Module per controller for existing SAN Storage	
Mandatory Specifications Fiber Channel (FC) SAN Switches (Qty = 02)		
Category	Requirement	Vendor's Response (Fully Comply/Partially comply/Does not comply)
SAN Switches (Qty: 02)	SAN switch must support Rear-to-Front (RTF) airflow to integrate seamlessly with existing data center cooling designs and ensure optimal thermal management within rack	
	Fiber Channel switch must offer a base configuration of 16 x 32Gb SFP+ ports, with capability to expand on demand up to 24 x 32Gb SFP+ ports via 8-port incremental license upgrades without requiring additional hardware modules or downtime	
	base switch unit must include 16 x 32Gb Short Wave Laser (SWL) SFP+ transceivers along with 16 OM4 LC-LC Cable and a complete rack mount kit as part of standard offering.	
	Fiber Channel switch must come bundled with an Enterprise-grade software license package that includes advanced fabric services, comprehensive diagnostics, enhanced security features, and fabric performance monitoring capabilities as a standard offering.	
	All 32Gb SFP+ transceivers must be vendor-labeled and certified to ensure full compatibility, provide enhanced diagnostic data, and support integrated security features unique to switch's operating system.	
	proposed solution must include a 36-month hardware support and warranty services	
Rack Mount Kits	Include rack mount kits, screws and relevant accessories	
Transceivers	Supply OEM-certified 32Gb SFP+ transceivers (vendor-labeled) for all FC connections, plus spares.	
Cables	Provide sufficient FC cables to ensure dual-path connectivity from each SAN controller (recommend	

	extra 20%).	
Firmware & Licenses	Include latest switch firmware and enterprise-grade software license package.	
Upgrade – Lenovo DB720S SAN Switches (QTY=02)		
Category	Requirement	Vendor's Response (Fully Comply/Partially comply/Does not comply)
SAN Switches (Qty: 02)	8-port 32G license upgrades without requiring additional hardware modules or downtime for each along with 8 x OM4 LC-LC Cables Part numbers: MMM56223, MMM56216	
	All 32Gb SFP+ transceivers must be vendor-labeled and certified to ensure full compatibility, provide enhanced diagnostic data, and support integrated security features unique to switch's operating system.	
Transceivers	Supply OEM-certified 32Gb SFP+ transceivers (vendor-labeled) for all FC connections, plus spares.	
Cables	Provide sufficient FC cables to ensure dual-path connectivity from each SAN controller (recommend extra 20%).	



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A. (Delivery Schedule)

Implementation Schedule Table

System, Subsystem, or lot number: *[if a multi-lot procurement, insert: lot number, otherwise state "entire System procurement"]*

[Specify desired installation and acceptance dates for all items in Schedule below, modifying sample line items and sample table entries as needed.]

Line Item No.	Subsystem / Item	Delivery (Bidder to specify in Preliminary Project Plan)	Installation (weeks from Effective Date)
	Project Plan		
1	<p>Enterprise-Class All-Flash SAN Storage: SAN storage system with active-active controllers and end-to-end NVMe architecture. Scalable up to 8 nodes with 25 × 7.68 TB NVMe SSD drives per array, Includes:</p> <ul style="list-style-type: none"> • Dual power cables and compatible rack-rail kits per SAN. • 1-2 hot spare NVMe drives per array. • Centralized management software licenses. • Complete installation, integration, and active-active replication setup with existing OceanStor Dorado 3000 V6. <p>Warranty: 36 Months Hardware, 24×7×365 Support, 4-Hour Mission-Critical Onsite</p>	Eight (08) to Ten (10) weeks after signing of contract (As per Purchase Order issued)	
2	<p>Fiber Channel (FC) SAN Switches: Base configuration of 16 × 32 Gb SFP+ ports (expandable to 24 ports). Includes:</p> <ul style="list-style-type: none"> • 16 × 32 Gb SWL SFP+ transceivers (vendor-labeled) • 16 OM4 LC-LC Cables. • Rack-mount kit and power cables. • Enterprise-grade software license package <p>Warranty: 36 Months Hardware, 24×7×365 Support, 4-Hour Mission-Critical Onsite Service.</p>	Eight (08) to Ten (10) weeks after signing of contract (As per Purchase Order issued)	


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Line Item No.	Subsystem / Item	Delivery (Bidder to specify in Preliminary Project Plan)	Installation (weeks from Effective Date)
3	Replication License for Existing SAN: Active-active (synchronous) replication license for Huawei OceanStor Dorado 3000 V6, fully integrated with proposed arrays.	Eight (08) to Ten (10) weeks after signing of contract (As per Purchase Order issued)	
4	8-Port × 32 Gb License Upgrade for Existing Lenovo DB720S SAN Switches: Includes 8 × 32 Gb SFP+ transceivers and 8 OM4 LC-LC cables per switch (Part Nos. MMM56223, MMM56216).	Eight (08) to Ten (10) weeks after signing of contract (As per Purchase Order issued)	



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Bid Data Sheet (BDS)

Following specific data for Information System to be procured shall complement, supplement, or amend provisions in Instructions to Bidders (ITBs). Whenever there is a conflict, provisions herein shall prevail over those in ITBs.

SECTION VI: STANDARD FORMS



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Form 1 Letter of Bid

INSTRUCTIONS TO BIDDERS: (delete this box once you have completed document)

Place this Letter of Bid in first envelope "TECHNICAL PROPOSAL".

Bidder must prepare Letter of Bid on stationery with its letterhead clearly showing Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from final document.

Date of this Bid submission: -----

RFB No.: [insert number of bidding process]

Request for Bid No.: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of PTA]

We, undersigned Bidder, hereby submit our Bid, in two parts, namely:

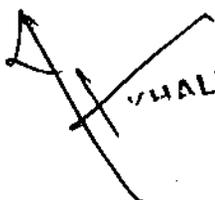
- (a) Technical Proposal, and
- (b) Financial Proposal.

In submitting our Bid we make following declarations:

- (a) **No reservations:** We have examined and have no reservations to bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by PTA based on execution of a Bid Securing Declaration or Proposal Securing Declaration in PTA's country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with bidding document and in accordance with Delivery Schedules specified in Schedule of Requirements following Goods: [insert a brief description of Goods and Related Services];
- (e) **Total Price:** total price of our Bid, excluding any discounts offered in item (d) below is:

In case of only one lot, total price of Bid is [insert total price of bid in words and figures, indicating various amounts and respective currencies];

In case of multiple lots, total price of each lot is [insert total price of each lot in words and figures, indicating various amounts and respective currencies];


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F-11 Islamabad

In case of multiple lots, total price of all lots (sum of all lots) [*insert total price of all lots in words and figures, indicating various amounts and respective currencies*];

- (f) **Discounts:** discounts offered and methodology for their application are:
- (i) discounts offered are: [*Specify in detail each discount offered*]
 - (ii) exact method of calculations to determine net price after application of discounts is shown below: [*Specify in detail method that shall be used to apply discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for period specified in **BDS 17.1** (as amended, if applicable) from date fixed for Bid submission deadline specified in **BDS 23.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet requirements, other than Alternative Bids submitted in accordance with **ITB 19**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by PTA. Further, we are not ineligible under Pakistan laws;
- (k) **State-owned enterprise or institution:** [*select appropriate option and delete other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet requirements of*];
- (l) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:** We understand that you are not bound to accept Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of Bidder: **[insert complete name of Bidder]*

Name of person duly authorized to sign Bid on behalf of Bidder: ** *[insert complete name of person duly authorized to sign Bid]*

Title of person signing Bid: *[insert complete title of person signing Bid]*

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Signature of person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In case of Bid submitted by a Joint Venture specify name of Joint Venture as Bidder.

**: Person signing Bid shall have power of attorney given by Bidder. Power of attorney shall be attached with Bid Schedules.



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Bidder Information Form

[Bidder shall fill in this Form in accordance with instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of bid submission]

No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check box(es) of attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that Bidder is not under supervision of PTA
8. Included are organizational chart, a list of Board of Directors, and beneficial ownership.


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Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Supplies delivered (*insert period*) years, in internationally traded currency specified in Bid Data Sheet: *[insert]*
- 1.3 Services performed as prime Supplier on provision of Services of a similar nature and volume over last (*insert period*) years. Values should be indicated in same currency used for Item 1.2 above. Also, list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Supplies provided and year of completion	Value of Contract
(a)			
(b)			

- 1.4 Major items of Supplier's Equipment proposed for carrying out Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			


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1.5 Qualifications and experience of key personnel proposed for administration and execution of Contract. Attach biographical data. Refer also to ITB 13.3(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contracts and firms involved. Refer to GCC 18.

Sections of Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for last *Two (02)* years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by PTA.

1.10 Information regarding any litigation, current or within last *Two (02)* years, in which Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved

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(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of Bidder.

1.12 Statement of compliance with requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with requirements of bidding documents.

2. Joint Ventures

2.1 information listed in 1.11 - 1.12 above shall be provided for each members of joint venture.

2.2 information in 1.13 above shall be provided for joint venture.

