



**PAKISTAN TELECOMMUNICATION COMPANY LIMITED
HEADQUARTERS, G-8/4, ISLAMABAD**

PROC. 1-3/2/080218/1898

DATE: 08-02-2018

REQUEST FOR Proposal (RFP)

FOR

**Video Surveillance & Cloud Storage
Partnership**

PTCL through this TENDER would like to invite your prestigious organization to bid for the requirement of '**Video Surveillance & Cloud Storage Partnership**'.

Bidders are required to submit the Technical & Commercial Bids separately into sealed envelopes as per below mentioned details / schedule;

Schedule:

- **Scope Clarification Meeting at 11:30am, Monday, 19th February, 2018 (Address: 3rd Floor, Board Room, Old Building, PTCL Headquarter, G-8/4, Islamabad)**
- Bid clarifications, if any, before COB: **Friday, 23rd February, 2018**
- Technical Bid (i.e. Technical details as per SOW, Supplier's Information Form, company Profile & compliance with tender terms etc.) & Commercial Bid should reach us by: **Wednesday, 28th February, 2018.**

Attachments:

1. SOW Document
2. Supplier's Information Form
3. Request for Proposal - Tender Terms (This Document)

NOTE: All attachments are available at the end of this document.

Other Terms & Conditions:

1. A minimum two (02) years contract will be signed between the parties, which may be further extendable for 2 years (with PTCL consent).
2. No advance payments, however partial payments after successful job completion shall be allowed.
3. Cost should include all kind of withholding taxes, only GST / SST will be charged separately.
4. The firm must have adequate size, structure, staffing, facilities and financial standing to provide comprehensive services related to '**Video Surveillance & Cloud Storage**'.
5. Please provide details / evidence as per Supplier's information Form / Technical Requirements.
6. Must possess minimum required (successful) experience related to the scope of work / Requirement, as defined in this Tender.
7. The contract period will be for two years. All payments will be made net of taxes in Pakistan Rupees.
8. The firm must have the requisite professional expertise reflected in the qualifications and experience of the personnel.
9. PTCL reserves the right;
 - a. to accept or reject any bid/quote without assigning any reason to vendor.
 - b. to award complete or part of the business.
10. We require only one partner for the project. However, we reserve the right to award to more than one suppliers.
11. **For technical queries, you may contact or send e-mail to the undersigned before COB Friday, 23rd February, 2018.** stating the tender name i.e. Request for Proposal for '**Video Surveillance & Cloud Storage Partnership**' – Tender # PROC. 1-3/2/080218/1898

Hassan Khan

Manager (Wireless Products)/PTCL

Mob: +92 333 5569000

Email: Hassan.Khan1@ptcl.net.pk

By copying;

