



QUAID-E-AZAM THERMAL POWER (PVT.) LTD.

First Floor, 7-C-1, Gulberg III, Lahore.

**BIDDING DOCUMENTS / TORS FOR “PROVISION OF
INTERNET SERVICES” FOR
QUAID-E-AZAM THERMAL POWER (PVT.) LIMITED
HEAD OFFICE (“OATPL”)**

Tender Price: 500/-

(Non-Refundable)

Receipt No. _____

Dated: - _____

Opening date: _____

At _____

C.D.R. #. _____

Name of firm: - _____

Address: - _____

Phone No: - _____ N.T.N No. _____

G.S.T. Registration No: - _____

SR. NO.	DESCRIPTION OF ITEMS.	REQUIRED BANDWIDTH	AMOUNT PER MONTH (PKR) (INCLUSIVE OF ALL TAXES)
1.	Provision of Internet for QATPL Head Office	75Mbps	

Note:-

- Rate given in the tenders must be inclusive of all Government taxes.
- Rate must be given on this tender Performa; otherwise tender will not be entertained.
- No tender shall be entertained without Rs. 7,500/- earnest money of the bid in shape of CDR.
- Rates can be accepted on the basis of total lowest cost or on item wise basis.
- The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of QATPL.
- Other conditions are attached.

**Manager Administration
Quaid-e-Azam Thermal Power (Pvt.)**



**BIDDING DOCUMENTS / TORS FOR “PROVISION OF
INTERNET SERVICES” FOR
QUAID-E-AZAM THERMAL POWER (PVT.) LIMITED
HEAD OFFICE (“QATPL”)**

1- BASIC/ GENERAL REQUIREMENTS: -

Sr.#	PARTICULARS	QTY.	DESCRIPTION
1.1	Bandwidth	75 Mbps	Availability at QATPL Head Office, First Floor, 7-C-1, Gulberg III, Lahore.
1.2	IP Pool	16 IPs	16 IPs (Live)
1.3	Service Level Agreement Should Includes	-	- CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable - Minimum SLA level uptime should be 99.5 % - Vendor Should be a Major Bandwidth Distributor (<i>having own Fiber Optic Cable</i>)
1.4	Last Mile Medias	-	- Primary Media should be Optical Fiber Cable - Secondary Media Should be the same (Redundant Fiber Optic Cable from alternate route and node)

2. IMPORTANT TERMS AND CONDITIONS: -

- 2.1- Total **75 Mbps** CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for QATPL Office, situated at First Floor, 7-C-1, Gulberg III, Lahore.
- 2.2- The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Center of QATPL Office.
- 2.3- All the equipment installed at both the ends for the dedicated (CIR) internet bandwidth (primary, secondary/backup links), will be the property of the applicant and the applicant will be responsible for its repair and maintenance at its own cost.



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- 2.4- Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable) in case of any failover. Moreover, the route and node of redundant/ back-up link must be different from primary Fiber Optic Cable path.
- 2.5- In case of any major fault or damages to the physical media (Fiber Optic Cable – primary and secondary links), the internet connectivity may be provided via wireless connection for the time being with same speed (*Not more than 1 working day*). If the ISP/ vendor fails to restore the internet services over physical media within the given time frame, Rs.1000 per hour will be fined.
- 2.6- Internet connectivity from Primary to Secondary and ternary links must be auto swapped in case of any failover.
- 2.7- Vendor / firm will also provide a pool of 16 live IPs (white listed from PTA) to Quaid-e-Azam Thermal Power Private Limited.
- 2.8- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be minimum 99.5%.
- 2.9- Internet services provider will conduct a thorough survey of the site for the installation of internet connectivity.
- 2.10- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- 2.11- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
- 2.12- The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.