2.3 Attach power of attorney of signatory (ies) of Bid authorizing signature of Bid on behalf of joint venture.

2.4 Attach Contract among all members of joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for execution of Contract in accordance with Contract terms;

(b) one of members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of joint venture; and

(c) execution of entire Contract, including payment, shall be done exclusively with member in charge.

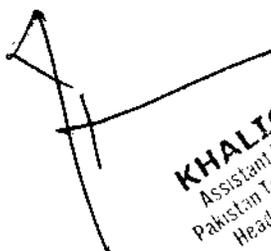
3. Additional Requirements

3.1 Bidders should provide any additional information required in Bid Data Sheet and to fulfill requirements of ITB 12.1, if applicable.

We, undersigned declare that

(a) information contained in and attached to this form is true and accurate as of date of bid submission

Authorized Signature: _____


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Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____


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Form FIN
Financial Situation and Performance

[Following table shall be filled in for Bidder and for each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in PKR	Historic information for previous <u>[02]</u> years, <i>[Two Years]</i> (amount in PKR,)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					


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2. Financial documents

Bidder and its parties shall provide copies of financial statements for *two (02)* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. Financial statements shall:

- (a) reflect financial situation of Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for *two (02)* years required above; and complying with requirements.


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Price Schedule Forms

[Bidder shall fill in these Price Schedule Forms in accordance with instructions indicated. In information systems procurement, Contract Price (and payment schedule) should be linked as much as possible to achievement of operational capabilities, not just to physical delivery of technology

Preamble:

PTA should highlight any special requirements of Information System and Contract in a Preamble to Price Schedules. Following is an example of one such preamble;

1. Price Schedules are divided into separate Schedules as follows:
 - i. Supply and Installation Cost Sub-Table(s)
2. Schedules do not generally give a full description of information technologies to be supplied, installed, and operationally accepted, or Services to be performed under each item. However, it is assumed that Bidders shall have read Technical Requirements and other sections of these Bidding Documents to ascertain full scope of requirements associated with each item prior to filling in rates and prices. Quoted rates and prices shall be deemed to cover full scope of these Technical Requirements, as well as overhead and profit.
3. If Bidders are unclear or uncertain as to scope of any item, they shall seek clarification in accordance with Instructions to Bidders in Bidding Documents prior to submitting their bid.

Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by Bidder. As specified in Bid Data Sheet, prices shall be fixed and firm for duration of Contract.
5. Bid prices shall be quoted in manner indicated and in currencies specified in ITB Clauses 15. Prices must correspond to items of scope and quality defined in Technical Requirements or elsewhere in these Bidding Documents.
6. Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make bid noncompetitive, or subject Bidder to possible loss. PTA will correct any arithmetic error.
7. Payments will be made to Supplier in currency or currencies indicated under each respective item. As specified in ITB Clause 15.1 (ITB Clause 28.1 in two-stage SBD), no more than three foreign currencies may be used. Price of an item should be unique regardless of installation site.


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Financial Proposal

Supply and Installation Cost Tables

As necessary for supply, installation, and achieving Operational Acceptance of System, specify items in Table below, modifying, deleting, or expanding sample line items and sample table entries as needed. Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15. Cost of each required Items as per technical specifications may be mentioned. Financial Bid will be evaluated on basis of sum total of all components mentioned in under mentioned Table.

Component No.	Component Description	Unit Price Without GST/ICT Tax on Services (PKR)	Rate of GST/Tax on ICT Services	Total GST/Tax on ICT Services (PKR)	Total Prices (With GST/ICT Services)
1	<p>Enterprise-Class All-Flash SAN Storage: SAN storage system with active-active controllers and end-to-end NVMe architecture. Scalable up to 8 nodes with 25 × 7.68 TB NVMe SSD drives per array, Includes:</p> <ul style="list-style-type: none"> • Dual power cables and compatible rack-rail kits per SAN. • 1–2 hot spare NVMe drives per array. • Centralized management software licenses. • Complete installation, integration, and active-active replication setup with existing OceanStor Dorado 3000 V6. <p>Warranty: 36 Months Hardware, 24×7×365 Support, 4-Hour Mission-Critical Onsite</p> <p>(Bidders may quote equivalent Model/Brand with 100% compatibility with existing Model). bidders may visit site for further clarification regarding existing SAN Storage.</p>				


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2	<p>Fiber Channel (FC) SAN Switches: Base configuration of 16 × 32 Gb SFP+ ports (expandable to 24 ports). Includes:</p> <ul style="list-style-type: none"> • 16 × 32 Gb SWL SFP+ transceivers (vendor-labeled) • 16 OM4 LC-LC Cables. • Rack-mount kit and power cables. • Enterprise-grade software license package <p>Warranty: 36 Months Hardware, 24×7×365 Support, 4-Hour Mission-Critical Onsite Service.</p>				
3	<p>Replication License for Existing SAN: Active-active (synchronous) replication license for Huawei OceanStor Dorado 3000 V6, fully integrated with proposed arrays.</p>				
4	<p>8-Port × 32 Gb License Upgrade for Existing Lenovo DB720S SAN Switches: Includes 8 × 32 Gb SFP+ transceivers and 8 OM4 LC-LC cables per switch (Part Nos. MMM56223, MMM56216).</p>				

Grand Total in Figures (PKR)	
Grand Total in Words	
Name of Bidder:	
Authorized Signature of Bidder:	


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Manufacturer's Authorization

[Bidder shall require Manufacturer to fill in this Form in accordance with instructions indicated. This letter of authorization should be on letterhead of Manufacturer and should be signed by a person with proper authority to sign documents that are binding on Manufacturer. Bidder shall include it in its Bid, if so indicated in BDS.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of PTA]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* (hereinafter, "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of following Products produced by us:

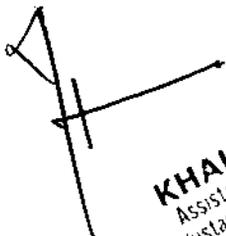
We hereby extend our full guarantee and warranty in accordance with Clause 29 of General Conditions of Contract, with respect to Therapeutic Goods offered by above firm.

Signed: *[insert signature(s) of authorized representative(s) of Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*



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General Information Form

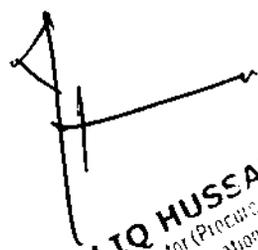
All individual firms and each partner of a Joint Venture that are bidding must complete information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where Bidder proposes to use named Subcontractors for highly specialized components of Information System, following information should also be supplied for Subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of beneficial owners along with shares percentage		
Name	Nationality	Share Percentage
1.		
2.		
3.		
4.		
5.		

To be completed by all owners of partnerships or individually owned firms.


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Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of PTA	
3.	PTA address	
4.	Nature of Information Systems and special features relevant to contract for which Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount PKR Total contract: ____; Subcontract: ____; Partner share: ____;	
8.	Date of award/completion	
9.	Contract was completed ____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed PKR _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate approximate percent of total contract value (and PKR amount) of Information System undertaken by subcontract, if any, and nature of such Information System.	

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Letter of Acceptance

[Letterhead paper of PTA]

[date]

To: [name and address of Supplier]

This is to notify you that your Bid dated [date] for execution of [name of Contract and identification number, as given in Special Conditions of Contract] for Contract Price of equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert name of Appointing Authority], to be Appointing Authority, to appoint Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return attached draft Contract parties to contract shall sign vetted contract within fourteen (14) working days.

You are hereby required to furnish Performance Guarantee/Security in form and amount stipulated in Special Conditions of Contract within a period of fourteen (14) days after receipt of Letter of Acceptance.

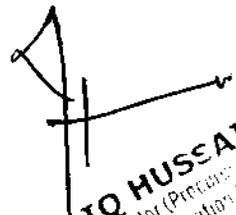
Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier


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Bid Securing Declaration

[Bidder shall fill in this Form in accordance with instructions indicated.]

