

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**CONTRACT AWARD PROFORMA – I
(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works,
Services and Goods

- NAME OF THE ORGANIZATION/DEPTT. **National Information Technology Board**
- FEDERAL / PROVINCIAL GOVT. **Federal Government**
- TITLE OF CONTRACT: **Provision of Services of Skilled IT HR to NITB**
- TENDER NUMBER **NITB-4(150)-CP-Cabinet/2019**
- BRIEF DESCRIPTION OF CONTRACT **Selection of Human Resource (HR) Outsourcing Service Provider for Provision of Services of Skilled IT Human Resources (HR)**
- TENDER VALUE **Nil**
- ENGINEER'S ESTIMATE _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD **15 Days**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes / No**
- ADVERTISEMENT:
 - (i) PPRA Website (Federal Agencies) (If yes give date and PPRA's tender number) **Yes / No (Tender No. TS390211T, Date May 17, 2019)**
 - (ii) News Papers (If yes give names of newspapers and dates) **Yes / No (Daily The News(Nationwide), Daily Nawa i Waqt(Nation Wide), Daily The Ausaf (Nation Wide Date 29 January, 2020).**
- TENDER OPENED ON (DATE & TIME) **3rd March, 2020 at 11.00 am**
- NATURE OF PURCHASE _____ **Local / International**
- EXTENSION IN DUE DATE (If any) _____ **Yes / No**

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➤ NUMBER OF TENDER DOCUMENTS SOLD **NIL (Made available online)**
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ **Yes / No**
(If yes enclose a copy). **(Annex-A)**

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ **Yes / No**
(If yes enclose a copy). **(Annex-B)**

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE.

c) TWO STAGE BIDDING PROCEDURE

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.

(for civil ...)

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY: **Executive Director**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

N/A

➤ NUMBER OF BIDS RECEIVED **9**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes / No**

➤ WHETHER INTEGRITY PACT WAS SIGNED **Yes / No**

NATION

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**
(As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect
of All Public Contracts of Works, Services & Goods.

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS **9**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **M/s 360 Technologies- 3rd floor, Safdar Mansion, 16-D, Fazal-e-Haq Road, Blue Area, Islamabad, 44000, Pakistan**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

1st

- NEED ANALYSIS (Why the procurement was necessary?) **The services of Skilled IT HR were required to keep the ICT infrastructure laid down for ensuring E-Readiness of Federal Government for the implementation of the E-Government program under the Federal Cabinet decision No.681/45/2018 dated 15-11-2018 in all Ministries/Divisions situated at Islamabad.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)

N/A

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ **Yes / No**

➤ DATE OF CONTRACT SIGNING: **Signing of Contract- 28-05-2020**
(Attach a copy of agreement) **(Annex-C)**

➤ CONTRACT AWARD PRICE **Rs.11,740,000/-**

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **(Not demanded)**
(Attach copy of the bid evaluation report) **(Annex-D)**

➤ ANY COMPLAINTS RECEIVED _____ **Yes / No**
(If yes result thereof)

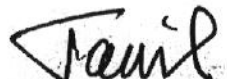
➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ **Yes / No**
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA _____ **Yes / No**
(If yes give details)

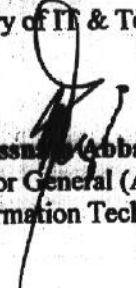
➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

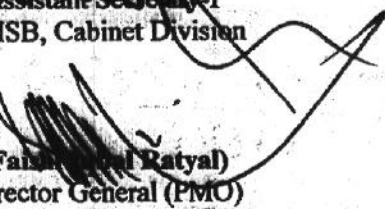
4.	Financial capability and yearly growth rate (annual financial turnover) in past three (03) years.	2.6	Yes (Page 18A,18)	Yes	Annual Financial Turnover Missing Bank statements provided separately	Yes	Yes (Page 25 till 57)	Yes	Yes (Page 84 till 195)	Yes (Page 77-94)	Yes
5.	Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that company (on stamp paper of Rs. 100)	2.9	Yes (Page 30)	Yes	Yes	No No Stamp Paper	Yes (Page 58)	Yes	Yes (Page 196)	Yes (Page 32)	Yes
6.	Affidavit that the RO has never been blacklisted by any Government/Semi Government/Autonomous organization (on stamp paper of Rs. 100)	2.10	Yes (Page 31)	Yes	Yes	No No Stamp Paper	Yes (Page 59)	Yes	Yes (Page 197)	Yes (Page 33)	Yes
7.	Affidavit from the RO that IT HR MUST fulfill the technological experience, expertise of tools as mentioned in "Schedule of Requirements" against each category for any future requirements during the life of the contract (on stamp paper of Rs. 100).	2.11	Yes (Page no. 28)	Yes	Yes	No No Stamp Paper	Yes (Page 60)	Yes	YES (Page 198)	Yes (Page 31)	Yes
8.	Affidavit from the RO that IT HR will keep the confidentiality of all the projects, code, and initiatives performed under this contract during and after the contract expiry (on stamp paper of Rs. 100)	2.12	Yes (Page 29)	Yes	Yes	No No Stamp Paper	Yes (Page 61)	Yes	Yes (Page 199)	Yes (Page 30)	Yes
9.	RO to provide organizational chart covering management structure and key personnel (technical, administrative, and managerial)	2.15	Yes (Page 32)	Yes	No	Yes (Page 18)	Yes (Page 8)	Yes	Yes (Page 33)	Yes (Page 36)	Yes
10.	RO to provide at least two hundred and ten (210) resumes (134 for Network Administrator and 76 for System Administrator) against the	2.16	Yes (Provided Separately)	Yes (Provided Separately)	No Net. Admn 58 CVs	No Net. Admn 28 CVs	Yes (Provided Separately)	Yes (Provided Separately)	Yes (Provided Separately)	No Net. Admn 16 CVs	Yes (Provided Separately)