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- 2.13- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories. However, if any new taxes/duties levied/increased or decreased/exempted after the date of submission of the bid, the same shall accordingly be adjusted in the price of the bidder.
- 2.14- The Rate Contract (RC) will be valid for two years from the date of issue of order. However, it can be further extended subject to performance of the internet services provider.
- 2.15- Payments shall be post monthly and in PKR (Pakistani Rupees)
- 2.16- The rates should be quoted after allowing rebates/ discounts, if any.
- 2.17- All civil work e.g. installation (including setting-up of the equipment/devices i.e ODF (Optical Fiber Distribution Frame), joint enclosure and media convertor along with auto failover device etc.), excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of QATPL will be the responsibility of the vendor/ firm. Furthermore, all the excavation and restoration to the original condition will be the responsibility of the vendor/firm.
- 2.18- The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of vendor (if required).
- 2.19- The ISP should be able to provide online usage report through web. The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of Quaid-e-Azam Thermal Power (Pvt.) Ltd.
- 2.20- The vendor/ firm also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of QATPL in order to avoid any damage to the cable.
- 2.21- The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.



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- 2.22- Basic necessary training of the installed equipment/ devices will be given to Network Staff of QATPL to troubleshoot minor faults, errors etc.
- 2.23- The dedicated line/ service over Fiber Optic Cable or wireless so provided to QATPL will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the client and the ISP.
- 2.24- In case of complete break-down /dis-connectivity of internet services (*Primary, Secondary and ternary* links go down). A fine of Rs. 1000 per hour will be imposed.
- 2.25- If an average internet speed goes down to 33 % against 75 Mbps for 3 consecutive hours then Rs. 50/ hours will be charged as fine. If internet speed goes down 66 % against 75 Mbps for 3 Consecutive hours, the clause 2.24 mentioned above will be invoked on per hours basis in this case.
- 2.26- Income tax and GST Registered firms are eligible to participate in the tender.
- 2.27- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- 2.28- Bank Draft/ Call Deposit of PKR 7500/- as earnest money in favor of “Quaid-e-Azam Thermal Power Private Limited” must be enclosed with the consolidated sealed Tender/ Quotation.
- 2.29- After receiving acceptance letter, firm have to execute an agreement on stamp paper of worth of 0.25% of bid value within 3-days along with 10% of the Purchase Order as Performance Security, otherwise earnest money will be forfeited.
- 2.30- This Agreement (P 2.29) shall remain in force and effect for a period of three years from the date of issuance of supply order, unless terminated earlier in terms of provisions herein. However, it can be further extended with mutual consent subject to performance of the internet service provider.
- 2.31- Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.



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- 2.32- Rate will be accepted on the basis of total lowest cost.

- 2.33- The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.

- 2.34- The validity of all rates quoted in bids will be 45 days after opening of bids.



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3 - COMPANY DETAIL

Please fill your details in the table below:-

Company Detail	Total Bandwidth Sold in Pakistan	Total Bandwidth Sold Outside Pakistan	Internet Connectivity Via <small>(Please Mention if the options is not available in list)</small>
Name:- Postal Address:- Contact Details:- UAN, Phone, Emails:-			SMW 3 SMW 4 SMW 5 TW-1



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3.1- TOP 10 CUSTOMERS (ranked in terms of Bandwidth served) in Pakistan.

Please fill your details in the table below: -

Company Name	Contact Person Details with Phone, Email etc.	Bandwidth Sold



3.2- COMPLIANCE OF THE ISP SERVICE

Criteria	(Yes/ No)
The bidder must be Major Internet Bandwidth Distributor – ISP license holder, having Own Fiber Optic Cable. (Attach Proof)	
The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose	
Spanning Over 5,000 km Optical Fiber Cable in Pakistan (Attach Proof)	
Main NOCs Availability in at least 05 Major Cities of Pakistan (Attach Proof)	
ISP having Services i.e. System Integration, IP Core, Network Security & Surveillance System, Video Conferencing, Hosted and Communication Solution,	
ISP must provide Internet Bandwidth to Customer Premises inclusive of its last mile Access Network up-to QATPL office	
The ISP should be able to provide online usage report through web.	
Service Level Agreement Uptime (SLA) >99.5%.	



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3.3- TECHNICAL/ ADMINISTRATIVE SUPPORT: -

Please include a brief description about your technical/ administrative support team and your complaint redressal mechanism in the table below. Round-the-clock complaint registration and follow up is a minimum. Please define your organizational escalation matrix clearly.