Date: [insert date (as day, month and year)]

Bid No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Procuring Agency]

We, undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under bid conditions, because we:

- (a) have withdrawn or modified our Bid during period of Bid Validity specified in form of Bid;
- (b) Disagreement to arithmetical correction made to bid price; or
- (c) having been notified of Acceptance of our Bid by PTA during period of Bid Validity, (i) failure to sign contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish Performance Security or to comply with any other condition precedent to signing contract specified in bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not successful Bidder, upon earlier of (i) our receipt of your notification to us of name of successful Bidder; or (ii) twenty-eight (28) days after expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In capacity of [insert legal capacity of person signing bid Securing Declaration]

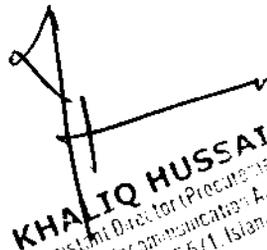
Name: [insert complete name of person signing bid Securing Declaration]

Duly authorized to sign bid for and on behalf of: [insert complete name of Bidder]

b) Dated on _____ day of _____, _____ [insert date of signing]
Corporate Seal (where appropriate)


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SECTION VII: GENERAL CONDITIONS OF CONTRACT


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GENERAL CONDITIONS OF CONTRACT (GCC)

1.	Definitions	1.1	following words and expressions shall have meanings hereby assigned to them:
		a)	"Authority" means Public Procurement Regulatory Authority.
		b)	"Arbitrator" is person appointed with mutual consent of both parties, to resolve contractual disputes as provided for in General Conditions of Contract GCC Clause 31 hereunder.
		c)	"Contract" means agreement entered into between PTA and Supplier, as recorded in Contract Form signed by parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	"Commencement Date" is date when Supplier shall commence execution of contract as specified in SCC .
		e)	"Completion" means fulfillment of related services by Supplier in accordance with terms and conditions set forth in contract.
		f)	"Country of Origin" means countries and territories eligible under PPRA Rules 2004 and its corresponding Regulations as further elaborated in SCC .
		g)	"Contract Price" is price stated in Letter of Acceptance and thereafter as adjusted in accordance with provisions of Contract.
		h)	"Effective Contract date" is date shown in Certificate of Contract Commencement issued by PTA upon fulfillment of conditions precedent stipulated in GCC Clause 5 .
		i)	"PTA" means person named as PTA in SCC and legal successors in title to this person, procuring Goods and related service, as named in SCC .
		j)	"Related Services" means those services ancillary to delivery of Goods, such as transportation and insurance, and any other incidental services, such as

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			installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of Supplier covered under Contract.
		k)	"GCC" means General Conditions of Contract contained in this section.
		l)	"Intended Delivery Date" is date on which it is intended that Supplier shall effect delivery as specified in SCC.
		m)	"Information System," also called "System," means all Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of Supplier's Equipment), together with Services to be carried out by Supplier under Contract
		n)	"SCC" means Special Conditions of Contract.
		o)	"Supplier" means individual private or government entity or a combination of above whose Bid to perform contract has been accepted by PTA and is named as such in Contract Agreement, and includes legal successors or permitted assigns of supplier and shall be named in SCC.
		p)	"Project Name" means name of project stated in SCC.
		q)	"Day" means calendar day.
		r)	"Eligible Country" means countries and territories eligible for participation in accordance with policies of Federal Government.
		s)	"End User" means organization(s) where goods will be used, as named in SCC.
		t)	"Origin" means place where Goods were mined, grown, or produced or from which Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		u)	"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which

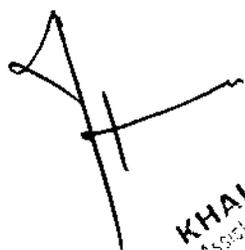
			<p>makes a Party's performance of its obligations under Contract impossible or so impractical as to be considered impossible under circumstances.</p> <p>For purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within power of Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p>
		v)	" Specification " means Specification of Goods and performance of incidental services in accordance with relevant standards included in Contract and any modification or addition made or approved by PTA.
		w)	Supplier's Bid is completed Bid document submitted by Supplier to PTA.
2.	Application and interpretation	2.1	These General Conditions shall apply to extent that they are not superseded by provisions of other parts of Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include plural and vice versa; and masculine include feminine. Words have their ordinary meaning under language of Contract unless specifically defined.


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		2.3	documents forming Contract shall be interpreted in following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in Special Conditions of Contract as forming part of Contract.
3.	Conditions Precedent	3.1	Having signed Contract, it shall come into effect on date on which following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in form specified in SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If Condition precedent stipulated on GCC Clause 3.1 is not met by date specified in SCC this contract shall not come into effect;
		3.3	If PTA is satisfied that each of conditions precedent in this contract has been satisfied (except to extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to supplier a certificate of Contract commencement, which shall confirm start date.
4.	Governing Language	4.1	Contract as all correspondence and documents relating to contract exchanged by Supplier and PTA shall be written in language specified in SCC. Subject to GCC Clause 3.1, version of Contract written in specified language shall govern its interpretation.


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5.	Applicable Law and Effectiveness of contract	5.1	contract shall be governed and interpreted in accordance with laws of Pakistan, unless otherwise specified in SCC.
		5.2	Contract shall be effective from date specified in SCC,
6.	Country of Origin	6.1	origin of goods and services making information systems may be distinct from nationality of Supplier.
7.	Scope of Information System	7.1	Unless otherwise expressly limited in SCC or Technical Requirements, Supplier's obligations cover provision of all Information Technologies, Materials and other Goods as well as performance of all Services required for design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of System, in accordance with plans, procedures, specifications, drawings, codes, and any other documents specified in Contract and Agreed and Finalized Project Plan
		7.2	Supplier shall, unless specifically excluded in Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in Contract but that can be reasonably inferred from Contract as being required for attaining Operational Acceptance of System as if such work and / or items and Materials were expressly mentioned in Contract.
		7.3	Supplier's obligations (if any) to provide Goods and Services as implied by Recurrent Cost tables of Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in SCC, including relevant terms, characteristics, and timings



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8.	Supplier's Responsibilities	8.1	Supplier shall conduct all activities with due care and diligence, in accordance with Contract and with skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise work at hand.
		8.2	Supplier confirms that it has entered into this Contract on basis of a proper examination of data relating to System provided by PTA and on basis of information that Supplier could have obtained from a visual inspection of site (if access to site was available) and of other data readily available to Supplier relating to System as at date Seven (07) days prior to bid submission. Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating difficulty or cost of successfully performing Contract
		8.3	Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Project Plan within time schedule specified in Implementation Schedule in Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for termination.
		8.4	Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in PTA's Country that are necessary for performance of Contract, including, without limitation, visas for Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. Supplier shall acquire all other permits, approvals, and/or licenses that are not responsibility of PTA and that are necessary for performance of Contract.

		8.5	Supplier shall comply with all laws in force in PTA's Country. laws will include all national, provincial, municipal, or other laws that affect performance of Contract and are binding upon Supplier. Supplier shall indemnify and hold harmless PTA from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from violation of such laws by Supplier or its personnel, including Subcontractors and their personnel, but without prejudice to GCC Clause 9.1. Supplier shall not indemnify PTA to extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of PTA.
		8.6	Supplier shall, in all dealings with its labor and labor of its Subcontractors currently employed on or connected with Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to employment of labor.
		8.7	Any Information Technologies or other Goods and Services that will be incorporated in or be required for System and other supplies shall have their Origin in a country that shall be an Eligible Country.
		8.8	Supplier shall permit PTA and/or persons appointed by PTA to inspect Supplier's offices and/or accounts and records of Supplier and its sub-contractors relating to performance of Contract, and to have such accounts and records audited by auditors.
		8.9	Other Supplier responsibilities, if any, are as stated in SCC.
9.	PTA's Responsibility	9.1	PTA shall ensure accuracy of all information and/or data to be supplied by PTA to Supplier, except when otherwise expressly stated in Contract.



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	9.2	PTA shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed and Finalized Project Plan (pursuant to GCC Clause 17) within time schedule specified in Implementation Schedule in Technical Requirements Section. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.
	9.3	PTA shall be responsible for acquiring and providing legal and physical possession of site and access to it, and for providing possession of and access to all other areas reasonably required for proper execution of Contract.
	9.4	If requested by Supplier, PTA shall use its best endeavors to assist Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for execution of Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require Supplier or Subcontractors or personnel of Supplier or Subcontractors, as case may be, to obtain.
	9.5	In such cases where responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to Supplier, as specified in Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of Contract, PTA shall use its best endeavors to assist Supplier in obtaining such services in a timely and expeditious manner.

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	9.6	PTA shall be responsible for timely provision of all resources, access, and information necessary for Installation and Operational Acceptance of System (including, but not limited to, any required telecommunications or electric power services), as identified in Agreed and Finalized Project Plan, except where provision of such items is explicitly identified in Contract as being responsibility of Supplier. Delay by PTA may result in an appropriate extension of Time for Operational Acceptance, at Supplier's discretion
	9.7	Unless otherwise specified in Contract or agreed upon by PTA and Supplier, PTA shall provide sufficient, properly qualified operating and technical personnel, as required by Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before time specified in Technical Requirements Section's Implementation Schedule and Agreed and Finalized Project Plan.
	9.8	PTA will designate appropriate staff for training courses to be given by Supplier and shall make all appropriate logistical arrangements for such training as specified in Technical Requirements, SCC, Agreed and Finalized Project Plan, or other parts of Contract.
	9.9	PTA assumes primary responsibility for Operational Acceptance Test(s) for System, in accordance with GCC Clause 26, and shall be responsible for continued operation of System after Operational Acceptance. However, this shall not limit in any way Supplier's responsibilities after date of Operational Acceptance otherwise specified in Contract.
	9.10	PTA is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to Supplier elsewhere in Contract.
	9.11	Other PTA responsibilities, if any, are as stated in SCC.