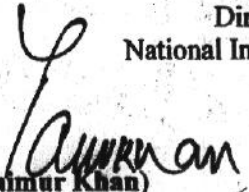
	categories provided in Annexure-I "Schedule of Requirements" along with the proposal				Missing	Missing				Missing	
11.	A Bid Bond in the shape of a Bank Draft/Pay Order in the name of Deputy Director (Admin), National Information Technology Board, equivalent to 2% of the total cost of the quoted bid must be submitted along with the proposal.	4.6	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
QUALIFICATION STATUS			Complied	Complied	NOT COMPLIED	NOT COMPLIED	Complied	Complied	Complied	NOT COMPLIED	Complied

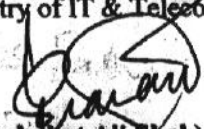

(Muhammad Jamil)
 DDO
 Ministry of IT & Telecom


(Major Iftikhar Nazir)
 Assistant Secretary-I
 NTISB, Cabinet Division


(Syed Hussain Abbas Kazmi)
 Director General (Admin)
 National Information Technology Board


(Faiz Ahmad Ratyal)
 Director General (PMO)
 National Information Technology Board


(Taimur Khan)
 Joint Secretary (Admin)
 Ministry of IT & Telecom


(Shabana Ali Shah)
 Chief Executive Officer / Chairman
 National Information Technology Board

Government of Pakistan
Ministry of Information Technology & Telecommunications
NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)



Category -I (Network Administrator) = 134 resumes with 80% matching requirements or above will be given 201 Marks (1.5 mark per CV) - CVs not matching 80% requirements will be given zero (0) marks

Category -II (System Administrator) = 76 resumes with 80% matching requirements or above will be given 114 Marks (1.5 mark per CV) - CVs not matching 80% requirements will be given zero (0) marks

Procurement Committee may call and check the authenticity of the CVs/profiles. Submitted CVs/Profiles must contain contact information of the resources.

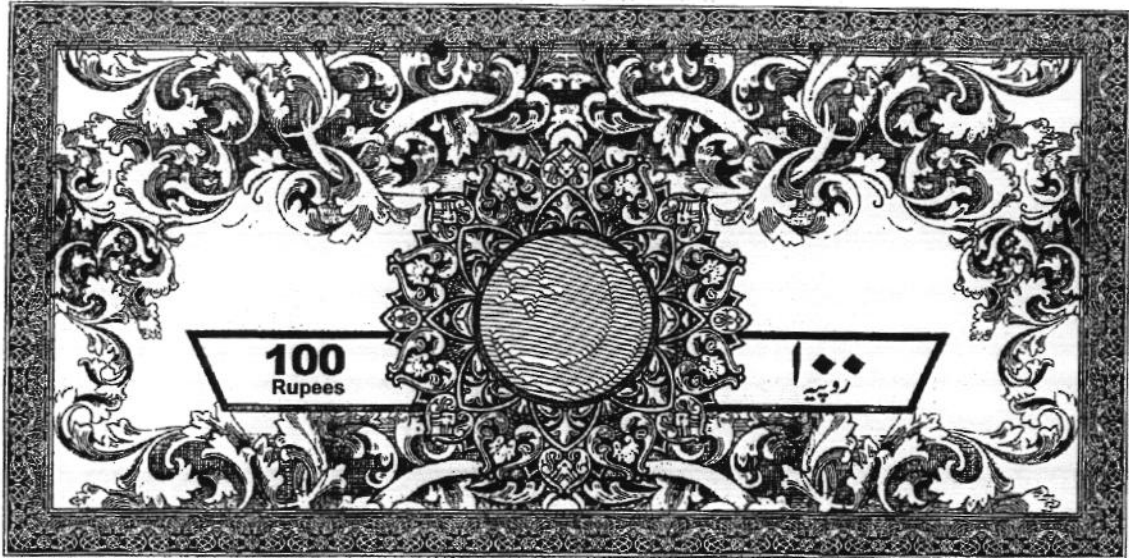
Capability for Capacity Building preferably for technical trainings including on job training

***Firm MUST provide verifiable evidence of conducting trainings**

50

Calculation Criteria:

Capacity Building preferably for technical trainings including on job training: Yes - 50 marks, No - 0 marks



AGREEMENT

This Agreement is made at Islamabad this 28th day of May 2020.