Structure of Technical/ Administrative Support Team and Escalation Matrix	Complaint Registration	Alert Mechanism for Informing Customers
	24x7	

**Manager Administration
Quaid-e-Azam Thermal Power (Pvt.) Ltd,
LAHORE.**

**AGREEMENT FOR PROVISION OF INTERNET SERVICES FOR
QUAID-E-AZAM THERMAL POWER OFFICE.**

This Agreement for Provision of Internet Services (the “Agreement”) is made at Lahore on [DATE] by and between the **Quaid-e-Azam Thermal Power Private Limited**, having its registered office at 7-C-1 Gulberg-III, Lahore (hereinafter “**QATPL**”), which expression shall, unless the context otherwise requires, include its successors, executors, administrations, representation and assign and [Internet Services Provider], the owner of Internet Services Provider (hereinafter “[**BIDDER NAME**]”), having its place of business at [**BIDDER ADDRESS**] hereinafter called as the Second Party which expression shall, unless the context otherwise requires, representative and assigns of the second part.

(QATPL and [**BIDDER NAME**] are hereinafter collectively referred to as “**Parties**” and individually as the “**Party**”).

WHEREAS

- a) QATPL intends to acquire high quality internet facility for its head office (address as mentioned above) and invited bids from service providers through tender for Provision of Internet Services.
- b) After examination of the bids by interested parties, [**BIDDER NAME**] was found to be lowest evaluated bidder in terms of Punjab Procurement Rules 2014 (“PPRA Rules”).
- c) [**BIDDER NAME**] represents that it has the resources to provide top quality services to QATPL and undertakes that the Services shall be provided only through technicians who have the requisite expertise and experience, in terms of the bid and covenants herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, covenants and agreements contained herein the Parties hereby agree as follows:

1. Scope of Services:

Without prejudice to detailed requirements, services and obligations herein, **[BIDDER NAME]** shall provide Total 75 Mbps CIR/ dedicated internet bandwidth over Fibre Optic Cable for QATPL's head Office i.e. First Floor, 7-C-1, Gulberg III, Lahore.

2. Basic / General Requirements:

[BIDDER NAME] shall be responsible to provide, unless otherwise provided in this Agreement, the following internet services to QATPL at its head office, 24 hours a day from the date execution of this Agreement till its tenure:

Sr.#	PARTICULARS	QTY.	DESCRIPTION
2.1	Bandwidth	75 Mbps	- Availability at QATPL Office, First Floor, 7-C-1, Gulberg III, Lahore.
2.2	IP Pool	16 IPs	16 IPs (Live)
2.3	Service Level Agreement Should Includes	-	- CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable - Minimum SLA level uptime should be 99.5 % - Vendor Should be a Major Bandwidth Distributor (having own Fiber Optic Cable)
2.4	Last Mile Medias	-	- Primary Media should be Optical Fiber Cable - Secondary Media Should be the same (Redundant Fiber Optic Cable from alternate route and node)

3. [BIDDER NAME]'s Covenants and Responsibilities:

3.1 The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Center of QATPL Office.

3.2 Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable) in case of any failover. Moreover, the routes of redundant/ back-up links must be different from primary Fiber Optic Cable path.

3.3 In case of any major fault or damages to the physical media (Fiber Optic Cable – primary and secondary links), the internet connectivity may be provided via wireless connection for the time being with same speed (*Not more than 24 hours regardless of working or non-working day*). If the **[BIDDER NAME]** fails to restore the internet services over physical media within the given time frame (i.e. in any case not more than that), Rs.100 per hour will be deducted from the monthly charges. The deduction would be without recourse to the M/s. **[BIDDER NAME]** and would not require any further consent.

3.4 Internet connectivity from Primary to Secondary and ternary links must be auto swapped in case of any failover.

3.5 **[BIDDER NAME]** will also provide a pool of 16 live IPs to QATPL.

3.6 To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.50.

3.7 [BIDDER NAME] shall conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.

