

STANDARD BIDDING DOCUMENT
PROVISION OF INTERNET SERVICES
FOR
HIGHER EDUCATION DEPARTMENT
(YEAR 2025-26)



GOVERNMENT OF THE PUNJAB
Higher Education Department

*Standard Bidding Document – Provision of Internet Services
for the Year 2025-26 & 2026-27*

Tender No. SO(G)DSL/2025-26

***Government of the Punjab,
Higher Education Department
Shahra e Quaid e Azam, Lahore
Ph. No. 042-99212528***

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Bid Form & List of documents to be attached with bid

Draft of Advertisement

Amount of Bid Security

Challan Form No. 32-A

Sample of Contract

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be downloaded from PPRA's website <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website.

The bidding document carrying all details can be downloaded from Higher Education Department's website <http://www.hed.punjab.gov.pk> and PPRA's website <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk. All prospective bidders are required to register themselves with PPRA e-Pak Acquisition Disposal System (EPADS).

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), **Single Stage - Two Envelope** Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) electronics bid shall be submitted online on PPRA - EPADS;
- (ii) electronics bid shall be single package consisting of two separate folders, containing separately the financial and the technical proposals;
- (iii) the folders shall be named as "**Financial Proposal**" and "**Technical Proposal**";
- (iv) in the first instance, the "Technical Proposal" shall be opened and the folder named as "Financial Proposal" shall be retained unopened till the finalization of technical evaluation report;
- (v) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (viii) The financial bids found technically nonresponsive shall be remained un-open; and
- (ix) The lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" of this document in favor of "**Section Officer (General), Higher Education Department**". The bids along with the Bid Security, Tender Forms, Affidavits, etc., must be submitted online on PPRA - EPADS on or before **12.11.2025 (Wednesday) 11:00 AM**. 2% CDR must be attached with technical bid, whereas, the original of the same must be submitted by hand on or before **12.11.2025 (Wednesday) 11:00 AM**. The Technical bids shall be publically opened on the same day at **12:00 PM** in the presence of the representatives of all participated firms. In case the last date of bid submission falls in / within the official holidays / weekends, the last date for submission of the bids shall be the next working day.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **“Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Procuring Agency shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency. The Procuring Agency reserves the right of inspection of supplied items at any place, bidder premises or at the desired / specified place.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Section Officer (General)
Higher Education Department
Phone.042-99212528
Shahra e Quaid e Azam, Lahore

Secondary Contact

Deputy Secretary (General)
Higher Education Department
Phone.042-99214482
Shahra e Quaid e Azam, Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE BID

- I. Single Stage Two Envelop bidding procedure would be adopted.
- II. The duration of the contract is for a period of two (02) years from the date of award of contract.

