



Program Management & Implementation Unit
Sindh Basic Education Program
School Education Department
Government of Sindh



SBEP/PD/PROC/2989/2017
Date: 18-04-2017

The Managing Director,
Sindh Public Procurement Regulatory Authority (SPPRA),
Government of Sindh,
Karachi.

Subject: NIT # SBEP/PD/PROC/2989/2017, dated 02/01/2017
Reference: SPPRA Serial # 31090

With reference to the subject NIT of "Acquiring Internet Services", following documents as per SPP rule # 50 in hard copies are enclosed herewith for your consideration.

- Contract Evaluation Form (signed & stamped).
- Letter of Acceptance (signed).
- Contract Agreement (signed / stamped).
- Schedule of Requirements.

Far
18/4/17
Abdul Wahab Soomro
(Program Director)

2521
19-04-17



Program Management & Implementation Unit
Sindh Basic Education Program
School Education Department
Government of Sindh



SBEP/PD/PROC/ 3268/2017
Date: 17-04-2017

Letter of Acceptance

M/s Augree Pakistan (Pvt) Ltd
Address: 10th floor, World Trade Center,
Khayane Roomi, Clifton Block 5,
Karachi.

References: NIT # SBEP/PD/PROC/2989/2017
"Acquiring Internet Services"

This is to notify that your bid opened on January 27th 2017 for the above referred NIT *"Acquiring Internet Services"* for the contract amount of **PKR.390,708/.** (Three hundred and ninety thousand, seven hundred and eight only) as corrected and modified in accordance with the "instruction to the Bidders" is hereby accepted by our Agency.

You are therefore awarded the contract and requested to furnish the performance security and sign the contract agreement as mentioned in the Bidding Document.

Abdul Wahab Soomro
(Program Director)



Bidding Documents
(Internet Services)

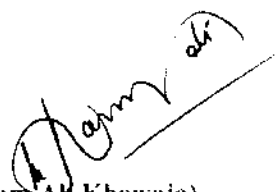
January, 2017.

Letter of Invitation

Subject: Tender for acquiring Internet Services (ISP).

1. Program Management & Implementation Unit, Sindh Basic Education Program, School Education Department, Government of Sindh required provision of "INTERNET SERVICES".
2. The specifications and requirements are given in the bidding documents consisting of the following:
 1. Letter of Invitation
 2. Instructions to Bidders
 - a. Introduction
 - b. Bid Preparation and Submission
 - c. Bid Data Sheet
 3. Schedule of Requirements
 4. Priced Schedule of Goods.
3. Sealed bids under **single stage one envelope procedure** are hereby invited to submit 01 original hard copy of your bid along with a bid security prepared in line with the instructions in this document by the deadline and in the manner stipulated.

Sincerely,


(Akram Ali Khowaja)
PAS
Program Director



2. Instructions to Bidders

A. Introduction

1. Procuring Agency / Source of Funds

- 1.1 PMIU-SBEP, School Education Department, Government of Sindh is the Procuring Agency for this Bid.
- 1.2 The procuring agency has received government funds towards the cost of the project and it is intended that part of the proceeds of the funds will be applied to eligible payments under this contract for which these bidding documents are issued. All amounts shall be in Pak Rupees.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all eligible service providers as defined in the SPP Rules and these Bidding Documents except as provided hereinafter.
- 2.2 The bidder (including all members of a JV) must not be associated nor have been associated in the past with the Procuring Agency or any other entity that has prepared the design, specifications and bidding documents for the services / project or was proposed as engineer / consultant for the contract. Any such association may result in disqualification of the bidder.
- 2.3 Government-owned enterprises in the province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with SPP Rules.

3. Legal Framework

- 3.1 This tender/bidding process shall be carried out primarily within the framework of Sindh Public Procurement Rules 2010 under the regulatory oversight of Sindh Public Procurement Regulatory Authority as well as any other relevant laws for the time being in force.



Bidding Documents
(Internet Services)

January, 2017.

B. Bid Preparation and Submission

4. Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and submission of bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Tender Fees

- 5.1 The Bidding Documents can be obtained from SPPRA and PMIU-SBEP websites and also from the Office of Procuring Agency, free of cost.
5.2 Successful Bidder has to pay all applicable government taxes as per SPP rules 2010.

6. Bid Security and Validity

- 6.1 The bidders are required to submit refundable bid security at 2.5% of the quoted bid amount along with their bids in the form of pay order / demand draft in favour of "PD PMIU SBEP", failure to do so will result in the rejection of the bid.
6.2 The bid shall remain valid for 90 days from the date of the opening of bid.
6.3 Bid security shall remain valid for a period of 28 days beyond the validity period for bids i.e. (90+28 =118 days) in order to provide the Procuring Agency reasonable time to act, if the security is to be called.
6.4 The bid security shall be returned to unsuccessful bidders on signing of contract agreement with successful bidder.

7. Performance Security

- 7.1 To prevent breach of contract and to assure quality, the ISP (internet service provider) has to provide performance security (refundable) in favour of "PD PMIU SBEP" after the issuance of letter of acceptance / award and shall be 5.5% of the total contract amount in the form of pay order / demand draft or bank guarantee.
Performance security shall remain valid at least 90 days beyond the date of completion of contract to cover subsequent defects, if any.