3.8 [BIDDER NAME] shall be responsible for deputing qualified personnel for installation, configuration and testing of the said project.

3.9 The equipment / hardware supplied by the supplier shall be brand new and complete with all respects (whenever applicable). The devices/ equipment delivered by the **[BIDDER NAME]** must be compatible to the existing network connectivity. Moreover, the technical staff of the **[BIDDER NAME]** / company shall be involved in installation and configuration of same equipment provided (If required).

3.10 [BIDDER NAME] shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement. In case there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.

3.11 All works to be performed by **[BIDDER NAME]** under this Agreement inter alia installation, excavating, digging (soft & hard), curing, tunnelling, configuration and testing of the Fiber Optic Cable within the premises of QATPL will be the responsibility of the **[BIDDER NAME]**.

3.12 The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of **[BIDDER NAME]** (if required).

3.13 The **[BIDDER NAME]** should be able to provide online usage report through web. The **[BIDDER NAME]** must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of QATPL.

3.14 [BIDDER NAME] shall also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of QATPL in order to avoid any damage to the cable.

3.15 The services provided by **[BIDDER NAME]** must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.

3.16 Basic necessary training of the installed equipment/ devices will be given to Network Staff of QATPL to troubleshoot minor faults, errors etc.

3.17 The dedicated line/ service over Fiber Optic Cable or wireless so provided to QATPL will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the first party and second party.

3.18 In case of complete break-down /dis-connectivity of internet services (Primary, Secondary and ternary links go down). A fine of Rs. 500 per hour will be imposed. Said fine shall be paid on prompt basis to QATPL, alternatively, QATPL may, at its option, deduct the amount(s) from remaining dues/monthly fees to be paid to **[BIDDER NAME]**, if any.

3.19 If an average internet speed goes down to 33 % against 75 Mbps for 3 consecutive hours then Rs. 50/ hours will be deducted from charges. If internet speed goes down 66 % against 75 Mbps for 3 Consecutive hours, the clause 3.3 mentioned above will be invoked on per hours basis in this case and provisions of clause 3.3 would apply mutatis mutandis for deduction of charges.

3.20 [BIDDER NAME] undertakes that it shall maintain an on-call team of technicians equipped with mobile phones and necessary tools for dealing with emergency situations round the clock. The Contactor shall also provide to the QATPL updated on-call roster with contact numbers (mobile phones) of such technicians for purposes of establishing immediate contact in cases of emergency.

3.21 [BIDDER NAME] shall also be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc. Moreover, wireless devices will also be installed/ configured at the time of the completion of work, if second party is providing wireless connectivity as back-up for the time being.

3.22 In cases of emergency (including but not limited to all kinds of breakdown or malfunction in the provision of Internet Services at the Office premises, the QATPL may contact **[BIDDER NAME]** or its representative through email, telephone, mobile phone and/or otherwise and /or may directly contact the on-call technicians (at the numbers advised by **[BIDDER NAME]** from time to time) to rectify the defect forthwith. In either case, the Contractor shall ensure that its technicians attend the QATPL's Office premises within one (1) hour of the matter being reported to **[BIDDER NAME]**, regardless of the time of the day when the matter is reported and **[BIDDER NAME]** shall ensure that its technicians shall remain engaged in the rectification of the problem until the smooth functioning of services is restored to the satisfaction of the QATPL. In case the **[BIDDER NAME]**'s technicians fail to reach the Office premises within the period noted above, or if they are unable to rectify the defect within 24 hours (regardless of working or non-working hours) of the matter having been reported to the Contract or its technicians (as the case may be) then if the QATPL determines (at its sole discretion) that the delay is on account of the Contractor's default, **[BIDDER NAME]** shall be liable to pay damages amounting to Rs.100/- deducted as per provisions above for each hour of delay (which the parties agree is a reasonable estimate of the loss likely to be caused to the QATPL on account of such delay. Such amount(s) may be withheld by the QATPL from future payments to **[BIDDER NAME]** or may otherwise be recovered from as the case may be.

