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PB-LHR-B68D89716E9A1908



Non-Judicial

Rs 1,200/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party : Punjab Information Technology Board Lahore [10000-0000000-0]
Second Party : Excise Taxation and Narcotics Department GoPb [10000-0000000-0]
Agent : Shamsul Islam [35202-7794158-9]
Stamp Duty Paid by : Excise Taxation and Narcotics Department GoPb [10000-0000000-0]
Issue Date : 25-Oct-2023, 12:31:28 PM
Paid Through Challan : 2023C144A913A1AF
Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

SERVICE LEVEL AGREEMENT

This Service Level Agreement (hereinafter referred to as the "Agreement") is made at LAHORE on 26th day of October, 2023

BETWEEN

Governor of the Punjab, acting through Director General, Excise and Taxation, Punjab, Government of the Punjab, Excise, Taxation and Narcotics Control Department (hereinafter referred to as "**GoPb**"), which expression shall, wherever the context so requires or permits, include the successors, legal representatives and permitted assigns

AND

Punjab Information Technology Board, established under the Punjab Information Technology Board Ordinance 1999, acting through _____, having its head office at _____ (hereinafter referred to as "**PITB**"), which expression shall, wherever the context so requires or permits, include the successors, legal representatives and permitted assigns.

GoPb and **PITB** shall hereinafter individually be referred to as "**the party**" and collectively as "**the parties**".

Whereas:

(a) In pursuance of PC-I titled "**Motor Vehicle Registration-MTMIS Phase 1 and Phase 2**", PITB has completed and implemented the Motor Vehicle Registration System (hereinafter referred to as "**MVRS**") in all districts of the Punjab. PITB not only continuously provided support for development, operation and maintenance including provision of services pertaining to software, data center, call center, SMS, internet bandwidth, and trainings on MVRS, but also developed and provided support for different initiatives of GoPb such as Dealer's Vehicle Registration System (hereinafter referred to as "**DVRS**"). In addition, PITB provided with the requirements for development of new initiatives such as e-Auction and Appointment Management System (AMS). For the development and support of the then existing systems and development of new initiatives, human resource, bandwidth for uninterrupted operations and continuous support was required;

(b) to continue the above-mentioned initiatives, the parties entered into an Agreement on 01.04.2021 for a period of one (01) year which has expired on 31.03.2022, however



in execution thereof PITB has completed and implemented the deliverables as mentioned in that Agreement. Further, PITB has been continuously providing support for developments, day to day operations and maintenance including software, data center, call center services, SMS services, Internet bandwidth and trainings of the Centralized Motor Vehicle Registration System (hereinafter referred to as "CMVRS"). For the functionality of these systems, human resource, bandwidth for uninterrupted operations and continuous support is required; and

- (c) the parties, to keep the above mentioned initiatives functional with full support and to meet the recurring costs thereon (hereinafter referred to as the "Project"), agree to execute the Agreement in accordance with the terms and conditions mentioned herein.

NOW, THEREFORE, the parties have agreed to execute the Agreement to achieve the said purpose in accordance with the terms and conditions mentioned hereinafter:

1. Responsibilities of GoPb:

GoPb shall:

- (a) provide necessary access to PITB of its premises, resources and data essential to establish and manage the e-Auction, Centralized Motor Vehicle Registration System (CMVRS), Motor Transport Management Information System (MTMIS), DVRS, Appointment Management Service (AMS), and Mobile Applications, whenever required;
- (b) process all the related invoices of expenses necessary to carry out the operations within thirty (30) days as submitted by PITB;
- (c) provide the guidelines to PITB related to the quality control, design and specification required for the execution, installation and operation of the Project;
- (d) provide software requirements and feedbacks for the system enhancements;
- (e) designate a single point of contact (SPOC) for collaboration with PITB, who shall be responsible for resolving all issues or concerns between the parties;
- (f) manage the operations of the Project;
- (g) be responsible for availability of its representative(s) or focal person for business as usual and for resolving a service-related incident or request;

- (h) decide place of deputation for the development team as mutually decided by Additional Director General, Government of the Punjab, Excise, Taxation and Narcotics Control Department and Director General, Information Technologies Operations, Punjab Information Technology Board;
- (i) ensure that its representative be part of the recruitment committee while hiring of manpower; and
- (j) ensure that PITB is executing work according to the guidelines set forth.