8. Clarification of Bidding Documents

- 8.1 An interested bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification regarding the bidding documents which it receives not later than five calendar days prior to the deadline for the submission of bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders who have purchased the bidding documents.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring Agency for any reason whether at its own initiative or in response to a clarification requested by an interested bidder may modify the bidding documents by amendment.



Bidding Documents
(Internet Services)

January, 2017.

9.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

9.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids the procuring agency at its discretion may extend the deadline for the submission of bids.

10. Eligibility and Qualification

10.1 The documentary evidence of the bidder's eligibility to bid shall be established to the Procuring Agency's satisfaction that the bidder at the time of submission of its bid is from an eligible country.

10.2 That the bidder has the financial, technical, and service providing capabilities necessary to fulfill the requirement of the contract.

11. Evaluation Criteria

- The evaluation of bids shall be based on the evaluation criteria given in these documents in order to determine bidder's technical & financial capabilities to perform the contract.
- The Procuring Agency reserves the right to waive minor deviations if these don't materially affect the capability of a bidder to perform the contract.
- Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria however joint venture experience & resources shall be considered.
- Consortium or Association of firms will be considered for similar treatment as in case of joint venture.
- Bidders are required to provide evidence/supporting documents with respect to all information given here under in all sections.

11.1. Mandatory Information

All the Bidders are required to provide below mentioned mandatory information/data supported by copies of valid documents as evidence failing which the bid shall be considered as non-responsive and shall be rejected without further evaluation.

a) Contact Information:

1. Name of Company/ Firm/ JV
2. Address of registered office
3. Phone & Fax Nos.
4. Email Address.
5. Contact detail of company's representative for communication on behalf of firm.



Bidding Documents
(Internet Services)

January, 2017.

b) General Information:

Copy of following valid registration certificates required.

- NTN / STRN & SRB certificates issued only on the name of Company or JV.
- Copy of licenses issued by relevant authorities.

c) Number of years of company establishment:

Copies of partnership deed, articles of associations, joint venture deed etc.

d) Blacklisted/Debarred from any agency:

All details to be submitted **OR** Affidavit to the effect that the firm / company have not been blacklisted / debarred by any Govt. Dept/Organization or Private Firm / Organization.

e) Litigation History:

All details to be submitted **OR** Affidavit to the effect that the firm / company have not been involved in litigation by any procuring agency, Govt. Dept/NGO or Private Firm.

Note:

Affidavits as mentioned in clause # 11.1 (d) (e) above are required to be submitted separately on judicial stamp paper of appropriate value with proper wording duly signed & stamped by deponent with two witnesses and endorsed & attested by Notary Public.

Affidavits furnished on company's letter head or furnished on judicial stamp paper with the heading "UNDERTAKING" is not accepted as affidavit.

Providing false statement that the firm is not black listed by any government department/ private client in this regard would lead to disqualify from the process regardless of the fact that firm is qualifying otherwise

11.2 Financial Soundness:

Documents Required:

- Audited reports or any other equivalent evidence to justify working capital (Current Assets - Current Liabilities) of last 03 years is required to be submitted.
- Current working capital should not be less than **PKR one million**.
- ISP has to submit proof of ownership or hired on rent/lease of required machinery / equipment etc for the contract.
- Bid shall be rejected if no evidence or outdated/ invalid evidence is provided.



Bidding Documents
(Internet Services)

January, 2017.

11.3 Experience Record

- Projects substantially completed during last 05 years.
- The projects having cumulative cost not less than **PKR 1.5 million** shall only be considered.

Documents Required:

- Detailed Company's Profile.
- Cliental List.
- List of required machinery / equipment.
- Work orders / purchase order / service orders / completion certificate / taking over certificates or performance certificate etc for each project completed and in-hand issued by procuring agencies.

11.4 Disqualification

The Procuring Agency shall disqualify a supplier, service provider or contractor, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as supplier, consultant or contractor was false and materially inaccurate or at any stage has indulged in corrupt and fraudulent practices.

A supplier, service provider or contractor being aggrieved by the decision of the Procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal as per SPP rule # 31 (Complaint Redressal Committee Notification mentioned below)



Bidding Documents
(Internet Services)

January, 2017.



REFORM SUPPORT UNIT
EDUCATION & LITERACY DEPARTMENT
GOVERNMENT OF SINDH
NO: SBEP/USAID/PD/2013
Karachi dated: 11th Jan, 2013

NOTIFICATION

No. SBEP/USAID/PD/2013: With the approval of the Competent Authority, and in light rule 31 of SPPR 2010 following Complaint Redressal Committee (CRC) notified for a complaint about procurement of Goods and civil Works and consultancy Services of Sindh Basic Education Program (SBEP) with immediate effect.