BETWEEN

The **NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)**, Ministry of Information Technology & Telecommunications, Government of Pakistan, having its office at 24-B, Street No. 6, Sector H-9/1, Islamabad (hereinafter referred to as the "**NITB**" or "**Vendee**" which expression shall, where the context admits, include his executers, administrators and assigns) of the One Part;
AND

M/s 360 TECHNOLOGIES Pvt Ltd., (to be called "**360 TECHNOLOGIES**" or "**Service Provider**" or "**Vendor**" hereinafter) having its corporate office at Office 3rd Floor Safdar Mansion 16D, Fazal-e-haq Road, Blue Area, Islamabad, acting through, Farrukh Bilal Qureshi, Chief Executive officer it's duly authorized officer, of the Other Part.

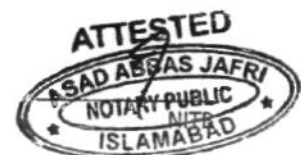
WHEREAS

- A. **M/s 360 TECHNOLOGIES Pvt Ltd.** has assured the NITB that it possesses relevant skills, qualifications, permits/licenses for providing services of professionals or skilled personnel (technical human resource) to develop, customize, re-utilize existing code using contemporary software development platforms, tools, frameworks, languages and process modeling techniques with capability of delivering the required software in the form of web application / service, mobile application and desktop application on short notices to the NITB in terms of this Agreement.
- B. NITB relying on the assurances made by **M/s 360 TECHNOLOGIES Pvt Ltd.** is desirous of obtaining Services of **Skilled IT Personnel** from **M/s 360 TECHNOLOGIES Pvt Ltd.** in accordance with details mentioned in the **Article-01: Terms & Conditions** of the agreement and monthly payments as per **Article-02: Payments & Implementation Schedule** which are integral part of this agreement.

360 Technologies



Page 1 of 11



Agreement Ms 360 Technology (Pvt) Ltd No 13
with
National Information and Technology Board
01-07-2013

ALI ABRAR-AFZAL
Stamp Vendor
Lic. No. DRA/287/2013
District Court, Islamabad

DEFINITIONS AND INTERPERTATION OF DEFINITIONS

Unless the context requires otherwise, the following terms shall have the respective meaning ascribed thereto hereunder:

- i. "ACCEPTANCE" or "Approval by the "NITB" or any grammatical variations thereof means written acceptance, approval or authorization by the NITB as the case may be in accordance with Schedule- A.
- ii. "AGREEMENT" means this Agreement between the NITB and the Service Provider, together with all Schedules (if any) attached hereto.
- iii. "Vendee" means the National Information Technology Board, Ministry of information Technology and Telecom, Government of Pakistan,
- iv. "VENDEE'S OR NITB'S AUTHORIZED REPRESENTATIVE" means the Deputy Director Admin or such other person as the Deputy Director Admin may from time to time notify in accordance with this Agreement.
- v. "AGREEMENT PAYMENTS" means the payments set out in **Article-02** of this Agreement to be made by the Vendee to the Service Provider, in the manner stipulated therein, as the entire remuneration for the services to be rendered by the Service Provider in accordance with this Agreement.
- vi. "GoP" means the Government of the Islamic Republic of Pakistan.
- vii. " HUMAN RESOURCE" means the services of the personnel mentioned in **Article-04** provided by the Service Provider for the purposes of carrying out the services under this Agreement.
- viii. "LAWS OF PAKISTAN" means the federal, provincial and local laws of Pakistan, and all orders, rules, regulations, statutory regulatory orders, executive orders, decrees, judicial decisions, notifications, or other similar directives made pursuant thereto, issued by any executive, legislative, judicial, or administrative entity, as any of them may be amended from time to time.
- ix. "LOSS" means any and all loss, damage, liability, payment obligation and all related expenses (including reasonable legal fees) and expenses for remedial action/measures.
- x. "NOTICE TO PROCEED ("NTP")" means formal instructions issued to the Service Provider to commence implementation of, the mutually agreed requirements of the Vendee in accordance to this agreement.
- xi. "PAKISTAN" means the Islamic Republic of Pakistan.
- xii. "PARTY" means either the Vendee or the Service Provider, as the case may be.
- xiii. "PARTIES" means both Vendee and the Service Provider.
- xiv. "RUPEE" and "Rs." mean the lawful currency of Pakistan.
- xv. "SCOPE OF SERVICES" means the services, described in **Article-03** of this agreement
- xvi. "SITE" means NITB office or designated location by NITB
- xvii. "SERVICE PROVIDER'S REPRESENTATIVE" means the authorized representative of the Service Provider who is assigned and designated by the Service Provider and notified to the Vendee in advance, to be fully authorized and responsible for all decisions and communications on behalf of the Service Provider in connection with this Agreement

INTERPRETATIONS

1. The recitals and Schedules to this Agreement shall form an integral and substantial part of this Agreement.
2. Headings in this Agreement are included for convenience of reference only and shall not be construed as a part of this Agreement for any other purpose.
3. The singular includes the plural and vice versa;
4. The terms "include" and "including" mean "without limitation", unless otherwise expressly stated.