2. Responsibilities of PITB:

PITB shall:

- (a) provide day-to-day support and services pertaining to e-Auction, CMVRS, MTMIS, DVRS, Appointment Management Service (AMS), and Mobile Applications;
- (b) enhance system security by upgrading transport layer security (TLS) or secured socket layer (SSL) handshakes, and user security or multi-tenant security by close loop one-time passwords (OTPs) or dynamic passwords or single sign-on (SSOs) and two-factor authentications;
- (c) provide digital web hosting for the web and mobile based applications keeping in view the load assessments and bandwidth requirements;
- (d) provide twenty-four hours a day and seven days a week citizen call center services which includes inbound or outbound calls to facilitate general public for their complaints, queries and suggestions along with the services to two-way SMS and customized robo calls against all related initiatives of GoPb;
- (e) provide remote assistance and round the clock support using remote desktop and a virtual private network, where available;
- (f) provide Service SMS for e-Auction, CMVRS, Appointment Management System, OTPs for Logins, ePay SMS Services and other scheduled initiatives;
- (g) be responsible for monthly system health check;
- (h) be responsible for provision of specifications of Hosting services as provided in **Annexure-B**;
- (i) ensure to provide the following features with regards to the hosting services:

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- i. 2FA (Two-Factor authentications)
 - ii. HA (Hardware/ Server failure, High Availability)
 - iii. NGF (Next-Generation Firewall, Ports + Layer 7 level)
 - iv. Network Isolation (within the subnet)
 - v. Antivirus and Operating System
 - vi. remote access via VPN (dial) to ensure security
 - vii. access through the Internet via firewall
 - viii. fully redundant, auto-failover more than one upstream (e.g. PIE & TW1) for Internet connectivity
 - ix. dedicated load balancers for cloud web servers
 - x. high availability within load balancers
 - xi. protection of east-west traffic through the firewall
 - xii. Layer-2 micro-segmentation within VMs
 - xiii. dedicated virtual routers
 - xiv. high availability within virtual routers
 - xv. Layer 3 ACL on virtual routers
 - xvi. two or more SAN storages
 - xvii. storing VM backups on the separate (fourth) storage device
 - xviii. web application firewall
 - xix. tunnel between PR and DRs.
- (j) provide complete day-to-day support and services of web-based and mobile-based applications including maintenance of technological solution;
 - (k) provide the user credentials to the designated officials through SMS or email for system operations;
 - (l) host applications at its data center and also provide the domain and hosting medium;
 - (m) train a designated official as a master trainer on usage of developed applications;
 - (n) hire human resource for the applications development, if any, feature enhancement and system maintenance,;
 - (o) be responsible for the web and mobile based applications level security;
 - (p) ensure disaster recovery;
 - (q) provide availability of efficient technical support and
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maintenance services;

- (r) develop a complete lifecycle of web-based and mobile-based applications including maintenance of technological solutions;
- (s) document and communicate changes to existing services to GoPb;
- (t) ensure place of deputation for the development teams as mutually decided by the Additional Director General, Government of the Punjab, Excise, Taxation and Narcotics Control Department and Director General, Information Technologies Operations, Punjab Information Technology Board;
- (u) be responsible to make GoPb's representative part of the selection committee, in case it decides outsourcing of any component;
- (v) re-appropriate the budget within budget heads staying within the total amount of the Agreement as per requirement of the Project without any prior intimation or approval;
- (w) be responsible to manage the hiring of human resource and hardware;
- (x) be responsible to make GoPb's representative part of the recruitment committee;
- (y) manage to pay honorarium at the rate of rupees twenty five lac (2,500,000) per year to its nominated persons as approved by the cost rationalization committee; and
- (z) comply with all the applicable laws, rules and regulations.