- | | |
|---|----------|
| 1. Special Secretary E & L Department | Chairman |
| 2. Representative of Accountant General Sindh | Member |
| 3. A nominee of USAID as independent Expert | Member |

SECRETARY

EDUCATION & LITERACY DEPARTMENT

No. SBEP/USAID/PD/2013 Karachi, 11th January, 2013

A copy for information & necessary action to:-

1. Senior Minister, Education and Literacy Department, Government of Sindh, Karachi
2. Additional Chief Secretary (Dev.), P&D Department, Government of Sindh, Karachi
3. Secretary to Governor of Sindh
4. Secretary to Chief Minister Sindh
5. Secretary, Education & Literacy Department, Government of Sindh and Chairman Program Steering Committee, Karachi
6. Members, Program Steering Committee, Sindh Basic Education Program
7. Project Director, Sindh Basic Education Program, Education & Literacy Department, Government of Sindh, Karachi
8. Chief Program Manager, Reform Support Unit, Education & Literacy Department, Government of Sindh, Karachi
9. Deputy Secretary (Staff) to Chief Secretary Sindh
10. P.S to Chief Secretary Sindh
11. P.S to Secretary (Services), SQA&CD, Government of Sindh, Karachi
12. Master File.


DEPUTY SECRETARY (GENERAL)
EDUCATION & LITERACY DEPARTMENT



Bidding Documents
(Internet Services)

January, 2017.

C. Bid Data Sheet

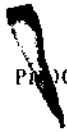
No.	Title	Detail
1.	Name of the Client	PMIU-Sindh Basic Education Program, School Education Department, Govt. of Sindh.
2.	Bid Security	2.5% of the total contract amount in the form of pay order or demand draft in favour of "PD PMIU SBEP" of valid for 28 days beyond the validity period of bids.
3.	Performance Security	5.5% of the total contract price (in the form of pay order or demand draft) in favour of "PD PMIU SBEP". Validity for 90 days beyond the validity of contract period.
4.	Bid Validity Period	90 days from date of bid opening.
5.	Bid Submission Address	Office of the Program Director, Program Management & Implementation Unit, Sindh Basic Education Program, School Education Department, Govt. of Sindh, D-29, Block 02 Clifton Karachi.
6.	Currency	The currency is "Pak Rupee"
7.	Telephone	021-35296931-33-40
8.	Fax Number	021-35296935
9.	Email	s.khurram@sbep.gos.pk
10.	Bid Submission and Opening	Bid will be collected till 2:30 PM on 27-01-2017, and will be opened at 3:00 PM on the same day.

Schedule of Requirements & Specifications:

- Primary Internet Bandwidth required: CIR Internet (04 Mbps) with 08 IPs pool.
- Backup Internet Bandwidth required: Wimax Internet (02 Mbps)

Commencement of Job:

After signing of contract agreement and issuance of letter of acceptance / award / work order.



Bidding Documents
 (Internet Services)

January, 2017.

Price / Rates Schedule for Internet Service
 Annexure B

Name of Bidder _____ NIT Reference # _____

Description (Service / Job)	Monthly Recurring Charges (PKR)	One Time Charges (PKR)
Primary Internet Bandwidth required: CTR Internet (04 Mbps) with 08 IPs pools.		
Backup Internet Bandwidth required: Wimax Internet (02 Mbps)		
Taxes		
TOTAL		
Grand Total (PKR)		

Name of Company: _____

Company's Product / Service:

Name of Company's representative & designation:

Signature and official stamp of company

Date _____

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Program Management & Implementation Unit, Sindh Basic Education Program, School Education Department.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Government of Sindh
- 3) TITLE OF CONTRACT Acquiring internet services.
- 4) TENDER NUMBER NIT # SBEP/PD/PROC/2989/2017, dated 02-01-2017
- 5) BRIEF DESCRIPTION OF CONTRACT Acquiring internet services.
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE PKR 550,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) -
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 months contract (renewable)
- 10) TENDER OPENED ON (DATE & TIME) 27/01/2017
- 11) NUMBER OF TENDER DOCUMENTS SOLD Free
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT SPPRA ID: 2147483647 Sr. No. 31090
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Augree Pakistan (Pvt) Ltd. World Trade
10th Floor, World Trade Center, Khayaban-e-Roohi, Clifton BL-S
Karachi.
- 16) CONTRACT AWARD PRICE PKR 390,708/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
M/s Augree Pakistan (Pvt) Ltd (1st Lowest)
M/s Cube XS Weatherly (Pvt) Ltd (2nd Lowest)
M/s Cyber Internet Services (Pvt) Ltd (3rd Lowest)
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Procurement Committee

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA ID: 2147483647 Sr. No. 31090
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	No
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?
(No other method used).