Muhammad Tanveer

Manager (Marcom) Procurement

Mob: +92 301 8548181

E-mail: m.tanveer@ptcl.net.pk

Important Notes

- a) The bidder must submit the tender bid with the most competitive/workable price solution.
- b) PTCL's vendor selection criteria will not be challenged and will be deemed final.
- c) The successful bidder will provide services only to PTCL in the telecom sector.
- d) PTCL reserves the right to hire any other vendor during or after the tenure of the agreement.
- e) The Contract shall be construed and governed by the laws of the Islamic Republic of Pakistan. The Contract shall be written in English language, which shall govern its interpretation. All literature, correspondence and other documents pertaining to the Contract that are exchanged by the Parties shall be written in the same language.
- f) The Supplier shall fully indemnify PTCL against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of the service, software and equipment supplied by the Contractor. Supplier shall indemnify and save harmless PTCL from and against all losses and all claims, demands, payments, suit, actions, recoveries and judgment of every nature and description made and related cost and expenses brought or recovered against the PTCL related to the work done under this Order, by reasons of any act, omission to act or status of liability of Supplier or its sub-Contractors or agents or employees. Supplier agrees to give PTCL prompt notice of any possible liability.
- g) If the Supplier is in breach of any obligations under any subsequent Contract/Purchase Order (or any part of it) or if any other liability arising then the maximum liability of the Supplier under Contract/Purchase Order shall not be limited to the Order Price payable to the Supplier by PTCL and shall include indirect losses including but not limited to loss of goodwill or reputation, loss of data or information.
- h) The Supplier shall not change the Order or any part thereof, or assign or sub-Contract the whole or otherwise any part of the work without the prior written consent of PTCL. If such consent, if given, shall not relieve the Supplier from any liability or obligation under the Order and Supplier shall be responsible for the acts, defaults and neglects of any sub-Contractor, agent assignee or neglect of Contractor's servant or workman or employee.
- i) The Supplier shall not without PTCL prior written consent, make use of any documents or information except for purposes of performing the Order.
- j) No official or employee of PTCL shall be admitted to any share or part of the Contract or to any benefit that may arise there from. The Supplier declares and affirms that the Supplier and its shareholders, directors, officers, employees and agents have neither paid nor undertaken to pay, pay-off, kick-back or unlawful commission. The Supplier and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Rupees or a foreign currency and whether in Pakistan or abroad, given or offered to give any such gifts and presents in Pakistan or abroad, to any official or employee of the PTCL or any other person to procure the Contract. The Contract shall be terminated during any time of execution if such act is proved in the reasonable opinion of PTCL.
- k) Parties can undertake amendment(s) in the Contract, if so required, by the mutual consent. This Order shall not be amended except by written amendment signed by all the parties.
- l) The Contract shall be construed and governed under the Laws of Pakistan and the Parties irrevocably submits to the exclusive jurisdiction of the courts of Islamabad. The Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. Any difference, dispute or question arising out of, or with reference to, the Contract which cannot be settled amicably shall within thirty (30) days from the date that either party informs the other in writing that such difference, dispute or question exists, be referred to arbitration. Within thirty (30) days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator for commencement of the arbitration proceedings. The arbitration shall be a condition precedent to any proceedings in law. The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended. The arbitration Tribunal shall have its seat in Islamabad, Pakistan. The award of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be borne equally by both parties. In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.
- m) In addition to other rights available to PTCL, if the Supplier fails to comply with any of the conditions mentioned herein or the "Contract", PTCL reserves the right to immediately terminate the Contract/ Purchase Order. Such termination shall not prejudice any legal action subsequently taken by PTCL against the Supplier for breach of Contract / Purchase Order. Furthermore, PTCL may terminate the resulting Contract/PO (if any) in whole or in part at any time for its convenience. However only those services, which are ready to be rendered within 10 days after the receipt of the termination notice, may be purchased by PTCL as per terms and conditions of the Contract/ Purchase Order.
- n) Nothing in this Agreement shall confer or be deemed to confer on either Party any rights, title or interest in any logo, service mark trademark, copyright or other intellectual property rights belonging to the other Party

and each Party hereby acknowledge that it shall not acquire any rights, title or interest in respect thereof and that all such rights, title or interest are and shall remain the property of and vested in the other Party.