- III. After receiving an acceptance letter, the ISP will have to sign a legally binding contract on legal paper which shall be provided by the ISP in writing along with 10% of the contract cost as Performance Security, otherwise bid security will be forfeited.
- IV. Rate will be accepted on the basis of total lowest cost.
- V. The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling, deployment, installation, excavation, restoration, labor, etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories. However, if any new taxes/duties levied/increased or decreased/exempted after the date of submission of the bid, the same shall accordingly be adjusted in the price of the bidder.
- VI. Payments shall be made quarterly and in PKR (Pakistani Rupees).
- VII. All charges must be inclusive of all applicable taxes.
- VIII. The bidders should quote price of all items of one or all five LOTS i.e. Stationery, Printed Items, Computer Stationery Items, Cost of Other Store Items and Other Items, as per specifications mentioned in this bidding documents and submitted online on PPRA - EPADS on **12.11.2025 (Wednesday) at 11:00AM**. The samples of each item as mentioned in list shall also be provided for verification by the Departmental Purchase Committee.
- IX. The bidder shall submit electronic bids via PPRA – EPADS (e-Pak Acquisition and Disposal System) within stipulated time period.
- X. The validity of frame work contract of items would be till 30th June, 2027 extendable up to 30th September, 2027.
- XI. Conditional offer / quotation shall not be accepted.
- XII. The firm must be registered with Income and Professional Tax Department, General Sales Tax Department and Punjab Revenue Authority.
- XIII. Bidder must be active license holder from Pakistan Telecommunication Authority (PTA).
- XIV. It will be the sole responsibility of the ISP to provide required services at client premises.
- XV. Prior to submission of the proposal, the ISP may conduct a thorough survey of the site for the installation of internet connectivity.
- XVI. The maximum period allowed for installation of complete Internet Services is set to be 25 days from the award of the contract to the ISP.
- XVII. Joint Venture, sub-contracting, and subletting by the bidder is not allowed. If any such activity is revealed at any stage, Purchase Order/Procurement Contract may be canceled, and Bid Security/Performance Security shall be forfeited by procuring agency.
- XVIII. The bidders will submit Tender Form along with their Company Profile, Registration Certificate of Punjab Revenue Authority, NTN, GST/Income Tax and Professional Tax Certificates. FBR active tax payer serial number list for the current financial year, Bank Account Statement of last 01 year, Income Tax Returns of last 03 years and any other essential documents.
- XIX. The Rates of items offered by the firm will be received only on prescribed list of items duly verified/signed and stamped by the Chief Executive of the firms.
- XX. The rates of items offered by the firm should include all Government Taxes and levies. All the taxes and levies will be deducted as per rules from the bills and the supplier will be bound to provide receipts of all the taxes at the time of receiving payment.
- XXI. The electronic bid along with call deposit @ 2% of total amount of budget will be submitted online on PPRA - EPADS on **12.11.2025 (Wednesday)** (original CDR must be submitted by hand) on or before **11:00 A.M**, which will be opened on the same day **at 12:00 P.M** in the presence of the representatives of all participated firms. The total amount of budget or quantity of items may be increased or decreased as per requirement of the department.
- XXII. The purchases will be made from time to time during the Current Financial Year 2025-26 from the lowest bidders who fulfills all the terms and conditions and the supply orders will be issued from time to time during the Current Financial Year as per requirement of respective items.
- XXIII. A Bidder who is blacklisted by Punjab Procurement Regulatory Authority (PPRA) and Procuring Agency would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper of Rs.100/- in this regard.

XXIV. The Competent Authority reserves the right to reject all bids or proposals at any stage prior to acceptance of a bid or proposal, under rule 35 of Punjab Procurement Rules 2014 (Amended).

3. Definitions

3.1 In this document, unless there is anything repugnant in the subject or context:

3.2 "**Authorized Representative**" means any representative appointed, from time to time, by the Procuring Agency or the Contractor / Bidder.

3.3 "**Availability and Reliability**" means the probability that suppliers shall be operationally ready to perform its function when called upon at any point in time.

3.4 "**Bidder/Tenderer**" means the interested Firm/Company/Supplier/Distributors/ individual / AOP that may provide or provides the Stationery, Computer Stationery, Printed Items and Other Items and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5 "**Commencement Date of the Contract**" means the date of signing of the Contract between the Procuring Agency and the Contractor.

3.6 "**Contract**" means the agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.7 "**Contractor / Vendor / ISP**" means the Bidder whose Bid has been accepted and awarded Letter of Acceptance for a specific item followed by the Contract signed by the Procuring Agency.

3.8 "**Contract Price**" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9 "**Defects Liability Expiry Certificate**" means the certificate to be issued by the Procuring Agency to the Contractor, in accordance with the Contract.

3.10 "**Day**" means calendar day.

3.11 "**Defects Liability Period**" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.

3.12 "**Force Majeure**" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.13 "**Goods**" means Stationery, Computer Stationery, Printed Items and Other Items which the Contractor is required to supply to the Procuring Agency under the Contract.