4. Service Fees / Contract Price:

4.1 In lieu of the services rendered under this Agreement, **[BIDDER NAME]** shall be entitled to fixed monthly fees of **Rs. [000/-]** inclusive of all taxes ("Monthly Fee").

4.2 [BIDDER NAME] may be entitled to reimbursement of actual cost incurred by it, upon explicit instructions in writing by QATPL, during the course of and in furtherance of performance of this Agreement.

4.3 The Parties agree that all payment shall, however, be made subject to withholding taxes and other deductions required to be made by law, which shall be to the account of the Contractor. Income Tax shall be deducted at source as per law.

5. Other Covenants and Responsibilities:

- a) The Parties acknowledge that the purpose of the services is to ensure smooth and trouble-free provision of Internet Services to maintain round the clock smooth functioning of the services. Accordingly, the services shall entail and include such further services as may be required to attain the above objective.
- b) Office guards/designated employees will have full authority to carry out checks on **[BIDDER NAME]**'s employees/representatives during the course of their entry and exit in and out of the premises of the QATPL.

- c) **[BIDDER NAME]** agrees that the facilities, rights and obligations under this Agreement are ‘non-transferable’ nor it may assign or transfer any right or duty under this Agreement, without the prior written consent of the QATPL.
- d) **[BIDDER NAME]** shall be liable for and shall indemnify, defend and hold harmless the QATPL, its CEO, members, officers, directors, employees from and against all claims, damages, liabilities, losses and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or its employees, personal, agents, etc in connection with the Agreement, or (ii) arising out of or in connection with the performance of its obligations under this agreement. “Death or Injury” includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering of mental shock or any analogous condition, by the person concerned. “Damage means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property, good and repute. This in no way curtails the rights to any other lawful remedy that the QATPL may have under the applicable laws of the land.
- e) The Parties acknowledge that the **[BIDDER NAME]** agrees that it shall not be entitled to any additional payments on account of:
- (a) Labour and technical charges.
 - (b) Transportation and visit charges etc.
 - (c) Parts replacement charges.
- f) **[BIDDER NAME]** warrants to ensure that its employees and personnel shall comply, fully and at all times with all rules for the QATPL’s Office premises and they shall at all times maintain strict discipline and good order among all persons either employed or supplied **[BIDDER NAME]** to perform the Services under this Agreement. **[BIDDER NAME]** shall, at the request of the QATPL, promptly remove and replace any such persons that in the reasonable opinion of the QATPL are not able to carry out their duties in a satisfactory manner or are otherwise unsuitable.
- g) **[BIDDER NAME]** shall ensure that all persons either employed or supplied by it shall perform the services and duties under this Agreement are made aware of all local conditions that might affect their safety, health, and welfare where the services are to be performed.
- h) This Agreement shall not be intended to create any partnership, right to use any intellectual property or anything other than specifically mention herein. **[BIDDER NAME]**, its employees and representatives, are not authorized to receive any proprietary, official or confidential information from QATPL, other than those specifically provided for the purposes of this Agreement. In case **[BIDDER NAME]** receives or gets to know of any such information or document it shall promptly inform QATPL of the same and shall at all times maintain complete confidentiality thereof accordingly.
- i) The invalidity or non-renewal of any license or permission that shall have existed for thirty (30) consecutive days or more;
- a. Any strike, work to rule, go slow or analogous labour action;
 - b. Any change in law, whether statutory or judicial, or any executive action by any government authority, whether federal, provincial or local; or
 - c. Epidemic or plague, lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, tornado, explosion, chemical contamination, radioactive contamination, or ionizing radiation.