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No complaint was received

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	None

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	None

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	None

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	None

Signature & Official Stamp of
Authorized Officer

Abdul Wahab Soomro

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

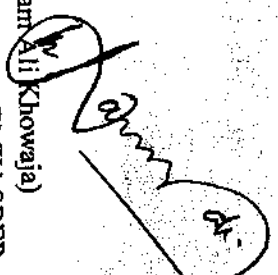
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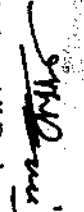
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Bid Evaluation Report


1. Name of Procuring Agency: Program Management & Implementation Unit - Sindh Basic Education Program (SBEP), School Education Department, Government of Sindh.
2. Tender Reference No: SBEP/PD/PROC/2989/2017, dated 02-01-2017
3. Tender Description/Name of work/Item: Acquiring Internet Services
4. Method of Procurement: Single Stage One Envelope Bidding Procedure
5. Tender Published: SPPRA ID: 2147483647 Sr. No. 31090
6. Total Bid documents Sold: Free of cost
7. Total Bids Received: Three
8. Technical Bid Opening date: (if applicable): _____ (Provide details in separate form)
9. No of Bid technically qualified (if applicable): Three
10. Bid(s) Rejected: Two
11. Financial Bid Opening date: 27-01-2017

S No	Name of Firm or Bidder	Cost offered by the Bidder				Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
		Monthly Charges	One time Charges	Twelve Months Contract Amount					
0	1	2	3	4	5	6	7	8	
1.	Augree Pakistan (Pvt) Ltd	32,559/-	Free	390,708/-	1 st	28.96 % less	Accepted	Recommended for Award.	
2.	Cube XS Weatherly (Pvt) Ltd	52,907/-	40,000/-	674,884/-	2 nd	22.70 % high	Rejected	Higher Rates	
3.	Cyber Internet Services (Pvt) Ltd	60,166/-	39,550/-	761,542/-	3 rd	38.46 % high	Rejected	Higher Rates	


 (Akram Ali Khowaja)
 Program Director, PMIU-SBEP
 Chairman Procurement Committee/
 School Education Department
 Govt. of Sindh


 (Ghulam Ali Brahmani)
 Member
 Add. Secretary (GAC)
 School Education Department
 Govt. of Sindh.


 (Akhtaq Ahmed)
 Member
 Director
 (Road Planning, Designing & Asset Management)
 Road Sector Development
 Directorate of W&S Department, Govt. of Sindh


 (Sohail S. Sidd)
 Co-opted Member
 Chief of Party
 Halerow Park



SINHI BASIC EDUCATION PROGRAM
 • Program Management & Implementation Unit
 School Education Department
 Government of Sindh
 Phone: 021-35296931, Fax: 021-35296935
 D-29, Block-2, Clifton, Karachi

TECHNICAL EVALUATION REPORT

(Acquiring internet services for PMIU-SBEP).

Reference: NIT # SBEP/PD/PROC/2989/2017, dated 02-01-2017
 SPPRA Serial # 31090 & ID # 2147483647

Three bids along with the required bid securities (2.5%) and following documents were received under single stage procurement process.

S.No	Documents submitted by Bidder as per Evaluation Criteria	Cybernet		Others	
		Yes	No	Yes	No
1	Name of Company				
2	Address & registered office				
3	Phone & fax numbers				
4	Email address				
5	Contact detail of focal person for communication on behalf of firm				
General Information					
6	Bid security submitted (2.5%)				
7	NTN (active filers) certificate issued on the name of company				
8	SRB (active filers) certificate issued on the name of company				
9	Copy of licenses issued by relevant authorities				
10	Number of years of company establishment				
Bidding Procedure					
11	Affidavit to the effect that company has no present or past bid				
12	Affidavit to the effect that company has not been debarred				

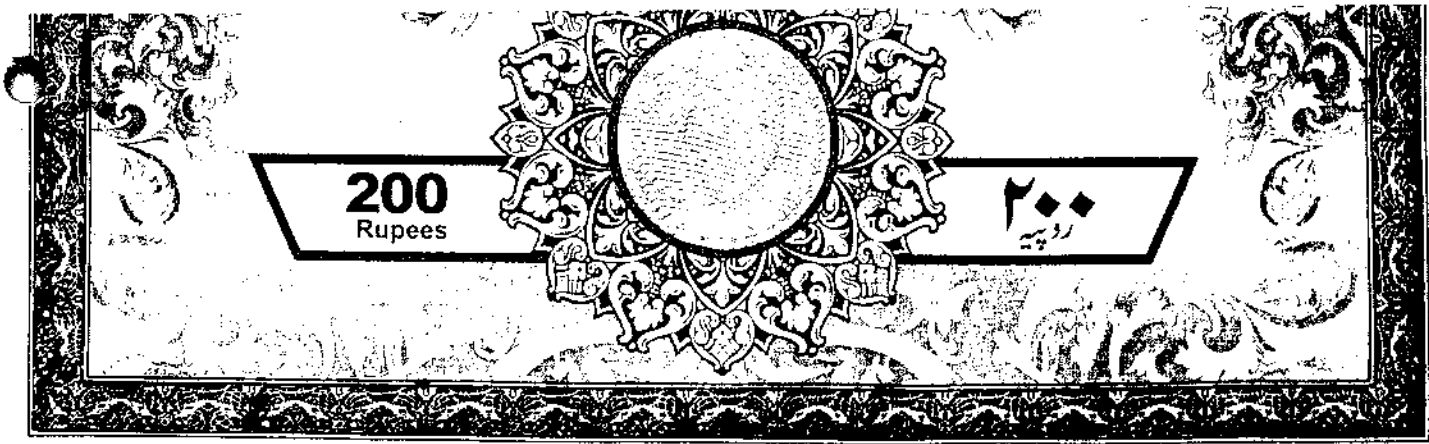
S. No	Documents submitted by Bidder as per Evaluation Criteria	Cybernet		CubeXS		Weatherly		
		Yes	No	Yes	No	Yes	No	
13	Audited reports of last 3 years Financial Soundness:	✓		✓				
14	Current working capital is more than one million	✓		✓				
15	Proof of ownership or hired on rent/lease of machinery / equipment.		✓		✓			
Experience Record:								
16	Projects substantially completed during last 05 years	✓						
17	Projects having cumulative cost more than PKR 1.5 million			✓				
18	Company Profile	✓						
19	Client list	✓						
20	List of required machinery / equipment.							