3.14 "**Person**" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.15 "**Prescribed**" means prescribed in the Tender Document.

3.16 "**Procuring Agency**" means the Higher Education Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.

3.17 "**Origin**" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.18 "**Services**" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Procuring Agency under the Contract.

3.19 "**Works**" means work to be done by the Contractor under the Contract.

3.20 "**Eligible**" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. **Notice**

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:
 - 5.1.1 in writing;
 - 5.1.2 issued within reasonable time;
 - 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. **Tender Scope**

- 6.1 Higher Education Department (HED), (hereinafter referred to as "the Procuring Agency") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply, of Stationery, Computer Stationery, Printed Items and Other Items.

7. **Tender Eligibility/Qualification Criteria**

- 7.1 Eligible Bidder who:
 - 7.1.1 Has a registered individual/incorporated company/firm in Pakistan with relevant business experience.
 - 7.1.2 Must be registered with PPRA e-PADS and Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with Sales Tax, Income Tax, Professional Tax and Punjab Revenue Authority Departments and having sound financial strengths can participate);
 - 7.1.3 Has valid Registration of General Sales Tax (GST), National Tax Number (NTN), Punjab Revenue Authority & Professional Tax registration;
 - 7.1.4 Experienced in Internet Providing Services.
 - 7.1.5 Is authorized dealer/distributor/agent, if required
 - 7.1.6 Has not been blacklisted by Punjab Procurement Regulatory Authority (PPRA) and Procuring Agency;
 - 7.1.7 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
 - 7.1.8 Is provider of authorized Services or authorized dealer / agent of original manufacturer of Goods or provider of Services, where applicable
 - 7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
 - 7.1.10 Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.
 - a. "**Eligible**" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. "**Origin**" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement.

8. **Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency shall in no case be responsible / liable for those costs / expenses.

9. **Joint Venture**

Joint venture is not allowed for this tender.

10. **Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. **Clarification of the Tender Document**

At any time prior to the deadline for submission of bids, the Procuring Agency / Department, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment /

response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. **Amendment of the Tender Document**

12.1 The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend this standard bidding Document, on any account, for any reason. All amendment(s) shall be part of this standard bidding Document and binding on the Bidder(s).

12.2 The Procuring Agency shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 The Procuring Agency may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

12-A No amendment will be permissible in the bid by the bidder / tenderer after its submission.

13. **Preparation / Submission of Tender**

13.1 The bidder must provide bid for providing the required goods/services.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Procuring Agency, shall be in English or Urdu. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal.

13.5 Technical Proposal may comprise the following, **without quoting the price**. Quoting of price in technical bid shall be rejected.

13.6 Technical Proposal Form

13.6.1 All Bid Documents duly signed and stamped by authorized representative.

13.6.2 Certificate from the bidder regarding genuineness of items.

13.6.3 Evidence of eligibility of the Tenderer and the Goods

13.6.4 Certificate of conformity of the Goods / the Services to the Tender Document

13.6.5 Undertaking and evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials, if applicable.

13.6.6 Technical Brochures / Literature.

13.6.7 Details of Warranty and After-Sale Service at office of Higher Education Department, Lahore/District office concern.

13.6.8 Submission of undertaking that the firm is not blacklisted by Punjab Procurement Regulatory Authority (PPRA) and Procuring Agency.

13.6.9 The Contractor's financial capacity to mobilize and sustain the Supply of goods/services is imperative. In the Proposal, the Bidder is required to provide information about its financial status. This requirement can be met with by submission of income tax return for the last one (01) year.

