

**REQUEST FOR PROPOSAL**

**FOR**

**PROVISION OF CIR BANDWIDTH SERVICES**



<b>Tender Reference Number:</b>	<b>KPITB/20/IFB/032</b>
<b>Last Date/Time for Submission:</b>	<b>July 28, 2020 at 02:00 PM</b>
<b>Bid Opening Date/Time:</b>	<b>July 28, 2020 at 02:30 PM</b>

**KHYBER PAKHTUNKHWA INFORMATION TECHNOLOGY BOARD- KPITB**

**GOVERNMENT OF KHYBER PAKHTUNKHWA**

*Plot # 134-136, Industrial Estate, Hayatabad, Peshawar, KPK, Pakistan. Tel: 091-5891516*

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## INVITATION FOR BIDS

- 1) Khyber Pakhtunkhwa Information Technology Board intends to hire service provider for the provision of **CIR Bandwidth services** for its office located at Abbottabad and which may extend to the other offices in future. Therefore, sealed bids on **single stage one envelope procedure** are invited from eligible bidders.
- 2) Interested eligible bidders having Income tax and Sales tax registration may obtain further information from the office of KPITB, 134-136, Industrial Estate, Jamrud Road Hayatabad Peshawar. Khyber Pakhtunkhwa.
- 3) A complete set of bidding documents can be downloaded by interested bidders from [www.kpitb.gov.pk](http://www.kpitb.gov.pk) .
- 4) Bids must be delivered to the above office on or before **2:00 PM on July 28, 2020**.
- 5) Bids will be opened in the presence of bidders' representatives who choose to attend at **2:30 PM on July 28, 2020** at the offices of KPITB, 134-136, Industrial Estate, Jamrud Road Hayatabad Peshawar.
- 6) Bids must be accompanied by a bid security of **PKR. 50,000/-** in the form of CDR/Banker Cheque. The bid security of the awarding bidder shall be retained as Performance Guarantee through the contract term.
- 7) The bidders are requested to quote their best and final prices as no financial negotiation are allowed.
- 8) Interested eligible bidders may obtain further information by sending e-mail at [mohmand.imran@kpitb.gov.pk](mailto:mohmand.imran@kpitb.gov.pk) or by visiting office of KPITB.

Yours sincerely

**Assistant Director Procurement**

Khyber Pakhtunkhwa Information Technology Board (KPITB)

Telephone # Tel: 091-5891516

E-mail: [mohmand.imran@kpitb.gov.pk](mailto:mohmand.imran@kpitb.gov.pk)

## INSTRUCTION TO BIDDERS

- I. Under single stage, one envelope process, all interested bidders are requested to submit the financial bid in a single sealed package/envelop marked as **“Bid for CIR Bandwidth Service”**.
- II. The envelope should have address and contact details of the addressee and the addressor.
- III. Bids delivered by hand to KPITB office must be registered at reception unregistered bids will not be considered for further evaluation process.
- IV. Bidders are required to furnish the information/documents along with Proposal, for evaluation as mentioned in the eligibility criteria.
- V. The bidder shall specify validity in days, the submitted bid KPITB may under exceptional circumstances request for extension in bid validity that shall be for not more than the period equal to the period of the original bid validity.
- VI. Bidders may associate with other organizations to enhance their capacity. However, such associations may only take place before the bidding. Once firms are short-listed, no such association will be allowed.
- VII. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- VIII. The bids should be in accordance with enclosed specifications.
- IX. Response time: all bidders shall submit bids as per these instructions by or **before 02.00 PM on July 28, 2020**, at 134-136 Industrial Estate, Jamrud Road, Hayatabad, Peshawar. Bids will be opened half an hour after the deadline i.e. 02:30 PM on same day. No bid in any case shall be accepted after the deadline.
- X. Submit statement of any history of litigation or ongoing.
- XI. The KPITB will not be responsible for any cost or expenses incurred by the firms in connection with the preparation or delivery of proposals.
- XII. The quoted price must be inclusive of all applicable taxes, installation and transportation or any other direct/indirect cost associated for the delivery/completion of required goods/services.
- XIII. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- XIV. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- XV. Contract will be signed with the successful bidders. Initially one-year contract will be issued which may be further extended through mutual consent and based on the performance of the services provider.
- XVI. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).

## GENERAL TERMS & CONDITIONS

- a) All bidders are requested to submit their most competitive bid with the instructions incorporated herein and in accordance with the specification mentioned.
- b) Bids shall be submitted on company's letterhead in a sealed envelope.
- c) Bidders are requested to submit their quotation, quoting each and all items as per requirements mentioned.
- d) The above required details shall be submitted in a sealed envelope.
- e) The bidder (s) must be registered with FBR & KPRA.
- f) Bidders shall mention all applicable taxes in their quotes. In case any supplier has not done so, the procuring entity while comparing the offers will add the applicable taxes to the total quoted amount for each item.
- g) The request for quotation is non-transferable.
- h) Bid must be submitted by or **before 2:00 PM on July 28, 2020** to the undersigned for the purpose. No late bid for any reason whatsoever will be considered.
- i) Each bidder can only submit one offer / quote.
- j) The bid must carry the authorized signatures and stamp of the supplier/service provider.
- k) The quoted price must be inclusive of delivery/transportation/installation to the proposed site.
- l) The procuring entity reserves the right to reject one or all the proposals as per prevailing KPPRA rules.
- m) All the Taxes will be deducted as per FBR and Khyber Pakhtunkhwa Revenue Authority (KPRA).
- n) Initially one-year contract will be issued which may be further extended through mutual consent and based on the performance of the services provider.