5. Unless the context indicates otherwise, references to articles, sections, recitals and Schedules are references to the articles, section of and the recitals and Schedules to, this agreement
6. In carrying out its obligations and duties under this Agreement, each Party shall have an implied obligation of good faith.
7. Works, materials, equipment or any other item or component being or forming part of the Project described in words, when so applied, and having well known technical or trade meaning shall be deemed to refer to such recognized meaning unless required otherwise in the context.

8. **Correspondence**

- a) **Addresses.** Except as otherwise expressly provided in this Agreement, all correspondence or other communications to be given or made here-under shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by reputable courier, registered mail, Acknowledgement Due, or facsimile. The addresses for general service of the Parties and their respective facsimile shall be:

If to the Vendee:

Deputy Director (Admin.)
National Information Technology Board
Plot 24-B, Street 6, H-9/1, Islamabad
Tel: +92 (51) 9265059
Fax: +92 (51) 9257724

If to the Service Provider.

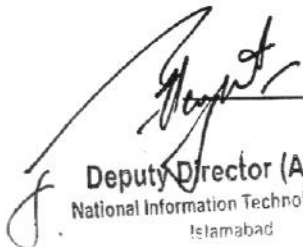
Farrukh Bilal Qureshi,
Chief Executive Officer
M/s 360 TECHNOLOGIES Pvt Ltd.
Office: 3rd Floor Safdar Mansion, 16D, Fazal-e-haq Road, Blue Area, Islamabad,
0092-3008506776
0092-518480360
0092301-8434360

- b) **Delivery.** Except as otherwise expressly provided in this Agreement, all correspondence shall be deemed delivered (i) when presented personally, (ii) if received on a Day by the receiving Party, when transmitted by facsimile to the receiving Party's facsimile number specified above, (iii) if receiving Party's email specified above, (iv) one Day after being delivered to a Pakistan Post Office for overnight delivery, addressed to the receiving Party, at the address indicated above (or such other address as such Party may have specified by written notice delivered to the delivering Party at its address or facsimile number or email address specified above in accordance herewith), or (v) five (5) Days after being deposited in a regularly maintained receptacle for the Postal General Services in Pakistan, postage prepaid, registered, return receipt requested, addressed to the receiving Party, at the address indicated above (or such other address as the receiving Party may have specified by written notice delivered to the delivering Party at its address or facsimile number or email address specified above in accordance herewith). All correspondence sent through facsimile shall be confirmed in writing delivered personally, through courier or sent by registered mail, but the failure to so confirm shall not void or invalidate the original correspondence if it is in fact received party to which it is addressed.

9. The representatives of both the Parties for the purposes of this Agreement shall be:

360 Technologies

Page 3 of 11


NITB
Deputy Director (Admin)
National Information Technology Board
Islamabad

a) Vendee's Authorized Representative:

- i. Vendees' Authorized Representative shall be the Deputy Director (Admin). The Vendee may from time to time appoint some other person as the Vendee's Authorized Representative in place of the person previously so appointed, and shall give a notice of the name of such other person to the Service Provider without delay.
- ii. The Deputy Director (Admin)/Vendee's Authorized Representative shall have the authority to represent the Vendee on all day-to-day matters relating to the provided human resource or arising out of this Agreement. All correspondence, notices, instructions, orders, certificates, approvals and all other communications pursuant to this Agreement shall be given by the Deputy Director (Admin) except as otherwise provided for in this Agreement.
- iii. All correspondence, notices, information and other communications required to be given pursuant to this Agreement to the Vendee shall be given to the Deputy Director (Admin), except as otherwise provided for in this Agreement.
- iv. The Deputy Director (Admin) shall issue with reasonable promptness such written clarifications or interpretations of this Agreement as he may deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Agreement.

b) Service Provider's Representative.