(Signature)
 (Chuliam Ali Brahmami)
 Member

Add. Secretary (GAV/C)
 School Education Department
 Govt. of Sindh

(Signature)
 (Akhtaq Ahmad)
 Member

(Road Planning Designing & Assessment)
 Road & Street Designing
 Director (D) of W&S Engineering
 Govt. of Sindh



MUHAMMAD WARIS KHAN AJMERI
Stamp Vendor's Licence No. 07, 2016

30 SEP 2016

GROUP 1

Serial No. 12089, Date
Purchased with
Purpose
Value Rs. (Attached)
Stamp Vendor's Signature

Augere Pakistan (Pvt) Ltd

**DATA COMMUNICATION
NETWORK SERVICE AGREEMENT**

Between

AUGERE PAKISTAN (PRIVATE) LIMITED

a private company incorporated under the Companies Ordinance, 1984, having its registered office at 10th Floor, World Trade Center, Khayaban-e-Rumi, Clifton Karachi (hereinafter referred to as "AUGERE", which expression shall be deemed to mean and include its successors-in-interest and assigns)

AND

**Sindh Basic Education Program
(Program Management & Implementation Unit)
School Education Department
Government of Sindh
Office address at D-29, Block 02 Clifton Karachi.**

Effective Date: April 17, 2017



(the Customer and Augere are hereinafter also referred to collectively as the "Parties" and individually as a "Party").

Whereas Augere has been duly authorized in terms of a license issued by the Pakistan Telecommunication Authority (hereinafter referred to as the "PTA") to offer Data Communication Network Service in Pakistan;

And Whereas the Customer desires to obtain certain services more particularly described in Annexure "A" hereto (the "Services");

And Whereas the Customer is willing to engage Augere to provide the Services subject to the terms and conditions set out in this Agreement;

And Whereas Augere has agreed to provide the Services to the Customer in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

- Annexure "A" - Services**
- Annexure "B" - Fees & Payments**
- Annexure "C" - Escalation Matrix**
- Annexure "D" - Maintenance of Equipment**
- Annexure "E" - Wimax Service Availability Matrix**

1. Definitions

- 1.1 "Act" means the Pakistan Telecommunication (Re-Organization) Act, 1996 or any amendments thereof.
- 1.2 "Data Communication" means transfer of information based on digital data, exchanged between two computing devices in an agreed format over a Data Communication Network.
- 1.3 "Data Communication Network" means a communication network over which a number of data devices can be inter-connected for exchange of information at varying speeds, formats and protocols.
- 1.4 "Domestic Telecommunication Services" means the telecommunication service provided in Pakistan.
- 1.5 "International Telecommunication Services" means the telecommunication services provided between Pakistan and any other country.
- 1.6 "PTA" means the Pakistan Telecommunication Authority constituted in accordance with Provisions of the Act.
- 1.7 "Service" means the service agreed to be provided by Augere to the Customer in terms of Annexure "A" hereof.

2. Services

- 2.1 *Augere* hereby agrees that it shall provide the Services to the Customer in accordance with the provisions of this Agreement as explained in Annexure "A" and "C"

3. Payment

- 3.1 In consideration of *Augere* providing the Customer with the Services, the Customer agrees that it shall make payment to *Augere* of the fees given in the Annexure "B" attached.