Commercial Terms & Conditions

- a) Quotes shall be submitted in **PKR basis i.e. exclusive of GST however WHT shall be incorporated in unit cost.**
- b) 100% payment shall be made to the Supplier through cross cheque upon delivery of complete services and subsequent issuance of SAN/Acceptance Certificate.
- c) In case of discrepancy between Unit Price and Total Cost, the Unit Price shall prevail
- d) Discount, if any, shall be clearly shown in price schedule. Discount shown anywhere else except price schedule will not be considered.
- e) The bidder shall also mention clearly the levy or exemption of sales tax on the Goods / services being offered. In case the bidder mentions the levy of sales tax and later on after the supply of Goods claim exemption, necessary reduction in price as per implemented tax rates will be made at the time of payment.
- f) The Contract/Agreement shall be valid for a period of **Two (02) years**, further extendable for a period of 2 years with the consent of PTCL. The prices agreed upon and reflected in the Contract/PO shall be valid for initial term of Three (04) Years from the date of signing of Contract/PO by all the parties. The unit prices (including discounts) will remain unchanged till the validity of the Prices/Contract/PO.
- g) Supplier shall submit a Revolving/Corporate Performance Security equivalent to PKR **5,000,000/-** (within 15 days from signing of Contract/Agreement) valid for period of twenty five (25) Months from the date of its issuance, as per annexed Performance Security Form. The Performance Security will be discharged by PTCL not later than 30 days following the expiry of the 24 months period or any extended warranty/period, taking into account LDs and/or any other penalties (if any).
- h) No quantity over and above that requested in the Order will be paid, if delivered/completed without advance written authority having been obtained from the PTCL.
- i) Details regarding Documents for Payment will be specified in the resulting Contract/PO (if any).
- j) Supplier shall ensure smooth running/delivery of services as per PTCL requirement/guidelines against each Order.
- k) Supplier shall be responsible and answerable in case of any delay or disturbance. PTCL reserves the right to penalize delayed (and/or not up to the mark) activities. Supplier warrants that it will provide and perform the services by itself using suitably trained and qualified personnel utilizing the standards, expertise, care and diligence to be reasonably expected in the telecommunication industry.
- l) If Supplier breaches a warranty and/or condition implied by law, which cannot be excluded, restricted or modified, to the extent permitted by law, the liability of Supplier is limited to.
 - A. In the case of goods:
 - I. The replacement of the goods or the supply of equivalent goods; or
 - II. The repair of goods; or
 - III. The payment of the cost of replacing the goods or of supplying equivalent goods
 - B. In the case of services:
 - I. The supplying of the services; or
 - II. The payment of the cost of having the services resupplied.

Bid Submission

- a) The sealed bids shall be submitted in two (02) separate sealed envelopes by 28th February, 2018. **One sealed envelope will contain the Technical Offer** (Supplier Information Form & Company Profile and other required attachments) and must be marked as **“Technical Offer”**. This master envelope will further have two separate sealed envelopes and should have one original bid in a separate sealed envelope and one copy of bid in separate sealed envelopes duly marked as **“Original”** and **“Copy-1”**
- b) **A second sealed envelope will contain the Commercial Offer** (priced bid) with the cost breakdown as per PTCL price schedule/BOQ, ensuring that this envelope must be marked as **“Commercial Offer”**. This master envelope will further have two separate sealed envelopes and should have one original bid in a separate sealed envelope and one copy of bid in separate sealed envelope duly marked as **“Original”** and **“Copy-1”** respectively.

- c) Soft copies of Commercial Offers on 01 separate USB (CD is not acceptable) are mandatory and must be enclosed in master Envelope of Commercial Offer.
- d) Both the Mater Envelopes i.e. Technical and Commercial (Vol-II) shall further be enclosed in a MAIN ENVELOPE, which shall bear following information:
- a. **PTCL Tender/RFP Number and the RFP Name/Title ONLY**
 - b. **Do Not Open Before 28.02.2018**
 - c. **name of bidder only.**
- e) Bids complete in all aspects (proposals along with duly filled price schedule and shall be submitted to the office of **Syed Muhammad Talha Ghaznavi, General Manager (Supply Chain), Room # 18, 4th Floor, Old Building, PTCL HQ G-8/4, Islamabad** on or before the closing date and time as advised by PTCL in Invitation to Tender Letter/Notice. Any bid received by PTCL after the deadline for submission of bids prescribed by PTCL will be rejected and returned un-opened to the bidder.
- f) The bids/prices shall remain valid for a period of One Hundred & Eighty (180) days after the date of bid opening prescribed by PTCL. A bid valid for a shorter period shall be rejected by PTCL as non-responsive. Bids with conditional prices due to currency fluctuation or petroleum cost fluctuation in Pakistan or any other reason shall be taken as non-responsive and may be rejected.
- g) **Call Deposit in original equivalent to PKR 50,000/-, valid for a period of 06 Months from the date of its issuance shall be enclosed in the ORIGINAL TECHNICAL OFFER.** CDRs of the unsuccessful bidders will be returned upon finalization of award of work, whereas CDR of successful bidder will be released upon submission of Performance Security as per relevant clause(s).
- h) Any non-compliance to the above would lead to disqualification of bids from further processing.
- i) In case, requests for extension for tender closing date are officially received from two or more bidders before Thursday, 22nd February, 2018, the matter shall be referred to end user/project owner who shall advise their concurrence on the period of extension with justifications, or advise their rejection of such request. EVP Procurement shall be the authority to approve tender extension and all the bidders will be communicated accordingly, in time.