- i. Within three (03) days of the Effective Date, the Service Provider shall nominate its Representative and shall request the Vendee in writing to approve the person so nominated. The request must be accompanied by detailed official status of the nominee, as well as a description of the responsibilities, which the nominee would retain while performing the duties of Service Provider's Representative. If the Vendee does not object to the nomination within Seven (07) days, the Service Provider's Representative shall be deemed to have been approved. If the Vendee objects to the nomination within Seven (07) days giving the reasons for such objections, then the Service Provider shall nominate a replacement within three (03) days of such objections in accordance with this Article.
- ii. Subject to the extensions and/or limitations (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day to day matters relating to the provided Human Resource or arising out of this Agreement. The Service Provider's Representative shall address to the Deputy Director (Admin) for all correspondence and other communications under this Agreement.
- iii. All correspondence, notices, information and all other communications given by the Vendee to the Service Provider under this Agreement shall be given to the Service Provider's Representative.
- iv. The Service Provider shall not revoke the appointment of its Representative without the Vendee's prior written consent, which shall not be unreasonably withheld. Any request for consent as aforesaid shall be accompanied by detailed Official status of the proposed substitute. Approval of the substitute, in accordance with the procedure set out in this Article by the Vendee shall precede the Vendee's consent.
- v. The Service Provider's Representative and staff shall work closely with the Vendee's designated key personnel and team, and act within their own authority and abide by directives issued by the Vendee that are consistent with the terms of this Agreement. The Vendee shall be responsible for managing the activities

- of the service providers/HR provided to the Vendee, so as to ensure compliance with the requirements of this Agreement.
- vi. The Vendee may by notice to the Service Provider object to any representative or person employed by the Service Provider in the execution of this Agreement who, in the reasonable opinion of the Vendee is unsuitable or has behaved inappropriately. The Vendee shall provide evidence of the same, whereupon the Service Provider shall forthwith remove such HR from working at NITB.
 - vii. If any representative or person employed by the Service Provider is removed in accordance with Interpretations clause 9 (b), the Service Provider shall, where-required, promptly nominate a replacement acceptable to the Vendee.
 - viii. The Service Provider's Representative shall address all the queries initiated by the Vendee's Representative within same working day.
10. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal, invalid or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.
11. No Waiver: No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:
- a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
 - b) shall be effective unless in writing duly executed by a duly authorized representative of such Party;
 - c) neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor any delay or other indulgence granted by one Party to the other shall act as a waiver of such breach, an acceptance of any variation, or as the relinquishment of any such right or any other right hereunder.
12. Relationship of the Parties; this agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority or enter into any agreement or undertaking for, to act on behalf of to act or be an agent or representative of or to otherwise bid, the other Party.
13. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to the entire engagement, its completion and all related matters.
14. No Liability for Review. No review or Approval by the Vendee of any agreement, documents, instrument, item, component or specifications proposed by the Service Provider shall relieve the Service Provider from any liability that it would otherwise have had for its negligence in the preparation of such agreement, document, instrument or specifications or for its failure either to comply with any applicable Laws of Pakistan, or to satisfy the Service Provider's obligations under this Agreement, nor shall the Vendee be liable to the Service Provider or any other person by reason of its review and approval of any agreement, document, instrument, item, component or specifications of the services provided.
15. Non-collusion etc. Neither Party, nor its employees, agents and representatives shall (i) solicit, attempt to accept or (ii) offer to pay, attempt to pay or pay, directly or indirectly, any kick back, in the form of money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind, to or from any person (including, without limitation, any of the parties), or any officer, employee, agent, representative or anyone else acting on behalf of such person, for the purpose of obtaining, furnishing or acknowledging favorable treatment in connection with this Agreement.
16. All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by duly authorized representative of the Parties.

17. Governing Law: This Agreement and the rights and obligations hereunder shall be interpreted, construed and governed by the Laws of Pakistan.

