



**SINDH PUBLIC PROCUREMENT REGULATORY  
AUTHORITY**

**GOVERNMENT OF SINDH**

Karachi, dated the 14<sup>th</sup> December, 2017

To,

M/s. Comsat Internet Services,  
Portways Trade Center, Office No.602,  
Office No.602, 6<sup>th</sup> Floor, S.M.C.H.S,  
Block-A, Shahrah-e-Faisal,  
**Karachi.**

**SUBJECT: LETTER OF ACCEPTANCE.**

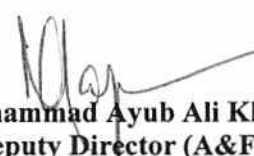
It is informed that your bid dated 25.10.2017 for hosting of SPPRA Procurement Performance Management System on dedicated server for the Contract Price of **Rs. 375,000/-** (Three Lac Seventy Five Thousand Only) for a period of one year extendable to three years on satisfactory performance is hereby accepted.

2. You are therefore instructed to furnish the following documents within 07 days of receipt of this Letter of Acceptance:

(a) Performance security @ 10% of the Contract Price in shape of pay order in the name of Sindh Public Procurement Regulatory Authority valid at least 90 days beyond the date of completion of contract subject to final acceptance by this Authority.

(b) Agreement/ Contract duly signed by authorized person having stamp duty paid as per applicable law.



  
(Muhammad Ayub Ali Khan)  
Deputy Director (A&F)



22-12-17



No. DD (A&F)/SPPRA/17-18/ 3006  
**SINDH PUBLIC PROCUREMENT REGULATORY  
AUTHORITY**  
**GOVERNMENT OF SINDH**  
Karachi, dated the 1<sup>st</sup> Janaury, 2018

To,

M/s Comsats Internet Services,  
Portways trade Center, Office No. 602,  
Block-A, Shahrah-e-Faisal,  
**Karachi.**

**Subject: WORK ORDER FOR PROVISION OF HIRING OF WEB-HOSTING SERVICES**

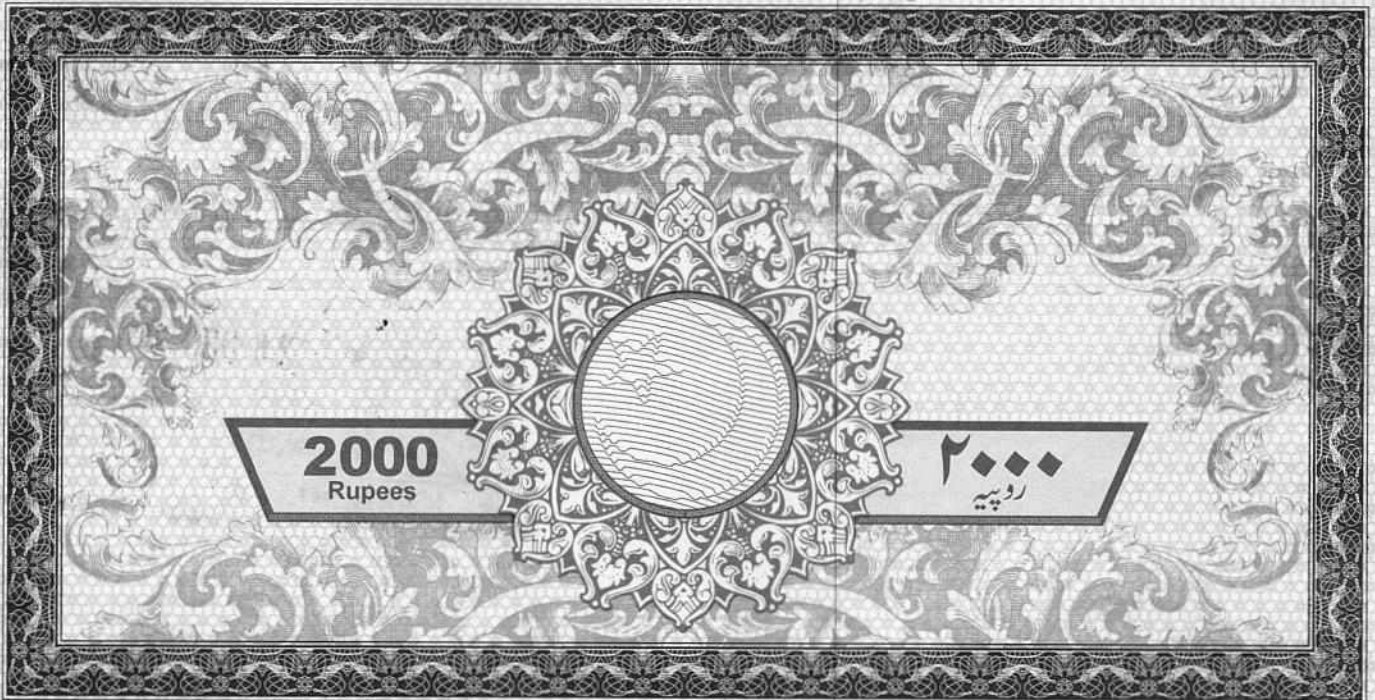
Ref. NIT No. NIL dated. 17.11.2017.Hosted on SPPRA website at Sr. No. 35295