**ELIGIBILITY/ QUALIFICATION CRITERIA**

Following is the qualification criteria.

<b>S. No</b>	<b>Criteria</b>	<b>Documentary Evidence</b>
1	Bidders should be registered entities with the Government (Company with SECP or any other authority).	Registration Certificate
2	Bidder must be income tax and KPRA registered and must be on active tax payers list.	Registration Certificate & Active Status
3	Bidder should provide Trace route & latency report for the IP Addresses at the premises of 03 similar clients labeled as “Traceroute & Latency Report”	Traceroute & Latency Report
4	The service provider must be able to provide services in Peshawar, Mardan, Swabi, Abbottabad, Kohat, DI Khan & Swat.	Undertaking on Judicial Stamp Paper for provision of services in respective cities.
5	Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.	Affidavit on Judicial Stamp Paper duly attested.

ANNEX-I PRICE SCHEDULE

Financial Bid Sheet					
Subject: Provision of CIR Bandwidth Services				Date:	
Supplier Name, Address & Contact Details:				Closing Date	
				NTN:	
				STRN/KPRA	
				Tel:	
				Fax:	
				Email:	
Quotation validity (in days):					
Delivery and installation Locations:				Initially at IT Park Abbottabad which may extend to other locations of KP in future.	
S No.	Item	Unit	Qty.	Unit Price excluding taxes	Unit Price Including Taxes
1	Per Mbps CIR Bandwidth (In case of procuring 1-150 Mbps)	No	01		
2	Per Mbps CIR Bandwidth (In case of procuring 151-300 Mbps or above)	No	01		
<ul style="list-style-type: none"><li>The requirement of bandwidth may vary each month and the service provider shall charge for the actual usage made in the respective month.</li><li>Cost shall be inclusive of one-time cost (if any) and all applicable taxes, duties etc.</li></ul>					

TERMS OF REFERENCE

S. No.	Particulars	QTY/Volume	Description / Remarks
a.	Bandwidth	83 Mbps	<div><div>i.</div><div>ii.</div><div>iii.</div><div>iv.</div><div>v.</div></div> <div>C.I.R (Committed Information Rate) Internet Bandwidth over fiber optic cable to premises. Average monthly uptime should be 99.9%. 83 Mbps for both upload and download. Primary media for Peshawar &amp; Abbottabad should be Optical Fiber cable whereas for the other locations Wireless media may be provided if Fiber Optic cable is not available. Secondary Media may be same or Wireless.</div>

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- Total 83 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable to premises at KPITB IT Park Abbottabad whereas the requirement of bandwidth may vary each month and the service provider shall charge for the actual usage made in the respective month.  
The service provider must assign a dedicate customer support engineer for 24x7 services to KPITB for trouble shooting who’s contact details will be shared with KPITB.  
The internet connectivity along with all related device/ equipment like switches, routers, modules, convertors etc. will be directly terminated in the respective deployment site.  
The service provider shall be responsible to whitelist the IP’s from the relevant authority at the time of deployment of services. The ISP must be able to open any port blocked by the organization itself including ports for VoIP.  
Redundant/ secondary/ back-up links must be of same bandwidth.  
Internet connectivity from Primary to Secondary and vice versa must be auto swapped in case of any failover.  
Vendor / firm will also provide a pool of **03 live IPs** at no additional cost.  
To keep the internet connectivity up to its maximum extent of running, Services Level Agreement (SLA) uptime should be 99.9%.  
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, which will be replaced 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.  
All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable or Wireless link within or outside the premises of KPITB will be the responsibility of the vendor/ firm.  
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 responsibility of vendor. All the installations must be done as per the satisfaction of KPITB’s Supervising Engineer.  
The ISP should be able to provide online usage report through web. The ISP must provide a usage report i.e. Multi Router Traffic Graph (MRTG) or Cacti or PRTG graph that can be accessed directly by authorized Staff of KPITB from anywhere at any time.  
The services provided by the vendor/ firm must support all kinds of error-free network traffic including Voice, Data and Video Streaming etc.  
The maximum period allowed for installation of complete Internet Services are set to be 15 days from the award of the contract to the Vendor. First 15 days of error-free service will be considered as trial period.  
The ISP will not schedule any maintenance of their service during the working hours



- of KPITB.
16. Packet loss averaged over at least 5000 ping requests should also be shared.

## **GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions:**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) “Procuring Entity PE” means the implementing department which signs the contract i.e. KPITB
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 and the Appendices.
- (d) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (g) “Government” means the Government of Khyber Pakhtunkhwa.
- (h) “Local Currency” means Pak Rupees.
- (i) “Party” means the PE or the Service Provider, as the case may be, and “Parties” means both of them.
- (j) “Services” means the services to be performed by the service provider pursuant to this Contract, as described in the Terms of References.
- (k) “In writing” means communicated in written form with proof of receipt.