4. Term and termination

- 4.1 The initial term of this Agreement shall be for one year as determined by the Parties, effective from the execution of this Agreement. The initial term shall automatically on expiry be deemed to be renewed for similar successive periods unless the Agreement otherwise terminates in accordance with the provisions hereof.
- 4.2 Without prejudice to any other provision of this Agreement, in the event that a Party (the "Breaching Party") breaches any of its obligations under this Agreement, the other Party may send a written notice to the Breaching Party specifying the breach and requiring the same to be remedied within seven (7) days of the receipt of the notice by the Breaching Party. In the event that the Breaching Party fails to remedy the specified breach within the period mentioned above, the other Party shall be entitled to terminate the Agreement forthwith by written notice to the Breaching Party.
- 4.3 *Augere* shall be entitled to terminate and discontinue Service to the Customer by serving a thirty (30) days notice to this effect in the event that;
- 4.3.1 Such termination or discontinuance is necessitated in order to protect the integrity of *Augere's* network;
- 4.3.2 the Customer or any other person or party accessing or using the Services through the Customer engages in any of the prohibited activities mentioned in Clause 4.1;
- 4.3.3 Customer defaults in making payment of any amount due and payable by the Customer to *Augere*, payment terms and amounts are mentioned in Annexure "B"; and
- 4.3.4 Customer engages in any activity or fails to perform any obligation which tantamount to a breach of any terms and conditions of this Agreement.
- 4.4 Except in the case of termination by *Augere* pursuant to Clauses 4.2 or 4.3, 4.4, any advance payment made by the Customer pursuant to this Agreement in relation to a period for which Services have not been utilised, will be refunded by *Augere* to the Customer,
- 4.5 If any provision of this agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement, but that shall not affect the legality, validity or enforceability of any other provision of this agreement.

5. Warranty

- 5.1 *Augere* makes no warranties or representations of any kind with respect to the merchantability or fitness of the Services for any particular purpose.
- 5.2 *Augere* does not guarantee any Services which are reliant on any third party, including but not limited to PTCL, and the Customer agrees not to hold *Augere* responsible or liable for any loss or damage resulting from the use or interrupted use of any third party services, including without limitation any satellite carrier, internet backbone service provider or content provider.

6. Entire Agreement

- 6.1 This Agreement represents the entire understanding and agreement between the Parties in relation to the subject matter hereof and terminates and supersedes all prior understandings/agreements between the Parties, whether written or oral.

7. Force Majeure

- 7.1 This Agreement shall be suspended during the period and to the extent of such period that either of the Parties is prevented or hindered from complying with its obligations under any part of this Agreement by any cause beyond its reasonable control including but not limited to riots, strikes, lockouts acts of governmental authority, breakdown of communications facilities or extended outages of energy sources and natural disasters or weather related outages. If such period of suspension exceeds 30 days, the Agreement may be terminated with the mutual consent the Parties in writing.



8. Confidentiality

- 8.1 Either party shall not divulge or communicate to any person (other than those whose right it is to know the same or with authority from the other party or as required by any government body) any trade secrets or information which are for the time being confidential to the other party and are not in the public domain and the Data (the "Confidential Information") which either party may have received or obtained during the term of this Agreement and/or as a consequence of provision of the Services. This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorised disclosure by or the fault of either party. Either party undertakes to return to the other party all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and not to make copies of any of the above mentioned documents or materials after termination of this Agreement.
- 8.2 Where either party shall have obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to the other party, either party shall not without the prior consent in writing of the other party at any time whether during the term of this Agreement or after its termination for whatever cause, infringe such restrictions.
- 8.3 Either party shall not provide any information or reports relating to the Services or any other information relating to either party to any person or entity without the prior consent in writing of the other party, save as specifically permitted in this
- 8.4 It is understood that breach of confidentiality may cause irreparable injury to a party and it is agreed by both parties that in the event of such a breach the non-breaching party will be entitled to monetary damages as well equitable relief as appropriate.

9. Governing Law & Arbitration

- 9.1 This Agreement is governed by and shall be construed in accordance with the laws of Pakistan.
- 9.2 All dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them touching arising out of or in respect of this agreement on the subject matter thereof, shall be settled amicably amongst the parties. However, provisions of Pakistan Arbitration Act, 1940 shall govern in case of arbitration. The place of arbitration shall be Karachi, Pakistan and the language of the arbitration shall be English.

10. Ancillary Provisions

- 10.1 If for any reason, any provision of this Agreement is determined to be unenforceable; such adjudication shall in no way effect any other provision of this Agreement or the validity or enforcement of the remainder of this Agreement. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance with applicable law.
- 10.2 Customer agrees that *Augere* may assign all or any of its rights hereunder in the event of a merger, consolidation or amalgamation without changing the contents of this agreement.
- 10.3 This Agreement and the Annexure hereto constitute the entire and only agreement between the Parties with respect to the subject matter hereof and hereby terminates, cancels and supersedes any and all prior oral or written agreements, arrangements or understandings between the Parties. The Services to be undertaken and provided by the *Augere* for the Customer shall be so undertaken and provided only in accordance with the provisions of this Agreement and the Annexure hereto. This Agreement and the Annexure hereto may be varied or amended only by mutual consent of the Parties in writing.
- 10.4 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver.



5. All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties specified below or as each Party may communicate to the other in writing from time to time:


If to the Customer:
Attn: Program Director
Sindh Basic Education Program
School Education Department,
Gov of Sindh.
Address: D-29, Block 2, Clifton Karachi
Tel: 021-35296931, 33, 40

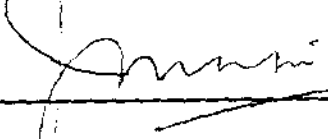
If to Augere:
Attn: Javed Malik
Augere Pakistan (Pvt.) Ltd
10th Floor, Tower A, World Trade Center
Khayaban-e-Rumi, Clifton Block 5, Karachi.
Tel : +92-21-35871171-4
Fax : +92-21-35838157

In Witness Whereof the Parties have executed this Agreement on the date first mentioned above.