10.	Prices	10.1	contract price shall be as specified in Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to Contract.
		10.2	Prices charged by Supplier for Information System under Contract shall not vary from prices quoted by Supplier in its Bid, with exception of any price adjustments authorized in SCC or in PTA's request for Bid Validity extension, as case may be.
11.	Payment	11.1	method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.
		11.2	Supplier's request(s) for payment shall be made to PTA in writing or in electronic forms that provide record of content of communication, accompanied by an invoice describing, as appropriate, Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in Contract.
		11.3	Payments shall be made promptly by PTA, within sixty (60) days after submission of an invoice or claim by Supplier. If PTA makes a late payment, Supplier shall be paid interest on late payment. Interest shall be calculated from date by which payment should have been made up to date when late payment is made at rate as specified in SCC.
		11.4	currency or currencies in which payment is made to Supplier under this Contract shall be specified in SCC subject to following general principle: payment will be made in currency or currencies in which payment has been requested in Supplier's Bid.
		11.5	All payments shall be made in currency or currencies specified in SCC pursuant to GCC Clause 11.4
12.	Performance Guarantee	12.1	proceeds of Performance Security (or Guarantee) shall be payable to PTA as compensation for any loss resulting from Supplier's failure to complete its obligations under Contract.
		12.2	Performance Guarantee shall be in one of following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in form provided in Bidding Documents or another form acceptable to PTA; or

			b) A cashier's or certified check.
		12.3	performance guarantee will be discharged by PTA and returned to Supplier not later than thirty (30) days following date of completion of Supplier's performance obligations under Contract, including any warranty obligations, unless otherwise specified in SCC.
13.	Taxes and Duties	13.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		13.2	If any tax exemptions, reductions, allowances or privileges may be available to Supplier in Pakistan PTA shall use its best efforts to enable Supplier to benefit from any such tax savings to maximum allowable extent.
		13.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until supply of information system to PTA.
14.	Copy Rights	14.1	Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in owner of such rights.
		14.2	PTA agrees to restrict use, copying, or duplication of Standard Software and Standard Materials in accordance with GCC Clause 16, except those additional copies of Standard Materials may be made by PTA for use within scope of project of which System is a part, in event that Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials
		14.3	PTA's contractual rights to use Standard Software or elements of Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with relevant license agreement or as may be otherwise specified in SCC


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		14.5	As applicable, PTA's and Supplier's rights and obligations with respect to Custom Software or elements of Custom Software, including any license agreements, and with respect to Custom Materials or elements of Custom Materials, are specified in SCC. Subject to SCC, Intellectual Property Rights in all Custom Software and Custom Materials specified in Contract Agreement (if any) shall, at date of this Contract or on creation of rights (if later than date of this Contract), vest in PTA. Supplier shall do and execute or arrange for doing and executing of each necessary act, document, and thing that PTA may consider necessary or desirable to perfect right, title, and interest of PTA in and to those rights. In respect of such Custom Software and Custom Materials, Supplier shall ensure that holder of a moral right in such an item does not assert it, and Supplier shall, if requested to do so by PTA, and where permitted by applicable law, ensure that holder of such a moral right waives it.
		14.6	parties shall enter into such (if any) escrow arrangements in relation to Source Code to some or all of Software as are specified in SCC and in accordance with SCC
15.	Software License Agreements	15.1	<p>Except to extent that Intellectual Property Rights in Software vest in PTA, Supplier hereby grants to PTA license to access and use Software, including all inventions, designs, and marks embodied in Software.</p> <p>Such license to access and use Software shall:</p> <p>(a) be:</p> <p>(i) nonexclusive;</p> <p>(ii) fully paid up and irrevocable (except that it shall terminate if Contract terminates under GCC Clauses 41);</p> <p>(iii) valid throughout territory of PTA's Country (or such other territory as specified in SCC); and</p> <p>(iv) subject to additional restrictions (if any) as specified in SCC.</p>

		<p>b) permit Software to be:</p> <p>(i) used or copied for use on or with computer(s) for which it was acquired (if specified in Technical Requirements and/or Supplier's bid), plus a backup computer(s) of same or similar capacity, if primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;</p> <p>(ii) as specified in SCC, used or copied for use on or transferred to a replacement computer(s), (and use on original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if Technical Requirements and/or Supplier's bid specifies a class of computer to which license is restricted and unless Supplier agrees otherwise in writing, replacement computer(s) is(are) within that class;</p> <p>(iii) if nature of System is such as to permit such access, accessed from other computers connected to primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to extent necessary to that access;</p>
		<p>(iv) reproduced for safekeeping or backup purposes;</p> <p>(v) customized, adapted, or combined with other computer software for use by PTA, provided that derivative software incorporating any substantial part of delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;</p> <p>(vi) as specified in SCC, disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and PTA may sublicense such persons to use and copy for use Software) to extent reasonably necessary to performance of their support service contracts, subject to same restrictions as are set forth in this Contract; and</p>



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			(vii) disclosed to, and reproduced for use by, PTA and by such other persons as are specified in SCC (and PTA may sublicense such persons to use and copy for use Software), subject to same restrictions as are set forth in this Contract.
		15.2	Standard Software may be subject to audit by Supplier, in accordance with terms specified in SCC, to verify compliance with above license agreements.
15.	Confidential Information	16.1	Except if otherwise specified in SCC, "Receiving Party" (either PTA or Supplier) shall keep confidential and shall not, without written consent of other party to this Contract ("Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by Disclosing Party prior to or during performance, or following termination, of this Contract.
		16.2	For purposes of GCC Clause 16.1, Supplier is also deemed to be Receiving Party of Confidential Information generated by Supplier itself in course of performance of its obligations under Contract and relating to businesses, finances, suppliers, employees, or other contacts of PTA or PTA's use of System.

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		16.3	<p>Notwithstanding GCC Clauses 16.1 and 16.2:</p> <ul style="list-style-type: none"> (a) Supplier may furnish to its Subcontractor Confidential Information of PTA to extent reasonably required for Subcontractor to perform its work under Contract; and (b) PTA may furnish Confidential Information of Supplier: (i) to its support service suppliers and their subcontractors to extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, <p>in which event Receiving Party shall ensure that person to whom it furnishes Confidential Information of Disclosing Party is aware of and abides by Receiving Party's obligations under this GCC Clause 16 as if that person were party to Contract in place of Receiving Party.</p>
		16.4	<p>PTA shall not, without Supplier's prior written consent, use any Confidential Information received from Supplier for any purpose other than operation, maintenance and further development of System. Similarly, Supplier shall not, without PTA's prior written consent, use any Confidential Information received from PTA for any purpose other than those that are required for performance of Contract.</p>
		16.5	<p>obligation of a party under GCC Clauses 16.1 through 16.4 above, however, shall not apply to that information which:</p> <ul style="list-style-type: none"> (a) now or hereafter enters public domain through no fault of Receiving Party; (b) can be proven to have been possessed by Receiving Party at time of disclosure and that was not previously obtained, directly or indirectly, from Disclosing Party; (c) otherwise lawfully becomes available to Receiving Party from a third party that has no obligation of confidentiality.

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		16.6	above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of parties to this Contract prior to date of Contract in respect of System or any part thereof.
		16.7	provisions of this GCC Clause 16 shall survive termination, for whatever reason, of Contract for five (05) years or such longer period as may be specified in SCC.
16.	Project Plan	17.1	In close cooperation with PTA and based on Preliminary Project Plan included in Supplier's bid, Supplier shall develop a Project Plan encompassing activities specified in Contract. contents of Project Plan shall be as specified in SCC and/or Technical Requirements.
		17.2	Supplier shall formally present to PTA Project Plan in accordance with procedure specified in SCC
		17.3	If required, impact on Implementation Schedule of modifications agreed during finalization of Agreed and Finalized Project Plan shall be incorporated in Contract by amendment, in accordance with GCC Clauses 35.
		17.4	Supplier shall undertake to supply, install, test, and commission System in accordance with Agreed and Finalized Project Plan and Contract
		17.5	Progress and other reports specified in SCC shall be prepared by Supplier and submitted to PTA in format and frequency specified in Technical Requirements.

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17.	Sub-contracting	18.1	List of Approved Subcontractors to Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by PTA. If no Subcontractors are listed for an item, Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to list for such items. Supplier may from time to time propose additions to or deletions from any such list. Supplier shall submit any such list or any modification to list to PTA for its approval in sufficient time so as not to impede progress of work on System. PTA shall not withhold such approval unreasonably. Such approval by PTA of a Subcontractor(s) shall not relieve Supplier from any of its obligations, duties, or responsibilities under Contract
		18.2	Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 18.1. If Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek PTA's prior approval under GCC Clause 18.3.
		18.3	For items for which pre-approved Subcontractor lists have not been specified in Appendix to Contract Agreement, Supplier may employ such Subcontractors as it may select, provided: (i) Supplier notifies PTA in writing at least twenty-eight (28) days prior to proposed mobilization date for such Subcontractor; and (ii) by end of this period either PTA has granted its approval in writing or fails to respond. Supplier shall not engage any Subcontractor to which PTA has objected in writing prior to end of notice period. absence of a written objection by PTA during above specified period shall constitute formal acceptance of proposed Subcontractor. Except to extent that it permits deemed approval of PTA of Subcontractors not listed in Contract Agreement, nothing in this Clause, however, shall limit rights and obligations of either PTA or Supplier as they are specified in GCC Clauses 18.1 and 18.2, in SCC, or in Appendix of Contract Agreement.