In continuation of this office Letter of Acceptance dated 14<sup>th</sup> December, 2017 on the subject cited above. I am directed to request you to provide the web-hosting services for hosting of SPPRA Procurement Performance Management System on dedicated Server at SPPRA office situated in Block-8, Sindh Secretariat No. 04A, Court Road, Karachi within two weeks from the date of issuance of this order.

2. Payment shall be made through crossed cheque in favour of M/s Comsats Internet Services after satisfactory performance as per contract terms & conditions.

  
(Mohammad Ayub Ali Khan)  
Deputy Director (A&F)





Muhammad Arshad Chohan Stamp Vendor

L. No. 27, Seat No 3.

City Govt, Karachi

29 DEC 2017.

RUPEES TWO THOUSAND ONLY

S.No. 8868 Date.....

ISSUED TO WITH ADDRESS..... Comsats Internet Services

THROUGH TO WITH ADDRESS.....

PURPOSE.....

VALUE 2000/- (TWO THOUSAND ONLY)

STAMP VENDOR'S SIGNATURE.....

Form-IV

Contract Form

THIS AGREEMENT made the 29<sup>th</sup> day of December 2017 between Sindh Public Procurement Regulatory Authority (hereinafter called "the Procuring agency") of the one part and [Comsats Internet Services] of [karachi, Pakistan] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain services and ancillary services, viz., hiring web hosting services and has accepted a bid by the Service Provider for the supply of those services in the sum of [Rs. 375,000/- (Three Lac Seventy Five Thousands Only)] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications.
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Service Provide as hereinafter mentioned, the Service Provide hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Service Provide in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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


Signed, sealed, delivered by M. Arshad Chohan the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)


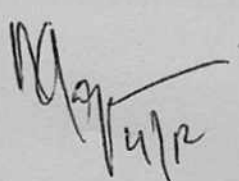


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**FINANCIALS FOR DEDICATED SERVER**

DESCRIPTION	SPECIFICATION	TOTAL COST
SERVER	INTEL XEON 2.2 GHz (4 CORES)	 PKR 375,000
MEMORY (RAM)	16GB	
STORAGE	500GB (EXTENDABLE UP TO 1GB)	
BANDWIDTH / DATA TRANSFER	UNLIMITED	
OPERATING SYSTEM	LINUX OR WINDOWS (ANY FLAVOR)	
<ul style="list-style-type: none"> <li>✓ STATIC IP INCLUDED</li> <li>✓ SERVICE TYPE: UNMANAGED</li> <li>✓ OFFICE 365 MIGRATION SUPPORT</li> <li>✓ SOFTWARE SUPPORT: JAVA, GLASSFISH, DATABASE SUPPORT ETC.</li> <li>✓ BACKUP SUPPORT</li> <li>✓ ANTIVIRUS &amp; SPYWARE SUPPORT</li> <li>✓ 24 X 7 ONLINE TECHNICAL SUPPORT</li> <li>✓ SLA WITH 99% UPTIME AND HARDWARE GUARANTEE</li> <li>✓ DEDICATED INTERNET BANDWIDTH</li> <li>✓ WINDOWS LICENSE TO BE ARRANGE BY CUSTOMER (IF REQUIRED)</li> <li>✓ TIA942 COMPLIANT DATA CENTRE</li> <li>✓ ISO27001:2013 CERTIFIED AND PCI DATA SECURITY STANDARD 3.2 COMPLIANT</li> </ul>		
<b>TOTAL COST FOR ONE YEAR (INCLUSIVE OF TAXES)</b>		<b>PKR 375,000</b>



  
 for one year  
 (12 months)  