#### **1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

#### **1.3 Language**

This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.4 Notices**

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this RFP or Contract.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in this RFP.

#### **1.5 Location**

The Services shall be performed at such locations as are specified in contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve.

#### **1.6 Authority of Member in Charge**

In case the Bidder consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the RFP to act on their behalf in exercising all the Service provider's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

### **1.7 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Service provider may be taken or executed by the officials specified in the contract.

### **1.8 Taxes & Duties**

The service provider and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the RFP and contract, the amount of which is deemed to have been included in the Contract Price.

### **1.9 Fraud & Corruption**

If the PE determines that the services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Service provider, terminate the Service provider's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the service provider, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in this RFP. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Commencement of Services**

The Service provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Contract.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of one year and may be extended upon success completion and mutual consent of both the parties.

### **2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **2.5 Force Majeure**

The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

#### **2.5.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.2 Extension of Time**

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

**2.5.3 Payments**

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the service provider shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the PE**

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Service provider, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the service provider does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.
- (b) If the service provider becomes insolvent or bankrupt.
- (c) If the service provider, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the service provider(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PE fails to pay any money due to the service provider pursuant to this Contract without service provider fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the service provider that such Payment is overdue.
- (c) If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment Upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC. 2.6.2, the PE shall make the following Payments to the Service provider:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

### **3. OBLIGATION OF THE SERVICE PROVIDER**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The service provider shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Service providers or third parties.

#### **3.2 Conflict of Interests**

The service provider shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

##### **3.3.1 Service providers not to Benefit from Commissions, Discounts, etc.**

The Payment of the service provider pursuant to Clause GC 6 shall constitute the service provider only Payment in connection with this Contract or the Services, and the Service provider shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the service provider shall use their best efforts to ensure that the Personnel, any Sub-Service providers, and agents of either of them similarly shall not receive any such additional Payment.

##### **3.3.2 Prohibition of Conflicting Activities**

The service provider agrees that, during the term of this Contract and after its termination, the Service provider and any entity affiliated with the Service provider, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service provider's Services for the preparation or implementation of the project.

##### **3.3.3 Prohibition of Conflicting Activities**

The Service provider shall not engage, and shall cause their Personnel as well as their Sub-Service providers and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **3.3 Confidentiality**

Except with the prior written consent of the PE, the Service provider and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Service provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **3.4 Service provider's Actions Requiring PE's Prior Approval**

The Service provider shall obtain the PE's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not listed, and
- (b) any other action that may be specified in this RFP.

### **3.5 Reporting Obligations**

- (a) The Service provider shall submit to the PE the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR.
- (b) Final reports shall be delivered in USB/CD ROM in addition to the hard copies specified in said TOR.

### **3.6 Documents Prepared by the Service provider to be the Property of the PE**

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service provider under this Contract shall become and remain the property of the PE, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

### **3.7 Accounting, Inspection and Auditing**

- 3.7.1 The Service provider shall keep, and shall cause its Sub-service providers to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.7.2 The Service provider shall Permit, and shall cause its Sub-service providers to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Service provider's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

### **3.8 Professional liability of service provider**

- 3.8.1 The service provider shall be liable for consequence of errors or omissions on its part. The extent of liability of the service provider in no case should be less than consideration of the contract.
- 3.8.2 The service provider shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services.
- 3.8.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to forfeit their performance security or deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both.

### **3.9 Monitoring and Evaluation**

- 3.9.1 The Service provider shall submit the report along with the attendance to the KPITB. The PE shall monitor and evaluate and visit the service provider business place each month. The Service provider shall facilitate the PE for inspection of the relevant records and the service provider shall produce the relevant records on demand of PE for evaluation.
- 3.9.2 If the service provider failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.

## **4. SERVICE PROVIDER PERSONNEL**

### **4.1 Description of Personnel**

The Service provider shall employ and provide such qualified and Personnel experienced Personneland Sub-Service providers as are required to carry out the Services. The titles,

agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Service provider's Key Personnel are described in Section 3 & TOR. The Key Personnel and Sub-Service providers listed by title as well as by name in proposal are hereby approved by the PE.

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service provider shall provide as a replacement a Person of equivalent or better qualifications.
- (b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Service provider shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.
- (c) The Service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE PE**

**5.1 Assistance and Exemptions**

The PE shall use its best efforts to ensure that the Government shall provide the Service provider such assistance and exemptions as possible.

**5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.

**5.3 Services and Facilities**

The PE shall make available free of charge to the Service provider the possible Services and Facilities.

**6. PAYMENTS TO THE SERVICE PROVIDER**

**6.1 Lump-sum Payment**

The total Payment due to the Service provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

**6.2 Contract Price**

The price Payable in Pak Rupees is set forth in the contract.

**6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Service provider and according to the Payment schedule stated in the RFP.

**7. GOOD FAITH**

- 7.1** The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2 Dispute Resolution**

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the RFP.