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18.	Procurement and Delivery	19.1	Subject to related PTA's responsibilities pursuant to GCC Clause 9, Supplier shall manufacture or procure and transport all Information Technologies, Materials, and other Goods in an expeditious and orderly manner to Project Site
		19.2	Delivery of Information Technologies, Materials, and other Goods shall be made by Supplier in accordance with Technical Requirements
		19.3	Early or partial deliveries require explicit written consent of PTA, which consent shall not be unreasonably withheld.
19.	Transportation	20.1	Supplier shall provide such packing of Goods as is required to prevent their damage or deterioration during shipment. packing, marking, and documentation within and outside packages shall comply strictly with PTA's instructions to Supplier.
		20.2	Supplier will bear responsibility for and cost of transport to Project Sites in accordance with terms and conditions used in specification of prices in Price Schedules, including terms and conditions of associated Incoterms.
		20.3	Unless otherwise specified in SCC, Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

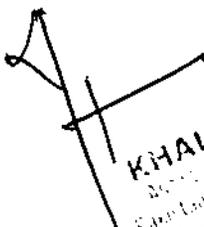
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20.	Documents	21.1	<p>Unless otherwise specified in SCC, Supplier will provide PTA with shipping and other documents, as specified below;</p> <p>(i) For Goods supplied from outside PTA's Country:</p> <p>Upon shipment, Supplier shall notify PTA and insurance company contracted by Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with full details of shipment. Supplier shall promptly send following documents to PTA by mail or courier, as appropriate, with a copy to cargo insurance company:</p> <ul style="list-style-type: none"> (a) two copies of Supplier's invoice showing description of Goods, quantity, unit price, and total amount; (b) usual transportation documents; (c) insurance certificate; (d) certificate(s) of origin; and (e) estimated time and point of arrival in PTA's Country and at site. <p>(ii) For Goods supplied locally (i.e., from within PTA's country):</p> <p>Upon shipment, Supplier shall notify PTA by telex, cable, facsimile, electronic mail, or EDI with full details of shipment. Supplier shall promptly send following documents to PTA by mail or courier, as appropriate:</p> <ul style="list-style-type: none"> (a) two copies of Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) certificate of insurance; (d) certificate(s) of origin; and (e) estimated time of arrival at site.
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			<p>(iii) Customs Clearance</p> <p>(a) PTA will bear responsibility for, and cost of, customs clearance into PTA's country in accordance particular Incoterm(s) used for Goods supplied from outside PTA's country in Price Schedules referred to by Article 2 of Contract Agreement.</p> <p>(b) At request of PTA, Supplier will make available a representative or agent during process of customs clearance in PTA's country for goods supplied from outside PTA's country. In event of delays in customs clearance that are not fault of Supplier:</p> <p>(c) Supplier shall be entitled to an extension in Time for Achieving Operational Acceptance, pursuant to GCC Clause 26; Contract Price shall be adjusted to compensate Supplier for any additional storage charges that Supplier may incur as a result of delay.</p>
21.	Product Upgrades	22.1	At any point during performance of Contract, should technological advances be introduced by Supplier for Information Technologies originally offered by Supplier in its bid and still to be delivered, Supplier shall be obligated to offer to PTA latest versions of available Information Technologies having equal or better performance or functionality at same or lesser unit prices.
		22.2	At any point during performance of Contract, for Information Technologies still to be delivered, Supplier will also pass on to PTA any cost reductions and additional and/or improved support and facilities that it offers to other clients of Supplier in PTA's Country.


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			During performance of Contract, Supplier shall offer to PTA all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from Supplier to other clients of Supplier in PTA's Country, and no later than twelve (12) months after they are released in country of origin. In no case will prices for these Software exceed those quoted by Supplier in Recurrent Costs tables in its bid.
22.	Inspections and Test	23.1	PTA or its representative shall have right to inspect and /or to test components of system to confirm their conformity to Contract specifications at no extra cost to PTA. SCC and Technical Specifications shall specify what inspections and tests PTA shall notify Supplier in writing or in electronic forms that provide record of content of communication, in a timely manner, of identity of any representatives retained for these purposes.
		23.2	inspections and tests may be conducted on premises of Supplier or its subcontractor(s), at point of delivery, and/or at Goods' final destination. If conducted on premises of Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to inspectors at no charge to PTA.
		23.3	Should any inspected or tested component fail to conform to Specifications, PTA may reject component, and Supplier shall replace rejected component to meet specification requirements free of cost to PTA.
		23.4	PTA's right to inspect, test and, where necessary, reject component after arrival in PTA's country shall in no way be limited or eared by reason of component having previously been inspected, tested, and passed by PTA or its representative prior to shipment from country of origin.


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		23.5	PTA may require Supplier to carry out any inspection and/or test not specified in Contract, provided that Supplier's reasonable costs and expenses incurred in carrying out of such inspection and/or test shall be added to Contract Price. Further, if such inspection and/or test impedes progress of work on System and/or Supplier's performance of its other obligations under Contract, due allowance will be made in respect of Time for Achieving Operational Acceptance and other obligations so affected
		23.6	If any dispute shall arise between parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in System that cannot be settled amicably between parties within a reasonable period of time, either party may invoke process, starting with referral of matter to Adjudicator in case an Adjudicator is included and named in Contract Agreement.
23.	Installation of System	24.1	As soon as System, or any Subsystem, has, in opinion of Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with Technical Requirements, SCC and Agreed and Finalized Project Plan, Supplier shall so notify PTA in writing


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		<p>24.2 Project Manager shall, within fourteen (14) days after receipt of Supplier's notice under GCC Clause 24.1, either issue an Installation Certificate in form specified in Sample Forms Section in Bidding Documents, stating that System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to SCC for GCC Clause 26.1), has achieved Installation by date of Supplier's notice under GCC Clause 24.1, or notify Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in interoperability or integration of various components and/or Subsystems making up System. Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that Project Manager has notified Supplier of. Supplier shall then promptly carry out retesting of System or Subsystem and, when in Supplier's opinion System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify PTA in writing, in accordance with GCC Clause 24.1. procedure set out in this GCC Clause 24.2 shall be repeated, as necessary, until an Installation Certificate is issued.</p>
		<p>24.3 If Project Manager fails to issue Installation Certificate and fails to inform Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of Supplier's notice under GCC Clause 24.1, or if PTA puts System or a Subsystem into production operation, then System (or Subsystem) shall be deemed to have achieved successful Installation as of date of Supplier's notice or repeated notice, or when PTA put System into production operation, as case may be.</p>


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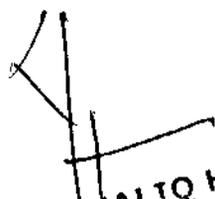
24. Commissioning	25.1	<p>Commissioning of System (or Subsystem if specified pursuant to SCC for GCC Clause 26.1) shall be commenced by Supplier:</p> <ul style="list-style-type: none"> (a) immediately after Installation Certificate is issued by Project Manager, pursuant to GCC Clause 24.2; or (b) as otherwise specified in Technical Requirement or Agreed and Finalized Project Plan; or (c) immediately after Installation is deemed to have occurred, under GCC Clause 24.3.
	25.2	<p>PTA shall supply operating and technical personnel and all materials and information reasonably required to enable Supplier to carry out its obligations with respect to Commissioning.</p> <p>Production use of System or Subsystem(s) shall not commence prior to start of formal Operational Acceptance Testing</p>
25. Operational Acceptance Tests	26.1	<p>Operational Acceptance Tests (and repeats of such tests) shall be primary responsibility of PTA (in accordance with GCC Clause 9.9), but shall be conducted with full cooperation of Supplier during Commissioning of System (or major components or Subsystem[s] if specified in SCC and supported by Technical Requirements), to ascertain whether System (or major component or Subsystem[s]) conforms to Technical Requirements and meets standard of performance quoted in Supplier's bid, including, but not restricted to, functional and technical performance requirements. Operational Acceptance Tests during Commissioning will be conducted as specified in SCC, Technical Requirements and/or Agreed and Finalized Project Plan.</p> <p>At PTA's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of System.</p>

		26.2	If for reasons attributable to PTA, Operational Acceptance Test of System (or Subsystem[s] or major components, pursuant to SCC for GCC Clause 26.1) cannot be successfully completed within period specified in SCC, from date of Installation or any other period agreed upon in writing by PTA and Supplier, Supplier shall be deemed to have fulfilled its obligations with respect to technical and functional aspects of Technical Specifications, SCC and/or Agreed and Finalized Project Plan.
26.	Operational Acceptance	27.1	<p>Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of System, when</p> <ul style="list-style-type: none"> a) Operational Acceptance Tests, as specified in Technical Requirements, and/or SCC and/or Agreed and Finalized Project Plan have been successfully completed; or b) Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to PTA within period from date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or c) PTA has put System into production or use for sixty (60) consecutive days. If System is put into production or use in this manner, Supplier shall notify PTA and document such use
		27.2	At any time after any of events set out in GCC Clause 27.1 have occurred, Supplier may give a notice to Project Manager requesting issue of an Operational Acceptance Certificate.
		27.3	<p>After consultation with PTA, and within fourteen (14) days after receipt of Supplier's notice, Project Manager shall:</p> <ul style="list-style-type: none"> (a) issue an Operational Acceptance Certificate; or (b) notify Supplier in writing of any defect or deficiencies or other reason for failure of Operational Acceptance Tests; or (c) issue Operational Acceptance Certificate, if situation covered by GCC Clause 27.1 (b) arises.