**Part-III**  
**General Conditions of Contract**

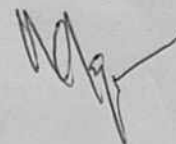
**1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Procuring agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **"The Contract Price"** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) **"The Goods"** means all of the equipment, machinery, and/or other accessories, which the Service Provider is required to supply to the Procuring agency under the Contract.
- (d) **"The Services"** means those services ancillary to the web-hosting and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Service Provider covered under the Contract.
- (e) **"GCC"** means the General Conditions of Contract contained in this section.
- (f) **"SCC"** means the Special Conditions of Contract.
- (g) **"The Procuring agency"** means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) **"The Service Provider"** means the individual or firm or organization supplying the Goods and Services under this Contract.
- (i) **"SPP Rules 2010"** means the Sindh Public Procurement Rules 2010 as amended from time to time.
- (j) **"Day"** means calendar day.

**2. Standards**

The Goods and Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, where no applicable standard is mentioned such standards shall be the latest issued by the concerned institution.



Part-VI

COMMENCEMENT OF SERVICES

The tentative date of commencement of services will be from the last week of October, 2017.


Note: Specifications of above items are attached

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- 3. Patent Rights** The Service Provider shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 4.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be denominated in the Pak rupees and shall be an unconditional bank guarantee, pay order, call deposit as, provided in the bidding documents or another form acceptable to the Procuring agency;
- 4.4 The performance security will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 5 Inspections and Tests**
- 5.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. The Procuring agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Service Provider shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 5.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Service Provider from any warranty or other obligations under this Contract.
- 6. Provision of Services** Services shall be provided by the Service Provider in accordance with the terms specified in the Schedule of Requirements.

  
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**7. Incidental Services**

The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Capacity Building of procuring agency's staff
- (b) furnishing of a detailed operations and maintenance manual.
- (c) supervision, maintenance and/or repair of the Goods, providing uninterrupted services 24/7 for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this Contract; and

**8. Payment**

- 8.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.
- 8.2 The Service Provider's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfillment of other obligations stipulated in the Contract.
- 8.3 Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider.
- 8.4 The currency of payment is Pak. Rupees.

**9. Prices**

Prices charged by the Service Provider for Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid,

**10. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**11. Terminations of Contract**

Either party may terminate the contract by giving sixty (60) days notice in advance in writing.

**12. Liquidated Damages**

If the Service Provider fails to perform any or all of the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC. Once the maximum percentage specified in SCC is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 13.

**13. Termination for Default**

The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service

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Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to perform any or all of the Services within the period(s) specified in the Contract, or within any extension thereof; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**14. Force Majeure**

14.1 Notwithstanding the provisions of GCC Clauses 12 and 13, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**15. Resolution of Disputes**

Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.

**16. Governing Language**

The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**17. Applicable Law**

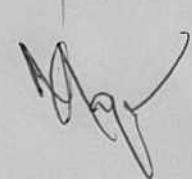
The Contract shall be interpreted in accordance with the SPP Rules 2010.

**18. Taxes and Duties**

Service Provider shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred during the period of the contract.

**19. Overriding effect of SPP Rules 2010**

In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.



## Part-V

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

GCC 1 (g)—The Procuring Agency is: Sindh Public Procurement regulatory Authority (SPPRA).

#### 2. Performance Security (GCC Clause 4)

GCC 4—The amount of performance security, as a percentage of the Contract Price, shall be: ~~10%~~ 10% — Pay Order # ISP 019161 Ref: 00415109 JS-BANK - Blue Area Ltd.  
Amount Rs 37500/-

#### 3. Inspections and Tests (GCC Clause 5)

Representative of Procuring Agency or his nominee shall inspect the data center and backup Site.

#### 4. Provision of Services and Documents (GCC Clause 6)

GCC 6—Service Provider shall provide the services from the date of signing of contract for one year, extendable for maximum three years on satisfactory performance and shall submit the following.

- (i) Service Provider's invoice showing services provided, Goods' description, quantity, unit price, and total amount;
- (ii)

#### 8. Payment (GCC Clause 8)

Hundred percent (100%) of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative/nominee of the SPPRA.

#### 9. Liquidated Damages (GCC Clause 12)

If the Service Provider fails to perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a

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maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**10. Resolution of Disputes (GCC Clause 15)**

In the case of a dispute between the Procuring agency and the Service Provider, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPPR 2010 (Amended 2013).

**11. Applicable Law (GCC Clause 17)**

GCC 17 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

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