Deadline, RFP Clarification and Comments

a. Guidelines

Following guidelines must be met to ensure that the RFP process is done equitably. Failure to adhere to these guidelines will remove your company, as an eligible bidder, from being considered for the grant of an award of the business and potential contract. PTCL reserves the strict right to accept or reject any or all bids for any reason, as it deems suitable or necessary.

- i. All costs expended or incurred by the bidder in preparation and submission of its responses to the RFP or any other expenses related with travelling and presentations are the sole responsibility of such bidder and shall not be reimbursed or paid by PTCL.
- ii. All documentary responses to this RFP shall become the legal property of PTCL and shall not be returned to their sender.
- iii. PTCL shall not disclose the RFP responses of any one tender bidder to any other tender bidder. Any information contained in your responses that are proprietary information and confidential to your company must be marked as such. Such information shall be automatically treated as confidential.
- iv. A tender bid in response to this RFP does not obligate PTCL to accept your tender bid or enter into a business relationship with your company. Any obligations on the part of PTCL shall be set out fully in an appropriate written contractual agreement, to be promptly negotiated subsequent to any award.
- v. The presenting team will include members who will work exclusively on PTCL's account in case of final selection:

b. Conflict of Interest

The agency must disclose all accounts that it is currently servicing, especially those which may be perceived to be in conflict of interest. The agency must submit an agreement to terminate all conflict of interest accounts, if selected.

c. Deadline

The responses to tender bid must be received not later than 28th February, 2018.

Responses to tender bids received after this date may be disqualified and removed from consideration. Provided that the responses to the tender bid have met the deadline PTCL shall promptly begin the process of reviewing documents, contacting references, asking any necessary questions or requesting any required clarifications and undertaking any appropriate actions in the selection process.

No further changes to your responses and tender bid shall be allowed or accepted unless PTCL requests a change, modification or additional information.

Thereafter, PTCL may schedule to meet with a short list of tender bidders within a short period after the completion of the review of the RFP responses and tender bids.

All documents should be delivered to the following address:

Syed Muhammad Talha Ghaznavi, General Manager (Supply Chain), Room # 18, 4th Floor, Old Building, PTCL HQ G-8/4, Islamabad.

d. Confidentiality

The fact that PTCL is conducting an agency RFP is to remain confidential.

e. Contact Details

The tender bidder may submit questions, request clarifications or offer comments to PTCL via e-mail to **Muhammad Tanveer/Manager (Marcom) Procurement/PTCL <m.tanveer@ptcl.net.pk>** stating the tender name i.e. Request for Proposal for **Video Surveillance & Cloud Storage Partnership' – Tender # PROC. 1-3/2/080218/1898**. Any questions, requests or comments must be received by the PTCL by / before Friday, 23rd February, 2018. After such deadline no further questions, requests or comments will be taken into consideration or answered.

Parties

PTCL and Supplier (The Successful Bidder) will collectively be referred to as "Parties" and individually as "Party".

Attachments:



SOW - Video
Surveillance.docx



Supplier
Information Form.docx