ARTICLE -1: TERMS & CONDITIONS

- 1.1 Services of Skilled personnel will be engaged on need basis during a calendar month
- 1.2 The request for skilled resources under this agreement shall be demand driven, on month to month basis and that Vendee at its sole discretion shall determine its needs.
- 1.3 Month will be calculated as per timing observed at Vendee's location within one calendar month which is Monday to Friday 09:00 am to 05:00 pm as per GoP Rules & Regulations.
- 1.4 Attendance and leave of skilled HR provided by the Service Provider will be approved and managed by the Vendee during the time of their engagement under this agreement.
- 1.5 The cost of services of such skilled human resource should not exceed the limitations of cost set forth under this agreement along with the corresponding number of years of experience.
- 1.6 When requesting services, Vendee shall specify the personnel category(ies) required; the allocable monthly cost (agreed under this agreement) for each specified category; and the duration of services applicable to the request.
- 1.7 Vendee shall have sole discretion to establish the minimum qualifications necessary for the performance of any services to be rendered under and pursuant to this agreement (as per Annexure -A).
- 1.8 If at any time and at its sole discretions, Vendee determines that the services performed under and pursuant to this agreement by any of the skilled HR provided by the Service Provider are not satisfactory or unavailable due to any reason / situation, Vendee will notify the Service Provider in writing and Service Provider shall immediately withdraw such individual and, at Vendee's option, furnish an individual who meets the qualifications required within Fifteen (15) working days.
- 1.9 Skilled HR provided by the Service Provider must be able to obtain security clearance from law enforcement agencies (if so required). However, after the selection of the candidate, the Service Provider will provide the **Police Clearance Certificate** (from local police station) of each selected service provider within seven (07) days of his/her engagement date with NITB.
- 1.10 Any software customization, development, innovation, upgradation performed by the skilled HR provided by the Service Provider engaged under this agreement will be the sole proprietary/IP of the Vendee with the clear guidelines of the confidentiality of the contents and platform.
- 1.11 The SERVICE PROVIDER shall be fully responsible for the provision of the licenses required for developer's environment or software tools including OS, software applications, IDEs, APIs, etc. This does not include licenses for production environment.
- 1.12 The Government *shall* deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments made as service charges for services rendered by SERVICE PROVIDER.
- 1.13 skilled HR provided by the Service Provider must have their own hardware (laptops, smart phones, or other relevant equipment) during their engagement with Vendee.
- 1.14 One Point of Contact (POC) by the vendor will be sitting and present at NITB in all working days during work hours to look after relevant administrative/financial matters under this agreement.
- 1.15 The service provider will ensure that HR MUST fulfill the technological experience, expertise of tools as mentioned in Categories of Required HR (Annexure - A) for any future requirements during the life of the agreement.
- 1.16 The Service Provider will ensure that the provided HR will keep the confidentiality of all the projects, code, and initiatives performed under this agreement and shall not use any of the above information
- 1.17 The Service Provider will be required to give satisfactory assurance of its ability and intention to supply the HR Services pursuant to the Agreement, within the time set forth therein by providing access to HR pool, database or resumes

1.18 On the date of signing of Agreement, the Service Provider shall furnish a Performance Guarantee, equivalent to PKR 02 Million. This Bank Guarantee shall be issued by a scheduled bank operating in Pakistan and shall be kept valid from the date of issue, and should cover the agreement period.

ARTICLE - 2: PAYMENTS & IMPLEMENTATION SCHEDULE

2.1 In consideration of the due provision of services of Skilled HR by the Service Provider listed under **ARTICLE-3**, the M/s 360 TECHNOLOGIES Pvt Ltd. shall be paid at the following selected rates and subject to the conditions mentioned below:

SR. NO.	Category #	Service Category Title	Cost per month per Service Provider (skilled IT HR) *inclusive of all taxes and/ or other cost (if any) (RS.)
1	I	Network Administrator	115,000
2	II	System Administrator	110,000
		TOTAL	225,000

NOTE-1: As per the tender terms NITB may increase or decrease the number of Service Providers at any time.

NOTE-2: Original financial proposal/offer by M/s 360 TECHNOLOGIES (Pvt) Ltd. duly signed by vendor and NITB Purchase Committee is also attached at **Annex-III**.

2.2 Milestone / Time Period / Payment

SR. NO.	MILESTONE	TIME PERIOD	PAYMENT
1.	Nomination/Deputation of Skilled Human Resource for NITB	Within three weeks' time from the signing of agreement/contract between NITB and the qualified vendor/firm. Performance Guarantee MUST be provided to cover the security period of the contract which will be one-year (01) year from the date of signing of the contract	Performance Guarantee submitted to NITB
2.	Technical Human Resource working at NITB	Within three weeks' after the written request is initiated from NITB	Payment shall be made on monthly basis in accordance to the agreed per month rates under the contract Payment will be processed upon receiving the monthly official invoice from the firm

3.	End of Contract	Issuance of clearance Certificate to service provider	Release of Performance Guarantee/security
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- 3.3. All payments will be subject to following conditions:
- Monthly payment will be made to the Service Provider on actual basis as per the attendance recorded by Vendee and after necessary deductions of absences (if any) of the HR. Absent deductions will be calculated based on rates provided above divided by calendar days in month i.e. 30.
 - Payment shall be made after deduction of all applicable taxes etc. as per Government rules on total invoice amount.
 - Payment towards HR's insurance and EOBI or any other dues that may become applicable shall be paid by the Service Provider at no extra cost to Vendee.
 - All the payments shall be made through cross cheque in the Pak Rupees.
 - Invoice shall be addressed to Deputy Director (Admin), NITB who shall process the invoice for payment.
 - Salary of the skilled HR provided by the Service Provider working with Vendee under this agreement will not be withheld on pretext of invoice clearance by Vendee/AGPR, such intimation of withholding salary will be considered breach of the terms of this agreement.
 - Damages (if any) caused by the skilled HR provided by the Service Provider will be liable to be deducted from the monthly invoice at Vendee's discretion.
 - Poor quality of services, non-compliance of the agreement terms, schedule of work or agreed terms if notified by Vendee twice in writing and no improvement is made by the service provider will also liable to be deducted on Vendee's discretion.
 - Vendor is responsible for timely payment to its HR working under this agreement, as required by law, of all wages and salaries and other compensation payable with respect to service provided. In case of such non payments if the services are being disrupted will be considered as breach of the terms and conditions of this agreement.**

SUBJECT MATTER OF THIS AGREEMENT

ARTICLE - 3: SCOPE OF SERVICES

The Service Provider to provide services of professionals/skilled HR categories of which mentioned in Annexure-A, who will perform their services as mentioned in the said annexure.