		27.4	Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for failure of Operational Acceptance Test that Project Manager has notified Supplier of. Once such remedies have been made by Supplier, Supplier shall notify PTA, and PTA, with full cooperation of Supplier, shall use all reasonable endeavors to promptly carry out retesting of System or Subsystem. Upon successful conclusion of Operational Acceptance Tests, Supplier shall notify PTA of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3. PTA shall then issue to Supplier Operational Acceptance Certification in accordance with GCC Clause 27.3 (a), or shall notify Supplier of further defects, deficiencies, or other reasons for failure of Operational Acceptance Test. procedure set out in this GCC Clause 27.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
		27.5	<p>If System or Subsystem fails to pass Operational Acceptance Test(s) in accordance with GCC Clause 26.1, then either:</p> <p>(a) PTA may consider terminating Contract, pursuant to GCC Clause 41;</p> <p style="text-align: center;">or</p> <p>(b) if failure to achieve Operational Acceptance within specified time period is a result of failure of PTA to fulfill its obligations under Contract, then Supplier shall be deemed to have fulfilled its obligations with respect to relevant technical and functional aspects of Contract.</p>
		27.6	If within fourteen (14) days after receipt of Supplier's notice Project Manager fails to issue Operational Acceptance Certificate or fails to inform Supplier in writing of justifiable reasons why Project Manager has not issued Operational Acceptance Certificate, System or Subsystem shall be deemed to have been accepted as of date of Supplier's said notice


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27.	Partial Acceptance	28.1	If so specified in SCC for GCC Clause 26.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of System. In this event, provisions in Contract relating to Installation and Commissioning, including Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of System, subject to limitations contained in GCC Clause 28.2.
		28.2	issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 28.1 shall not relieve Supplier of its obligation to obtain an Operational Acceptance Certificate for System as an integrated whole (if so specified in SCC for GCC 27.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned
		28.3	In case of minor components for System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after fittings and/or furnishings have been delivered and/or installed or site works have been completed. Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by PTA or Supplier.


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28.	Warranty/ Defect Liability Period	29.1	Supplier warrants that system, including all Information Technologies, Materials and other goods supplied and services provided under Contract are new, unused, of most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in Contract. Supplier further warrants that all Goods supplied and services provided under this Contract shall have no defect, arising from design, materials, or workmanship that prevent System and/or any of its components from fulfilling Technical Requirements (except when design and/or material is required by PTA, specifications) or from any act or omission of Supplier, that may develop under normal use of supplied Information System in conditions prevailing in Pakistan. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified in SCC. Commercial warranty provisions of products supplied under Contract shall apply to extent that they do not conflict with provisions of this Contract.
		29.2	This warranty Period shall commence from date of Operational Acceptance of System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in Contract) and shall remain valid for a period specified in SCC.
		29.3	PTA shall promptly notify Supplier in writing or in electronic forms that provide record of content of communication of any claims arising under this warranty.
		29.4	Upon receipt of such notice, Supplier shall promptly or within period specified in SCC, in consultation and agreement with PTA regarding appropriate remedying of defects, and at its sole cost, repair, replace, or otherwise make good (as Supplier shall, at its discretion, determine) such defect as well as any damage to System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by Supplier shall remain property of Supplier

		29.5	If Supplier, having been notified, fails to remedy defect(s) within period specified in SCC, PTA may proceed to take such remedial action as may be necessary, at Supplier's risk and expense and without prejudice to any other rights which PTA may have against Supplier under Contract.
29.	Intellectual Property Rights Indemnity	30.1	Supplier shall indemnify and hold harmless PTA and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that PTA or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of: <ul style="list-style-type: none"> (a) installation of System by Supplier or use of System, including Materials, in country where site is located; (b) copying of Software and Materials provided Supplier in accordance with Agreement; and (c) sale of products produced by System in any country, except to extent that such losses, liabilities, and costs arise as a result of PTA's breach of GCC Clause 30.2.
		30.2	Such indemnity shall not cover any use of System, including Materials, other than for purpose indicated by or to be reasonably inferred from Contract, any infringement resulting from use of System, or any products of System produced thereby in association or combination with any other goods or services not supplied by Supplier, where infringement arises because of such association or combination and not because of use of System in its own right.



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		30.3	Such indemnities shall also not apply if any claim of infringement: (a) is asserted by a parent, subsidiary, or affiliate of PTA's organization; (b) is a direct result of a design mandated by PTA's Technical Requirements and possibility of such infringement was duly noted in Supplier's Bid; or (c) results from alteration of System, including Materials, by PTA or any persons other than Supplier or a person authorized by Supplier
30.	Insurance	31.1	Information System supplied/provided under Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in manner specified in SCC.
31.	Limitation of Liability	32.1	Provided following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: (a) Supplier shall not be liable to PTA, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of Supplier to pay liquidated damages to PTA; and (b) aggregate liability of Supplier to PTA, whether under Contract, in tort or otherwise, shall not exceed total Contract Price, provided that this limitation shall not apply to any obligation of Supplier to indemnify PTA with respect to intellectual property rights infringement
32.	Related Services	33.1	Supplier may be required to provide any or all of following services, including additional services, if any, specified in SCC: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of supplied Goods; b) Furnishing of tools required for assembly and/or

				maintenance of supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of supplied Goods, for a period of time agreed by parties, provided that this service shall not relieve Supplier of any warranty obligations under this Contract; and
			e)	Training of PTA's personnel, at Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of Goods supplied and Services Provided.
		33.2		Prices charged by Supplier for related services, if not included in Contract, shall be agreed upon in advance by parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.
33.	Change Orders	34.1		PTA may at any time, by a written order given to Supplier, make changes within general scope of Contract in any one or more of following:
			a)	Drawings, designs, or specifications;
			b)	method of shipment or packing;
			c)	place of delivery; and/or
			d)	Services to be provided by Supplier.
		34.2		If any such change causes an increase or decrease in cost of, or time required for, Supplier's performance of any provisions under Contract an equitable adjustment shall be made in Contract Price or delivery schedule, or both, and Contract shall accordingly be amended. Any claims by Supplier for adjustment under this clause must be asserted within thirty (30) days from date of Supplier's receipt of PTA change order.
		34.3		Prices to be charged by supplier for any related services that might be needed but which were not included in Contract shall be agreed upon in advance by Parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.


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34.	Contract Amendments	35.1	Subject to GCC Clause 34 , no variation in or modification of terms of Contract shall be made except by written amendment signed by parties.
35.	Assignment	36.1	Neither PTA nor Supplier shall assign, in whole or in part, obligations under this Contract, except with prior written consent of other party.
36.	Sub-contracts	37.1	Supplier shall consult PTA in event of subcontracting under this contract if not already specified in Bid. Subcontracting shall not alter Supplier's obligations.
37.	Delays in Supplier's Performance	38.1	Delivery of Goods and performance of Services making Information system shall be made by Supplier in accordance with time schedule prescribed by PTA in Schedule of Requirements.
		38.2	If at any time during performance of Contract, Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of Goods and performance of Services, Supplier shall promptly notify PTA in writing or in electronic forms that provide record of content of communication of fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, PTA shall evaluate situation and may at its discretion extend Supplier's time for performance, with or without liquidated damages, in which case extension shall be ratified by parties by amendment of Contract.
		38.3	Except as provided under GCC Clause 41 , a delay by Supplier in performance of its delivery obligations shall render Supplier liable to imposition of liquidated damages pursuant to GCC Clause 39 , unless an extension of time is agreed upon pursuant to GCC Clause 38.2 without application of liquidated damages.