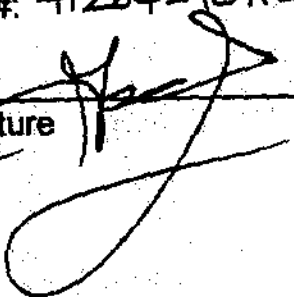
For and on behalf of
Sindh Basic Education Program


For and on behalf of
Augere Pakistan (Pvt.) Ltd.


~~Program Director~~
~~Sindh Basic Education Program~~
Government of Sindh
Abdul Wahab Soomro


Javed Malik
Executive Director- Enterprise Sales

Witnesses:

1. JAVED AHMED SOLANGI
Name
CNIC #: 41204-1011261-5

Signature

2. Shahid Sail

Signature



Annexure "A"

SERVICES

Equipment

Augere will provide the connectivity equipment to the customer. The rented equipment remains the property of Augere and must be returned at the end of the agreement. If the equipment is not returned, the customer agrees to pay Augere the retail price of equipment as provided by Augere.

During the term of agreement, the customer shall bear all risks for the equipment provided by Augere, including the entire risk of loss, theft, damage or destruction of the equipment and all liability for the use, possession, operation, storage and condition of the equipment.

The equipment installation, link commissioning and testing will be done by Augere's Engineer, results of which will be recorded and signed by the customer. Any on-site labor incurred after the initial installation of the equipment will be the responsibility of the customer.

Equipment Replacement

Augere may replace the defective equipment and materials according to the following terms and conditions:

(a) Rented Equipment

The rented equipment will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer. However, the defective equipment will be replaced free of cost if the equipment malfunctioning is caused by any other reason not including force Majeure.

If the defective equipment is repairable then it will be sent for repairs to the vendor and customer has to pay the expense involved otherwise if the defective equipment is not repairable then customer has to pay the actual retail price of the equipment. In both cases, Augere will arrange replacement equipment to restore the services.

(b) Equipment owned by the Customer

The equipment sold by Augere to the customer will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer. However, the defective equipment will be replaced free of cost if the equipment malfunctioning is caused by any other reason not including Force Majeure provided the equipment is under warranty. The repaired equipment will be installed again at customer premises once it is received from vendor and replacement equipment will be taken back by Augere.

Prohibited Actions

a) The Customer is hereby specifically prohibited from engaging in any of the following actions while using Augere's network:

- i. any course of action which compromises the performance, security or integrity of any servers or other computers or any other devices or software connected directly or indirectly to the internet outside Customer rights under the Agreement;
- ii. any material increase in traffic levels for any unlawful purpose like email spamming, Voice Over IP etc which can result in security intrusions on outside networks;
- iii. any type of tempering or 'invasion' of security system, password protection or encryption of Augere or outsiders by Customer;
- iv. infringement of any right of other internet users, service providers, content providers and/or any users of Augere's systems through Customer

- v. any prohibited or unreasonably excessive use of spamming of electronic mail or similar information delivery system outside Customer right of use under this Agreement through Customer computer systems;
- vi. transmission of voice on or through the Data Communication Network;
- vii. any use or attempted use of the Services to reproduce, re-distribute, retransmit, publish, translate, transfer or exploit any information, which is against the international rules and regulations such as spamming, Trojan attacks, virus propagations etc should be prohibited.
- viii. any other activity prohibited by any applicable law, rule, regulation or license off/framed under, but not limited to, the Act, PTA or PTCL.
- ix. *Augere* hereby reserves the right to forthwith terminate this Agreement by written notice to the Customer in the event the Customer engages in, allows, or commits any of the acts mentioned under Clauses i to viii Notwithstanding anything else contained in this Agreement, for the purposes of this Clause the above mentioned written notice shall be deemed to have been served on the Customer at the time and date on which such notice is dispatched by whatever means.

b. *Augere* is hereby specifically prohibited from engaging in any of the following actions:

- i. Any course of action which compromises the performance, security or integrity of Customer servers or its system.
- ii. Any type of tempering or invasion of security system, password protection or encryption.
- iii. Any other activity prohibited by any applicable law, rule, regulation or license.



Annexure "B"
FEES & PAYMENTS

a. Services as explained in Annexure "A" are billable @ Rs. PKR _____/- (excl taxes) per month paid quarterly in advance.

b. The Customer shall clear all the invoices within 30 days of the date of the invoice.

Primary Internet Bandwidth required: GIR Internet (04 Mbps) with 08 IPs pools.	18,000.00	Free
Backup Internet Bandwidth required: Wimax Internet (02 Mbps)	6,000.00	Free
Taxes	8,559.00	
TOTAL	32,559.00	
Grand Total (PKR) for 12 Months Contract		390,708.00

2. Payment Terms

- a) All amounts due and payable hereunder shall be paid by cheque or bank draft or pay order drawn in the name of "Augere Pakistan (Pvt.) Ltd, payees account only."
- b) Any costs, charges, deductions or offsets due to applicable taxes, levies etc. shall be deducted from the invoice submitted by Augere. However, if Augere provides tax exemption certificate, the Customer will not deduct the tax.
- c) Augere shall invoice quarterly to the Customer no later than the 7th day of each period in respect of the periodic recurring charges due for such period.