ARTICLE - 4: CATEGORIES OF REQUIRED HR

The type of Services/HR required along with Category #, Service Category Title, Minimum Qualification, Experience in relevant technology, Number of Service Providers, Duration of engagement, and Area of Expertise / Skills is listed in Annexure - A of this agreement.

ARTICLE - 5: COMPLIANCE OF LAW

- 5.1 The Service Provider shall at all times comply with the provisions of Labour and other laws which are applicable to Service Provider as an independent establishment and has no relation with Vendee or Vendee's Management. The Service Provider shall be solely and exclusively responsible to discharge obligation in respect of due benefits like Employees Old Age Benefits, Workers Welfare Fund or any other taxes/contributions payable under the prevalent laws and payment or compensation to his personnel whether such benefits, payment or compensation are enforced at present or which may be introduced subsequently by the Government. It is clearly understood that Vendee or Vendee's Management shall not be liable to pay any sum of facility other than the agreed rates herein for various services, on execution of this Agreement.
- 5.2 The Service Provider shall at his own cost will provide insurance, coverage effective from the date of commencement of this Agreement as well as full and adequate protection against all

the claims of its HR including those arising out of the Workmen Compensation Act and West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance, 1968 or for that matter under the Federal Government (Standing Orders) Act, 2013 in respect of death, injuries or disabilities.

- 5.3 The Service Provider shall, at all times during the currency of this Agreement as well as thereafter, keep Vendee indemnified against all third party or labor claims in respect of any of the employees deputed by the Service Provider for provision of the services under this Agreement.
- 5.4 If the Vendee or Vendee's management suffer any loss or incur any liability for any cost, charges, claims, damages, fees and penalties because of the Service Provider noncompliance with the labor laws the Service Provider hereby undertakes to reimburse, indemnify of all such charges mentioned herein above.
- 5.5 The Service Provider personnel shall be the employees of the Service Provider and nothing herein nor any act done pursuant hereto be whom-so-ever shall constitute the relationship of the employer and employees between Vendee and the Service Provider personnel. The Service Provider shall all times indemnify and keep harmless the Vendee Management against all damages and compensations payable or paid against all claims and all others matters connected with or arising out of this agreement or incidental hereto.
- 5.6 The Vendee shall not be liable to entertain any claim what-so-ever from the Service Provider's HR claim for unpaid wages and the Service Provider shall always indemnify and keep harmless the Vendee Management against all such claims, demands, proceedings, costs, charges and expenses what so-ever in this respect. The Service Provider will make payment to his HR/personnel in time. If any such incident occurs, the Performance Guarantee will be forfeited and Agreement will be terminated without any reference to Service Provider.

ARTICLE - 6: INDEMNIFICATION

M/s 360 TECHNOLOGIES undertakes to indemnify the Vendee of any loss caused/ occurred by or resulting from the negligence of its personnel directly, in case if loss is not exceeding rupees five hundred thousand (Rs. 500,000/-) and in case of loss exceeding rupees five hundred thousand (Rs. 500,000/-), the company M/s 360 TECHNOLOGIES shall indemnify the Vendee up to the extent of actual loss assessed by the joint Inquiry Committee comprising of representatives of the Service Provider, Ministry of Information Technology and Telecomm (MOITT), and the Vendee. The Inquiry Committee shall be constituted by the Vendee. The decision of Vendee Management in the respect of any case shall be final and binding upon the Service Provider.

ARTICLE - 7: EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall become effective w.e.f May 28th, 2020. the vendor will furnish Bank Guarantee to the Vendee in accordance with **ARTICLE 1.18** and shall continue in full force and effect for a period of one (01) year unless terminated earlier or extended further in accordance with the terms and conditions hereof.

ARTICLE- 8: DURATION OF AGREEMENT.

The agreement shall be effective for an initial period of one (01) year and shall remain enforce upto and inclusive of last day of the agreement from the signing of contract.

ARTICLE- 9: CONTRACT RENEWAL/EXTENSION

After expiry of first 1 year the contract is renewable up to another **period of one (01) year** on mutual consent (agreed terms & conditions) of both Vendee and Service Provider, subject to the satisfactory performance, with 10% annual increase. Moreover, on renewal of the contract, contractor will submit renewed Bank Guarantee of the same amount as per **Article 1.18**.

ARTICLE- 10: TERMINATION OF AGREEMENT.

Either party may terminate the agreement by giving three (03) month's prior notice in writing. However, in case of breach of any terms of this agreement, the Vendee can terminate the agreement without any prior notice.