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38.	Liquidated Damages	39.1	Subject to GCC Clause 41 , if Supplier fails to deliver any or all of Goods or to perform Services within period(s) specified in Contract, PTA shall, without prejudice to its other remedies under Contract, deduct from Contract Price, as liquidated damages, a sum equivalent to percentage specified in SCC of delivered price of delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of performance security (or guarantee) specified in SCC . Once said maximum is reached, PTA may consider termination of Contract pursuant to GCC Clause 40 .
39.	Termination for Default	40.1	PTA or Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to concerned party may terminate Contract if other party causes a fundamental breach of Contract.
		40.2	Fundamental breaches of Contract shall include, but shall not be limited to following:
			a) Supplier fails to deliver any or all of Goods within period(s) specified in Contract, or within any extension thereof granted by PTA or
			b) Supplier fails to perform any other obligation(s) under Contract;
			c) Supplier's failure to submit performance security (or guarantee) within time stipulated in SCC ;
			d) supplier has abandoned or repudiated contract.
			e) PTA or Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f) a payment is not paid by PTA to Supplier after 84 days from due date for payment;
			g) PTA gives Notice that goods delivered with a defect is a fundamental breach of Contract and Supplier fails to correct it within a reasonable period of time determined by PTA; and
			h) if PTA determines, based on reasonable evidence, that Supplier has engaged in corrupt, coercive, collusive,

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			obstructive or fraudulent practices, in competing for or in executing Contract.
		40.3	For purpose of this clause: "Corrupt and Fraudulent Practice" means practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		40.4	In event PTA terminates Contract in whole or in part, pursuant to GCC Clause 26.1, PTA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and Supplier shall be liable to PTA for any excess costs for such similar Goods or Services. However, Supplier shall continue performance of Contract to extent not terminated.
40.	Termination for Force Majeure	41.1	Notwithstanding provisions of GCC Clauses 38, 39, and 40, neither Party shall have any liability or be deemed to be in breach of Contract for any delay nor is other failure in performance of its obligations under Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within power of Party invoking Force Majeure to prevent


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		41.2	If a Party (hereinafter referred to as "Affected Party") is or will be prevented from performing its substantial obligation under contract by Force Majeure, it shall give a Notice to other Party giving full particulars of event and circumstance of Force Majeure in writing or in electronic forms that provide record of content of communication of such condition and cause thereof. Unless otherwise directed by PTA in writing or in electronic forms that provide record of content of communication, Supplier shall continue to perform its obligations under Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.
41.	Termination for Insolvency	42.1	PTA may at any time terminate Contract by giving written notice to Supplier if Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PTA.
42.	Termination for Convenience	43.1	PTA, by written notice sent to Supplier, may terminate contract, in whole or in part, at any time for its convenience. notice of termination shall specify that termination is for PTA's convenience, Contract is terminated, and date upon which such termination becomes effective.
		43.2	Systems that are complete and ready for shipment within thirty (30) days after Supplier's receipt of notice of termination shall be accepted by PTA at Contract terms and price. For remaining system, PTA may elect:
		a)	To have any portion completed and delivered at Contract terms and prices; and / or
		b)	To cancel remainder and pay to Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by Supplier.
43.	Transfer of Ownership	44.1	With exception of Software and Materials, ownership of Information Technologies and other Goods shall be transferred to PTA at time of Delivery or otherwise under terms that may be agreed upon and specified in Contract Agreement.



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		44.2	Ownership and terms of usage of Software and Materials supplied under Contract shall be governed by GCC Clause 14 (Copyright) and any elaboration in Technical Requirements
		44.3	Ownership of Supplier's Equipment used by Supplier and its Subcontractors in connection with Contract shall remain with Supplier or its Subcontractors.
44.	Disputes Resolution	45.1	In event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle dispute amicably. parties hereto shall, within twenty-eight (28) days from notice date, use their best efforts to settle dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of both parties.
		45.2	After dispute has been referred to arbitrator, within 30 days, or within such other period as may be proposed by Parties, Arbitrator shall give its decision. rendered decision shall be binding to Parties.
45.	Procedure for Disputes Resolution	46.1	arbitration shall be conducted in accordance with arbitration procedure published by Institution named and, in place, shown in SCC.
		46.2	rate of Arbitrator's fee and administrative costs of arbitration shall be borne equally by Parties. rates and costs shall be in accordance with rules of Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		46.3	arbitration shall be conducted in accordance with arbitration procedure published by institution named and, in place, shown in SCC.
46.	Replacement of Arbitrator	47.1	Should Arbitrator resign or die, or should PTA and Supplier agree that Arbitrator is not functioning in accordance with provisions of contract, a new Arbitrator shall be appointed by mutual consent of both parties.

47.	Notices	48.1	Any notice given by one party to other pursuant to this Contract shall be sent to other party in writing or in electronic forms that provide record of content of communication and confirmed in writing or in electronic forms that provide record of content of communication to other party's address specified in SCC.
		48.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.



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**SECTION VIII: SPECIAL CONDITIONS OF
CONTRACT (SCC)**

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Special Conditions of Contract (SCC)

Following Special Conditions of Contract (SCC) shall supplement GCC. Whenever there is a conflict, provisions herein shall prevail over those in GCC. corresponding clause number of GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in GCC
Definitions (GCC 1)		
1.	1.1	PTA is: [<i>Pakistan Telecommunication Authority</i>]
2.	1.1(j)	Supplier is: [<i>Name and address</i>]
3.	1.1(q)	Title of subject procurement is: Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion
Governing Language (GCC 4)		
4.	4.1	Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	Applicable Law shall be: Laws of of Islamic Republic of Pakistan
	5.2	Contract shall be effective from date _____
Country of Origin (GCC 6)		
6.	6.1	Not Applicable
Scope of System (GCC 7)		
7.	7.1	Procurement of Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion. All four components mentioned in Cost Tables and Section related to Technical Requirement are included in scope of System.

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Supplier Responsibilities (GCC 8)		
8.	8.1	Supplier shall have following additional responsibilities: /bidder will also be responsible for supply, installation, configuration, commissioning and provisioning of maintenance & support services during warranty/ Subscription & Support period of 3 years period with 24/7/365 support
PTA's Responsibilities (GCC 9)		
9.	9.1	PTA shall have following additional responsibilities: ["N/A"].
Price (GCC 10)		
10.	10.1	<i>Not Applicable</i>
Payment (GCC 11)		
11.	11.1	<p>a. No advance payment shall be made against supply of Hardware mentioned in this bidding document. Payment shall be made on provision of invoice/bill, and after successful deployment and installation of required solution as mentioned in this bidding document and issuance of satisfactory completion/stock verification/physical inspection certificate by PC-I.</p> <p>b. Payment shall be subject to withholding of applicable taxes as per government rules and penalty (if any).</p> <p>c. Payment will be linked with active taxpayer status of bidder and no payment will be made until bidder appears on ATL (Active Taxpayer List) of FBR (Federal Board of Revenue) as required under PPRA Tax Compliance Regulations 2015.</p> <p>d. If supplier fails to supply solution/equipment as per</p>

		<p>required specifications within given timeline, then a penalty @ 01% per week of total value of contract will be charged up to a maximum of Six (06) weeks (Days less than six and more than three will be considered as one week). Thereafter, contract may either be terminated or timeline with penalty may be extended. However, in any case, penalty will be limited to submitted performance guarantee. In case of termination of contract, submitted Performance Guarantee shall be forfeited in favor of PTA.</p> <p>e. A penalty @ 1% of performance guarantee per week will be charged if faulty hardware replacement time exceeds time mentioned in certificate provided by supplier during warranty period.</p> <p>f. In case of non-satisfactory performance by supplier during warranty period. PTA reserve right to forfeit performance guarantee in favor of PTA.</p>
12.	11.2	Not Applicable
13.	11.3	Not Applicable
Performance Guarantee (GCC 12)		
14.	12.1	amount of performance Guarantee, as a percentage of Contract Price, shall be: [10% of Contract Price]
15.	12.4	After delivery and acceptance of Information System, 100 percent of Performance Guarantee shall be withheld to cover Supplier's warranty obligations in accordance with GCC Clause 29.



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Taxes and Duties (GCC 13)		
16.	13.	<i>necessary and appropriate clauses, 13.3.</i>
Copy Rights (GCC 14)		
17.	14.3	PTA may assign, license, or otherwise voluntarily transfer its contractual rights to use Standard Software or elements of Standard Software, without Supplier's prior written consent, under following circumstances: <i>"none,"</i>
18.	14.4	Not Applicable
19.	14.5	<i>"No software escrow contract is required for execution of Contract;"</i>
Software License Validity (GCC 15)		
20.	15.1 (a)(iii)	Standard Software license shall be valid <i>"throughout territory of PTA's Country.</i>
21.	15.1 (a)(iv)	Use of software shall be subject to following additional restrictions [<i>"none"</i>].
22.	15.1(b)(ii)	Software license shall permit Software to be used or copied for use or transferred to a replacement computer [<i>"provided replacement computer falls within approximately same class of machine and maintains approximately same number of users, if a multi-user machine;"</i>].
23.	15.1(b)(vi) i)	Software license shall permit Software to be disclosed to and reproduced for use (including a valid sublicense) by [<i>"support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in performance of their support service contracts;"</i>], subject to same restrictions set forth in this Contract.