13.6.10 The statement must be signed by the authorized representative of the Bidder

13.6.11 Valid Registration Certificate for Income Tax, Sales Tax, Professional Tax and Punjab Revenue Authority.

13.7 **The Financial Proposal shall comprise the following:**

13.7.1 Financial Proposal Form

13.7.2 Quoted Price detail list

13.8 The Tenderer shall follow the same process for the Financial Bid / Tender.

- 13.9 The Tender shall be submitted online on PPRA – EPADS, up to due date and time.
- 13.10 This is made obligatory to affix authorized signatures with official stamp on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.
- 14. Tender Price**
- 14.1 The quoted price shall be for all items mentioned in each desired category and also shall be:
- 14.1.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 In Pak Rupees;
- 14.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc.
- 14.1.4 Including all charges up to the delivery point as provided by procuring agency.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.
- 15. Bid Security**
- 15.1 The Tenderer shall furnish the Bid Security as under:
- 15.1.1 For a sum equivalent to **2%** of the total budget as mentioned in price schedule, in the form of Demand Draft/Pay Order/Call Deposit Receipt (CDR), issued by a scheduled bank operating in Pakistan, in the name of the Section Officer (General) Higher Education Department, as per the format provided in the Tender Document;
- 15.1.2 Denominated in Pak Rupees;
- 15.1.3 **As part of electronic Technical Bid**, 2% bid security should be attached with technical bid failing which will cause rejection of bid.
- 15.1.4 Have a minimum validity period of Ninety (**90**) **days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, have been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically nonresponsive firm while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.
- 16. Tender Validity**
- The validity of framework contract of items would be till **30th June, 2027** extendable up to **30th September, 2027**. The Procuring Agency may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.
- 17. Modification / Withdrawal of the Tender**
- 17.1 The Tenderer may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.
- 18. Opening of the Tender**
- 18.1 Electronic Bids shall be opened on PPRA – EPADS at 12:00 PM on the last date of submission of

bids i.e. **12.11.2025 (Wednesday)**. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day.

18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

19. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods ;

20.1.2 meets the Technical Specifications for the Goods against each item;

20.1.3 meets the delivery period / point for the Goods against each item;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods against each item;

20.1.6 Is accompanied by the required Bid Security as part of financial bid folder.

20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods/services or limits the Procuring Agency's rights or the Tenderer's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Procuring Agency may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

22.1 The Eligible/Technically Qualified Bidders will be considered for further evaluation.

22.2 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each item:

CRITERIA FOR ELIGIBILITY FOR THE TENDER

The bid will evaluate on the following basis:

Category	Description	Requirement
Legal (Mandatory)	Registration/incorporation of Applicant under the laws of Pakistan.	MANDATORY
	Valid Income Tax Registration (Status = Active with FBR)	MANDATORY
	Valid General Sales Tax Registration (Status = Active with FBR)	MANDATORY
	Valid Punjab Sales Tax Registration (Status = Active with PRA)	MANDATORY
	Valid Professional Tax Certificate (Status = Active with Excise & Taxation Department Punjab)	MANDATORY
	Valid License of Pakistan Telecommunication Authority (PTA)	MANDATORY
	Affidavit on non-judicial stamp paper (of value PKR 100/-) declaring "Company is currently not blacklisted by the Procuring Agency or Punjab Procurement Regulatory Authority (PPRA).	MANDATORY
	Provide Separate undertaking/affidavit (of value PKR 100/-) that information provided by the firm is correct.	MANDATORY