- j) **[BIDDER NAME]** shall act as an independent contractor with respect to the QATPL. All personnel assigned to the services herein shall remain the employees/representatives of **[BIDDER NAME]** and shall not be or be deemed to be employees of the QATPL.
- k) All information concerning the QATPL's activities obtained **[BIDDER NAME]** in the course or conduct of performance of this Agreement shall be considered confidential and shall not be divulged by **[BIDDER NAME]**, its subcontractors or the directors, officers and employees of each of them to any person other than the QATPL's designated representatives. **[BIDDER NAME]** shall not publish or permit to be published any such proprietary, confidential, official or other information of QATPL or its stakeholders, contractors or officials. It shall hereby be also prohibited for **[BIDDER NAME]** or its representatives to take photographs of the Office premises of QATPL. **[BIDDER NAME]** shall not use QATPL's name or any combination of names containing QATPL name as part of any trade or business. The QATPL would be entitled to take all legal actions for such infringement.
- l) This Agreement shall not be assigned by QATPL unless agreed in writing, to this effect by QATPL.
- m) In the event of a breach by **[BIDDER NAME]** of any obligations/provision under this Agreement, a failure or a delay by the QATPL to enforce its rights arising from such breach, or waiver of such right or any of its other rights under this Agreement, such failure, delay, or waiver is not to be construed as a permanent one or in any way prejudice the other rights or remedies of the QATPL.

6. Term and Termination:

6.1 This Agreement shall remain in force and effect for a period of three years from the date of issuance of supply order, unless terminated earlier in terms of provisions herein. However, it can be further extended with mutual consent subject to performance of the internet service provider.

6.2 QATPL shall remain entitled to terminate this Agreement by serving upon **[BIDDER NAME]** a seven (07) days' notice in writing without assigning any reason thereof. Upon such termination, **[BIDDER NAME]** shall promptly return any unutilized advance payment by the QATPL, within seven (07) days of such termination. In case the contractor does not return any unutilized advance payment then the installed devices / equipment of the contractor shall be confiscated by the QATPL.

7. Miscellaneous:

7.1 The Parties shall first attempt to resolve amicably, through meetings/communications, any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including but not limited to any question regarding its interpretation, performance or termination (a "Dispute"). In case a Dispute cannot be resolved amicably in terms of the preceding sentence despite the lapse of seven (07) days such Dispute may be referred to and finally resolved by the Chief Executive Officer, QATPL who shall be the final Authority, and shall be binding on both.

7.2 This Agreement shall be interpreted and construed in accordance with the laws of Pakistan.

7.3 This Agreement sets forth the entire Contractor Agreement between the parties. Any modification to this Agreement must be in writing and signed by both parties.

7.4 Any notice, request, instruction or other document required to be given hereunder by any Party hereto shall be sent to the following addresses by facsimile, or registered

post, and shall be deemed effective if sent by post at the expiration of seventy-two (72) hours after the same was posted whether or not received, and if sent by courier, on the next working day, and if sent by facsimile, twenty-four (24) hours after the facsimile transmission. The Parties hereto shall notify the others of any change of address within forty-eight (48) hours of such change.

Notices to [BIDDER NAME]:

M/s. [BIDDER NAME].

Mailing Address: [BIDDER ADDRESS]

E. Mail: [BIDDER EMAIL]

Web site: [BIDDER WEBSITE]

Telephone: [BIDDER TELEPHONE]

Notices to the QATPL:

Manager Administration, QATPL.

First Floor, 7-C-1, Gulberg III, Lahore.

IN WITNESS WHEREOF, the Parties have set their hands on the day and the year first above written.

**FOR & ON BEHALF OF THE
QATPL**

**FOR & ON BEHALF OF THE
[BIDDER NAME]**

Mr. Khalid Parvaiz
General Manager Admin & HR

[REPRESENTATIVE NAME]
[DESIGNATION]

WITNESSES.

WITNESSES.

ANNEXURE-J

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to render the Services against Tender Provision of Internet Services (hereinafter called "the Contract") for the Contract Value of PKR (in figures [000/-]) (in words: [Rupees only]).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. [000/-] (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures [000/-]) (in words: [rupees only]) and undertakes, irrevocably and unconditionally, to pay to the Purchaser, upon receipt of his written demand(s) at sight and immediately, at the Guarantor's branch office(s) located at [

], any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to three years until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is earlier.**

This instrument shall come into force and become automatically effective upon its issuance.

Date this _____ day of 2017.

GUARANTOR

Signature _____

Name _____

Designation _____

Address _____