3. Timelines:

Sr. No.	Item	Amount	Duration
1	Regular Support and maintenance of Centralized Motor Vehicle Registration System	10,000,000	Throughout the Agreement
2	Online registration of vehicles	10,000,000	25 weeks

3	User IP/Host name/ MAC address restriction with regards to enhance system security	680,000	10 weeks
4	Application for Automation of excise levy PR-I & PR-II and vend shops L-2	20,000,000	17 weeks
Total - Year I			40,680,000
1	Regular Support and maintenance of Centralized Motor Vehicle Registration System	10,000,000	Throughout the Agreement
	Commissioning and Training of revamped application of MVRS	2,000,000	12 weeks
2	Integration of Dealer Vehicle Registration System with ePay	3,000,000	20 weeks
3	Mobile application for Computerized Monitoring Regime	10,000,000	20 weeks
Total - Year II			25,000,000
1	Regular Support & maintenance of Centralized Motor Vehicle Registration System	10,000,000	Throughout agreement period
2	Integration of Excise department with Transport department, PRAL/FBR/Safe City Islamabad, Punjab Police, Pakistan Post	5,000,000	25 weeks
3	Mobile Application for verification of vehicle registration cards/vehicle documents	5,000,000	27 weeks

Total – Year III	20,000,000
Grand Total	85,680,000

4. Payments:

GoPb shall, in consideration of the Services to be provided by PITB, pay an amount of rupees one hundred seventy-nine million four hundred fifty-six thousand six hundred and seventy-two (Rs. 179,456,672/-) inclusive of all applicable taxes. Cost details are attached at **Annex-A**.

5. Mode of Payment:

GoPb shall pay the consideration amount to PITB on quarterly basis or, as the case may be, on a lump sum basis as per its convenience. The preferred mode shall be decided by GoPb. All applicable taxes shall be paid by PITB at source in order to avoid double taxation and extra burden on the national exchequer. Details are provided in **Annex-A**.

6. Duration

The Agreement shall be effective for the period of three (03) years starting from 01.04.2022 till 31.03.2025. The parties may, with mutual written consent, extend the duration of the Agreement subject to satisfactory performance of PITB and after fulfillment of due procedural requirements.

7. Amendment:

No deletion, addition or amendment to any part of the Agreement shall be made except with mutual consent of the parties and through a written legal instrument.

8. Dispute Resolution:

All disputes, controversies or difference of opinion which may arise between the parties in respect of the Agreement shall, at first, be settled amicably through mutual consultation. If the parties fail to resolve any dispute arising out of or in connection with the Agreement including any question regarding its existence, validity or termination, the dispute shall be referred to and finally resolved by the Chairman, Planning and Development Board, Government of the Punjab, who shall be the sole arbitrator for this purpose. The decision made by the arbitrator shall be final and binding on the parties.

9. Termination:

If either party breaches or defaults in the performance or observance of any of the material provisions of the Agreement, and such breach or default is not cured within three (03) months after the service of notice by the other party specifying such breach or default, the non-defaulting party shall have the right to terminate the Agreement.

10. Obligation of confidentiality and information sharing:

To the extent permitted by applicable laws and in accordance with such applicable laws, the parties shall establish and maintain such safeguards as are necessary and appropriate to maintain the confidentiality of all non-public information (written or oral or visual and/ or sample) and services obtained under the Agreement. None of the parties directly or indirectly shall furnish to any third party or make public any information or portions thereof or make public use of non-public information obtained from any other party under the Agreement without prior written approval of that concerned party.

11. Data Security:

Each party shall maintain physical, administrative and technological safeguards as reasonably necessary and sufficient to protect the data and its confidentiality.

12. Indemnity:

The parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, damages, or proceedings by third party (including but not limited to all costs, expenses, damages, losses arising out of or in connection with the Agreement).

13. Severability:

If any provision of the Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate and effective as possible as the said provision.

14. Force Majeure:

For the purpose of the Agreement "force majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Agreement impossible due to the circumstances, which includes but not limited to war, riots, storm, and flood. The parties do



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hereby expressly agree that the market conditions and/ or fluctuations shall not be deemed as event of force majeure. In any force majeure, the performance by the affected party shall be excused for the time of and to the extent affected by such force majeure.