ARTICLE - 11: RESOLUTION OF DISPUTES

A. Discussion Period:

If any dispute of any kind whatsoever shall arise between the Vendee and the Service Provider in connection with any opinion or recommendation of the provided Human Resource or out of this Agreement, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the completion of the agreement (whether during or after the engagement and whether before or after the termination, abandonment or breach of the Agreement) the Parties shall seek to resolve any such dispute or difference -through mutual consultation.

B. Referral to Dispute Resolution Committee (DRC)

In case the Parties fail to reach agreement within fourteen (14) Days of the date upon which a Party serves notice upon the other with regard to the existence of a dispute, the dispute shall then be referred to the Dispute Resolution Committee. Chief Executive Officer, NITB will constitute the committee comprising of one (01) members from NITB, one (01) from Ministry of IT, and a member from the service provider. DRC shall finally resolve the dispute within fourteen (14) Days of such dispute having been referred to it after giving each Party reasonable opportunity of presenting its respective point of view. The decision of which shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objection to or claims of immunity in respect of such enforcement.

ARTICLE -12: PENALTY

A. Vendor shall be responsible to provide uninterrupted services under this agreement to the vendee. In case of any reason of whatsoever nature caused disruption of services to the vendee, the vendee will deduct an amount equal to 0.05% of the total invoice amount of the respective month a penalty.

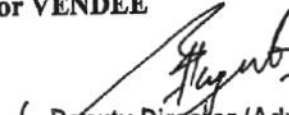

360 Technologies

Page 10 of 11


NITB
Deputy Director (Admin)
National Information Technology Board
Islamabad

In witnesses where of the parties have set their respective hands on this July 01st, 2020 here at Islamabad.

For VENDEE



Deputy Director (Admin)
National Information Technology Board
Signature with Stamp
Islamabad

Dated: 01-07-2020

Witnesses.

1. Digat
CNIC No. 17201-1367223-3
Name: LIQAT KHAN
2. Javed
CNIC No. 37201-2714621-1
Name: Javed Iqbal


For SERVICE PROVIDER


Signature with stamp



Dated: July 1st, 2020

1. Noman
CNIC No. 35202-5210323-7
Name: Noman IQBAL
2. Jawad
CNIC No. 61101-8639127-3
Name: M-Jawad Qunashi


360 Technologies


NITB
Deputy Director (Admin)
National Information Technology Board
Islamabad

28

Government of Pakistan
Ministry of Information Technology & Telecommunications
NATIONAL INFORMATION TECHNOLOGY BOARD (NITB)



PRELIMINARY EVALUATION CRITERIA: ANNEXURE

Bids evaluation shall be subject to 100% compliance to the following criteria for Vendor's qualification for Technical Financial Evaluation. **(Bidder must provide below mentioned information in Technical Envelope, Bid Form will be used as template to provide the information)**

SR. NO.	GENERAL TERMS AND CONDITIONS FOR COMPLIANCE	CLAUSE	YES/N
1.	The Responding Organization (RO) must be registered with Sales Tax and Income Tax Department and should be in possession of a valid NTN certificate. Copies of the certificates must be provided with the bid document and RO must be on the Active Tax Payer List of FBR.	2.1	
2.	The firm must provide on letter head, Name of organization, details of offices across Pakistan and location of Head office, size of company (number of employees), number of years of being incorporated (at least last ten 10 years in existence).	2.2	
3.	The RO must provide the list of customers with the similar services (Third Party HR) provided in last five (05) years. The duration of each provided services MUST be mentioned along with the numbers of HR/Headcount provided and the name, contact information of the beneficiary organization	2.5	
4.	Financial capability and yearly growth rate (business revenue) in past three (03) years.	2.6	
5.	Affidavit that the documents/details/information submitted is true and liable to be rejected if proven false and in that case legal action is liable on that company (on stamp paper of Rs. 100)	2.9	
6.	Affidavit that the RO has never been blacklisted by any Government/Semi Government/Autonomous organization (on stamp paper of Rs. 100)	2.10	
7.	Affidavit from the RO that IT HR MUST fulfil the technological experience, expertise of tools as mentioned in "Schedule of Requirements" against each category for any future requirements during the life of the contract (on stamp paper of Rs. 100).	2.11	
8.	Affidavit from the RO that IT HR will keep the confidentiality of all the projects, code, and initiatives performed under this contract during and after the contract expiry (on stamp paper of Rs. 100)	2.12	
9.	RO to provide organizational chart covering management structure and key personnel (technical, administrative, and managerial)	2.15	
10.	<u>RO to provide at least two hundred and ten (210) resumes (134 for Network Administrator and 76 for System Administrator) against the categories provided in Annexure-I "Schedule of Requirements" along with the proposal</u>	2.16	
11.	A Bid Bond in the shape of a Bank Draft/Pay Order in the name of Deputy Director (Admin), National Information Technology Board, equivalent to 2% of the total cost of the quoted bid must be submitted along with the proposal.	4.6	