3. Billing Disputes

In the event of a dispute regarding billing/invoicing which must be brought in front of the Augere within 10 days of the date of the invoice, such disagreement shall be referred to the respective parties' account managers for resolution through good-faith negotiations. If the account managers are unable to resolve the dispute, the disagreement shall be referred to the parties' applicable General/Accounts Managers for resolution through good-faith negotiations which process must be completed within 20 days of the day of the disagreement. If the General/Accounts Managers are unable to resolve the dispute, the disagreement shall be referred for arbitration which process must be completed in sixty (60) days.



Service Levels

Who will measure delivery, and how. Augere-PK via NMS.
How the SLA will change over time. Quarterly Review Meeting(s).

Escalation Matrix:

	Contact Details	Designation	Email	Ph #
Level 1	24x7 - Direct NOC	Shift Engineer	servicedesk@augere.pk	03111284373/ 02134942951
Level 2	Zain	Team Lead	zain.hassan@qubee.com.pk	03082223901
Level 3	Shahid Sial	Account manager	Shahid.sial@augere.pk	03212438576
Level 4	Javid Malik	HOD	javed.malik@augere.pk	03212166661

Process to Calculate the Outages:

Calculation	Metrics Source
$\text{Availability} = \frac{\text{\#hours available} - \text{Outages Time}}{\text{\#hours available}} * 100$	Data will be gathered from the log Sheet Provided by Augere Pakistan (Pvt.) Limited. NMS will be shared with the client.
$\text{Outage Time} = \text{Outage1} + \text{Outage2} + \text{Outage N}$	

Deductions / Compensations:

Aggregate outage time for a Service will be measured through Augere Pakistan (Pvt.) Limited's Monitoring System, will be shared with the client at the time of service delivery:

Percentage of Monthly Rental Charges as Rebate	
99.00% or greater	0 % deduction
98.50% to 98.99%	5% deduction
97.00% to 98.49%	7.5% deduction
84.00% to 96.99%	10% deduction
80.00% to 83.99%	20% deduction
70.00% to 79.99%	35% deduction
Below 70%	40%

Part 3: Exclusive Key account management

KAM - Shahid Sial
Tel: 9201-35871171-7
Fax: 92-3583-8157
Email: shahid.sial@augere.pk

Part 4: Exit clause

One month notice period prior processing disconnection.



Annexure "D"

Maintenance of Equipment

Equipment Rented By The Customer:

Any equipment or devices allocated to the Customer by Augere shall remain to be property of Augere and must be returned to Augere on the termination of this Agreement. In case of equipment getting faulty due to the negligence of the Customer including but not limited to power shortage then Customer will be responsible for providing the same and the cost will be borne by the Customer.

During the term of agreement, the customer shall bear all risks for the equipment provided by Augere, including the entire risk of loss, theft, damage or destruction of the equipment and all liability for the use, possession, operation, storage and condition of the equipment.

The equipment installation, link commissioning and testing will be done by Augere's Engineer, results of which will be recorded and signed by the customer. Any on-site labor incurred after the initial installation of the equipment will be the responsibility of the customer.

Augere may replace the defective equipment and materials according to the following terms and conditions:

The rented equipment will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer.

If the defective equipment is repairable then it will be sent for repairs to the vendor and customer has to pay the expense involved otherwise if the defective equipment is not repairable then customer has to pay the actual retail price of the equipment in installment in addition to monthly recurring charges. If customer desire to terminate the contract before the contract term then customer is liable to pay the remaining amount of the equipment(s) which got faulty and irreparable during the service term.

Customer Initial: _____

Augere Initial: _____

Customer has no authority to repair the defective equipment by itself or by any third party, only Augere has the sole rights of the equipment and its repair.

Fault Resolution

The Customer, when required, will issue intimation either through email, written communication or telephonic communication on Augere's help desk and obtain a trouble ticket number for the fault or the purpose of Maintenance visit(s) of Augere's technical staff for the Maintenance / trouble shooting of the router at the place of installation of the equipment.

Interruption of Service

Augere's primary responsibility is to ensure maximum uptime. However, due to license fee band certain interference & disturbances in the link will be rectified as soon as complaint is registered with Augere's technical staff.



Regulatory Approvals

Augere assures that it has all the government and regulatory approvals for providing the maintenance services being offered to the Customer. Augere further assures that it will keep the permission intact during the Agreement period. In case of any change in the future status, Augere will do the needful for obtaining approvals from the relevant authorities/agencies of Government of Pakistan, if so required. Any legal issues in relation to the license for the provision of Radio/Internet data services raised by any government agency will be handled by Augere.

Annexure "E"

Wimax Service Availability Matrix

Pakistan		
S.No	Link Name	Wimax Coverage
	Lahore	Yes
	Rawalpindi	Yes