24.	15.1(b)(vi) i)	In addition to persons specified in GCC Clause 15.1 (b) (vi), Software may be disclosed to, and reproduced for use by, [PTA Technical and support teams] subject to same restrictions as are set forth in this Contract.
Confidential Information (GCC 16)		
25.	16.1	<i>"There are no modifications to confidentiality terms expressed in GCC Clause 16.1;"</i> .
26.	16.7	<i>provisions of this GCC Clause 16 shall survive termination, for whatever reason, of Contract for "period specified in GCC"]</i> .
Project Plan (GCC 17)		
27.	17.1	Not Applicable
28.	17.2	Not Applicable
29.	17.5	<p>Supplier shall submit to PTA/PTA following reports:</p> <p>(a) <i>Weekly progress reports, summarizing:</i></p> <p>(i) <i>results accomplished during prior period;</i></p> <p>(ii) <i>cumulative deviations to date from schedule of progress milestones as specified in Agreed and Finalized Project Plan;</i></p> <p>(iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i></p> <p>(iv) <i>other issues and outstanding problems; proposed actions to be taken;</i></p> <p>(v) <i>resources that Supplier expects to be provided by PTA/PTA and/or actions to be taken by PTA/PTA in next reporting period;</i></p> <p>(vi) <i>other issues or potential problems Supplier foresees that could impact on project progress and/or effectiveness.</i></p> <p>Note: Other reports may be needed to monitor Contract performance/progress with System implementation, for example:</p> <p>(*) <i>inspection and quality assurance reports</i></p> <p>(*) <i>weekly log of service calls and problem resolutions</i></p>

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Sub-Contracting (GCC 18)		
30.	18.1	<i>Sub-Contracting is not allowed.</i>
Transportation (GCC 19)		
31.	19.1	All Transportation Cost (if any) will be responsibility of bidder.
Documents (GCC 21)		
32.	21.1	Supplier shall provide to PTA documents <i>"as specified in GCC21.1"</i> .
Products Upgrade (GCC 22)		
33.	22.1	Supplier shall provide PTA/PTA : <i>"with all new versions, releases, and updates to all Standard Software during warranty/ Subscription & Support Period, for free, as specified in GCC,"</i>
Inspections and Tests (GCC 23)		
34.	23.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 23."</i>
Installations (GCC 24)		
35.	24.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 24.". Any installation or other cost indirectly related to installation/deployment will be responsibility of bidder/contractor.</i>
Operational Acceptance Test (GCC 26)		
36.	26.1	Operational Acceptance Testing shall be conducted in accordance with technical Requirements of Section VII. All components stated in technical requirements should provide

		satisfactory performance as stated in specifications
Defect Liability (GCC 29)		
37.	29.1	For Software, exceptions or limitations to Supplier's warranty obligations shall be as follows: <i>"None;"</i>
38.	29.3	<i>"No specific minimum time requirements are established for this Contract other than that Information Technologies must have been previously released to market;"</i>
39.	29.4	Warranty / Subscription & Support Period (N) shall begin from date of Operational Acceptance of System or Subsystem by PTA and extend for Three Years <i>"36 months;"</i>
40.	29.10	During Warranty Period, Supplier must commence work necessary to remedy defects or damage within <i>[Five (5) working days</i> of notification
Intellectual Property Rights Indemnity		
41.	30.1	<i>"There are no Special Conditions of Contract applicable to GCC Clause 30."</i>
Insurance (GCC Clause 31)		
42.	31.1	Not Applicable
Related Services (GCC Clause 33)		
43.	33.1	Related services to be provided are: <i>Services covered under GCC Clause 33</i>
Change Orders (GCC 34)		
44.	34.1	<i>As per GCC Clause 34."</i>



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Assignment (GCC 36)		
45.	36.1	Contract cannot be assigned
Liquidated Damages (GCC Clause 39)		
46.	39.1	<p>Maximum deduction: is equal to performance security.</p> <p><i>Note: 0.15 percent per day of contract value of undelivered materials/good's value.</i></p>
Procedure for Dispute Resolution (GCC Clause 45)		
47.	45.1	<p>Dispute Resolution</p> <p>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</p> <p><i>If Supplier is foreign (including a Joint Venture when at least one partner is foreign), Contract shall contain following provision: Arbitration proceedings shall be conducted in accordance with rules of arbitration of [select one of following: UNCITRAL / International Chamber of Commerce (ICC)]. These rules, in version in force at time of request for arbitration, will be deemed to form part of this Contract.</i></p> <p>(b) <u>For Contracts to be entered with nationals of Pakistan:</u></p> <p>1. If any dispute of any kind whatsoever shall arise between PTA and Supplier in connection with or arising out of Contract, including without prejudice to generality of foregoing, any question regarding its existence, validity, termination and execution of Contract- whether during developing phase or after their completion and whether before or after termination, abandonment or breach of Contract - parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one</p>

		<p>Party to other Party in this regard.</p> <p>2. In case dispute remains unresolved following negotiation phase, parties agree to pursue mediation for its resolution. A mediator shall be appointed with mutual consent of both parties to facilitate mediation process.</p> <p>3. At event of failure of mediation to resolve dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. arbitrator shall be appointed by mutual consent of both parties. Arbitration shall take place in <i>Islamabad</i> and proceedings will be conducted in <i>-English</i> language.</p> <p>4. cost of both mediation and arbitration shall be shared by parties in equal proportion; however, each party shall bear their own costs and lawyer's fees regarding their own participation in mediation and arbitration. Arbitrator may make an award of costs upon conclusion of arbitration making any party to dispute liable to pay costs of another party to dispute.</p> <p>5. Arbitration proceedings as mentioned in above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to arbitration herein, parties shall continue to perform their respective obligations under Contract unless they otherwise agree that PTA shall pay Supplier any monies due to Supplier.</p>
Notices (GCC Clause 48)		
48.	48.1	<p>– PTA's address for notice purposes: <i>Mr. Muhammad Abdur Rub Khan, Director (Procurement), PTA, HQs F-5/1, Islamabad</i></p> <p>– Supplier's address for notice purposes:</p>



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SECTION IX: CONTRACT FORMS


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Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Form of Contract

Procurement of All-Flash SAN Storage, Licensing, Replication, and Fiber Channel Switch Expansion

is made and entered into on ____ day of _____ 2025.

BY AND BETWEEN

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Head Quarter at F-5/1, Islamabad through (hereinafter called as "PTA" which expression shall where context admits, include successors-in-interest as assigns) of One Part.

AND

M/s _____, a company incorporated under laws of Pakistan having its registered office at Office # _____ through its authorized representative Mr. _____ (hereinafter all "Supplier" which expression shall where context as allows include his/its successors in interest, execution, administration, heirs and permitted assigns) of Other Part.

If, when and where applicable Party of One Part and Party of other part shall hereinafter be collectively referred to as "Parties" and individually as "Party" as context of this Agreement requires.

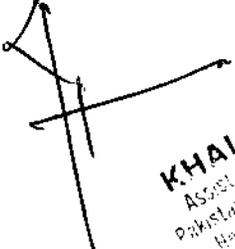
WHEREAS PTA invited Bids for certain goods and related-services, viz., *[brief description of goods and services]*

WHEREAS PTA has evaluated submitted bids and duly accepted Bid presented by [Supplier Name] for supply of aforementioned goods and related services;

WHEREAS agreed Contract Price for provision of specified goods and services amounts to [Contract Price in words] ([Contract Price in figures]).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. following documents shall be deemed to form and be read and construed as part of this Contract, In event of any ambiguity or conflict between Contract


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ASST. GEN. MGR. (Procure. & Inv.)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Documents listed below, order of precedence shall be order in which Contract Documents are listed below:-

- (a) This form of Contract;
- (b) Form of Bid and Price Schedule submitted by Bidder;
- (c) Schedule of Requirements;
- (d) Technical Specifications;
- (e) Special Conditions of Contract;
- (f) General Conditions of Contract;
- (g) PTA's Letter of Acceptance; and
- (h) [add here: any other documents]

3. In consideration of payments to be made by PTA to Supplier as hereinafter mentioned, Supplier hereby covenants with PTA to provide goods and related services and to remedy defects therein in conformity in all respects with provisions of Contract.
4. PTA hereby covenants to pay Supplier in consideration of provision of goods and related services and remedying of defects therein, Contract Price or such other sum as may become payable under provisions of contract at times and in manner prescribed by contract.
5. Supplier shall maintain all necessary licenses, permits, and certifications required to perform obligations under this Contract and shall provide evidence of such, upon request by PTA.

IN WITNESS whereof parties hereto have caused this Contract to be executed in accordance with their respective laws day and year first above written.

Signed, sealed, delivered by _____ (for PTA)

Witness to signatures of PTA:

Signed, sealed, delivered by _____ (for PTA)

Witness to signatures of Supplier:

KHALIQ HUSSAIN
Assistant Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

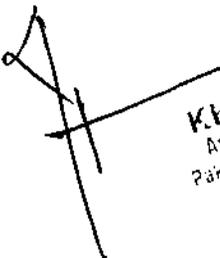
Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting generality of foregoing [Name of Supplier] represents and warrants that it has fully declared brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with object of obtaining or inducing procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with GoP and has not taken any action or will not take any action to circumvent above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP/PTA under any law, contract or other instrument, be voidable at option of GoP/PTA.


KHALIQ HUSSAIN
Assistant Director (Procurement)
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Notwithstanding any rights and remedies exercised by GoP/PTA in this regard, [Name of Supplier] agrees to indemnify GoP/PTA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP/PTA in an amount equivalent to ten time sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for purpose of obtaining or inducing procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]


KHALIQ HUSSAIN
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