15. Notices:

All notices, requests, demands, or other communications with respect to the Agreement shall be in writing and shall be deemed to have been given went sent by registered post or courier to such party at the address mentioned below:

For GoPb:

Name: MUHAMMAD ALI
Designation: Director General, Finance & Taxation, Punjab
Postal Address: 847-A, Shadman -I, LAHORE

For PITB:

Name: QASIM AFZAL
Designation: ADDITIONAL DIRECTOR GENERAL, PITB
Postal Address: 346-B ARAA SOFTWARE TECHNOLOGY PARK, LAHORE

16. Governing Law:

The agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original as of the day, month and year first above written.

FOR AND ON BEHALF OF GO PB

FOR AND ON BEHALF OF PITB

WITNESSES:

1. ANWAR SAKKO
ADD DG (F&T)

2. M. Arslan Mansoor
ID- PITB

Annexure – A

SERVICE SMS						
Sr. No.	Item	Months	Cost per unit	SMS Per month	Total Cost	Description
1	Service SMS	36	0.42	400,000	6,048,000	Two - way SMS
	Service SMS	36	0.42	15,000	226,800	Feedback SMS
	Total Cost				6,274,800	

ELECTRONIC COMMUNICATION						
Sr. No.	Item	Quantity	Months	Cost per Unit	Total Cost	Remarks
1	Cloud Hosting	1	36	1,600,000	57,600,000	Managed VPS Services in a cloud for Application Hosting, Databases etc. (for all Excise initiatives)
	Total Cost				57,600,000	

DATA CENTER (Co-Location Charges)						
Sr. No.	Item	Quantity	Months	Cost per Unit	Total Cost	Remarks
1	Co-Location Charges	Lumpsum		48,500	48,500	Co-Location Charges for 5 Servers
2	5 x 2U Server	5	36	7,888	1,419,840	
3	10 Amp (Power)	10	36	5,510	1,983,600	
4	20 Mbps CIR Link (Burstable Redundant)	20	36	4,780	3,441,600	
	Total Cost				6,893,540	

NOTE: PITB would only provide co-location services only and the said servers would be managed by the Excise Team

CALL CENTER OPERATION CHARGES						
Sr. No.	Item	Quantity	Months	Cost per Month	Total Cost	Remarks
1	CCC Agent Charges	10	36	55,755	20,071,800	CCC Operations include 24/7, 10 Agents Based outbound/inbound call center facility along with 2 way sms and Robo calls
2	Toll Free per month	1	36	4,123	148,428	
3	NTC Operator Charges (Incoming Calls)	14,000	36	4	2,016,000	
4	Annual Toll Free Number Charges	1	3	10,000	30,000	
5	CRM	1	36	20,614	742,104	
	Total Cost				23,008,332	

TOTAL COST OF THREE YEARS	
MILESTONES/DELIVERABLES	85,680,000
SERVICE SMS	6,274,800
ELECTRONIC COMMUNICATION	57,600,000
DATA CENTER (CO-LOCATION CHARGES)	6,893,540
CALL CENTER OPERATION CHARGES	23,008,332
TOTAL	179,456,672

Annexure – B

Production Server	Core (Rs.)	RAM (Rs.)	HDD (Rs.)	Total Cost Per Month
Transaction Server (CPU 20 Core, RAM 100 GB, Hard 4TB)	52,200	261,000	90,000	403,200
Reporting Server (CPU 20 Core, RAM 50 GB, Hard 4TB)	52,200	130,500	90,000	272,700
Secondary Server (CPU 20 Core, RAM 80GB, Hard 2TB)	52,200	208,800	45,000	306,000
1live IP	405			405
			SubTotal	982,305
AppServer				
Transaction Server (CPU 16Core, RAM 80GB, Hard 2TB)	41,760	208,800	45,000	295,560
1live IP	405			405
			SubTotal	295,965
Development				
App Server (CPU 16Core, RAM 50 GB, Hard 2TB)	41,760	130,500	45,000	217,260
1live IP	405			405
E-Auction Server				100,000
			Sub Total	317,665
			GrandTotal	1,595,935

Note: It is to notify that the Hosting charges would be charged on actual basis.