TECHNICAL EVALUATION CRITERIA

Sr. No.	Criteria	Max. Marks	Requirement
1	<p>Years of Establishment: Full Marks will be given if "A" is 10 Years or more. For 'A' less than 10 Years, marks will be awarded as: $(A/10) * 20$ No Marks will be given if "A" is less than 05 Years *A = Experience of firms in years</p>	20	Provide the copy of the Certificate of Incorporation /Partnership Deed
2	<p>No. of Clients/Services Provided in Last 05 years. (Govt/Semi Govt/ Private Company/multinational Clients): 30 points will be given if the number of services provided by the bidder are 10 or more. If the number of services provided are less than 10, points will be awarded as: $\{(number\ of\ projects/10) * 30\}$ No points will be given if number of services provided is less than 05. (Minimum 50% Marks are Mandatory to Qualify)</p>	30	Provide proof for the provision of Internet services. Proof must be duly signed by Client
3	<p>Cumulative Annual Turnover in last three financial years: Full Marks will be given if "A" is PKR 100 Million or above. For 'A' less than PKR 100 Million, marks will be awarded as: $(A/100) * 30$ *30 No Marks will be given if "A" is less than PKR 50 Million. *A= Cumulative Annual Turnover in last three financial years (in PKR Million) (Minimum 50% Marks are Mandatory to Qualify)</p>	30	Provide copy of audited financial statements
4	<p>List of Operation & Maintenance Team Members: 10 or Greater = 20 Marks 9 to 7 = 15 Marks 6 to 5 = 10 Marks Less than 5 = 0 Marks</p>	20	Provide company staff details/CVs
Total		100	
Minimum Passing Marks 70%			
It is mandatory to achieve 50% marks in evaluation criteria Sr. # 2 & 3 and collectively 70% marks along with mandatory to comply the technical specification requirement provided in the specification attached with this tender document.			
All the documents mentioned in eligibility criteria are to be attached on EPADS in the "Technical Bid"			

23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Electronic Financial Bids of Technically qualified/successful bidder(s)/Tenderer(s) shall be opened online on PPRA – EPADS, within the bid validity period.
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring Agency, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.2.2 The rates of each item will be considered on the basis of aggregate basis of each LOT.
- 23.2.3 The bidder must quote rates of each & every item of desirous LOT, otherwise the bid will be rejected by the procuring agency.
- 23.2.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.2.5 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes and any other.
- 23.2.6 Delivery Expenditures should be included in offered rates as per delivery schedule provided by the Procuring Agency at Lahore or any other city of the Punjab.
- 23.3 The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

24. Rejection / Acceptance of the Bid

- 24.1 The Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, un-signed, printed (hand written), partial, conditional, alternative, late; or
- 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
- 24.2.6 the Tenderer has conflict of interest with the Procuring Agency; or
- 24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.11 the tenderer has been blacklisted by Punjab Procurement Regulatory Authority (PPRA) and Procuring Agency;
- 24.2.12 the tendered has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

- 24.2.13 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.15 The bidder must quote rates of each & every item of desirous LOT, otherwise the bid will be rejected by the procuring agency

25. **Award Criteria**

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 of Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each item, irrespective of their score in the previous step.

26. **Acceptance Letter**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each item.

27. **Performance Security**

- 27.1 The successful Tenderer/The Contractor against shall furnish Performance Security as under:
 - 27.1.1 within five (05) days of the receipt of the Acceptance Letter from the Procuring Agency;
 - 27.1.2 in the form of Call Deposit Receipt (CDR) issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 27.1.3 for a sum equivalent to **10%** of the contract value;
 - 27.1.4 denominated in Pak Rupees;
 - 27.1.5 have a minimum validity period until the date of expiry of warranty period i.e. **02 Year** support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Procuring Agency, on occurrence of any / all of the following conditions:
 - 27.2.1 If the Contractor commits a default under the Contract;
 - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
 - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall retain by the Procuring Agency till expiry of warranty period of supplied items and be returned to the Tenderer within thirty working days after the expiry of its validity & warranty period on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of Call Deposit Receipt (CDR) within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

28. **Schedule of Delivery / Penalty**

- 28.1 The maximum period allowed for installation of complete internet services at Higher Education Department, Shahra e Quaid e Azam, Lahore, is set to be **25 days** from the date of award of contract to the ISP (without penalty). The bidder would bear all transportation charges. The delivery period may be extended by the Procuring Agency if necessary but it shall not be more than 05 days.
- 28.2 However, in special cases, delivery period can be fixed shorter or higher than the above-mentioned schedule of requirement as deem appropriate by the Procuring Agency.
- 28.3 In case of the bidder failed to deploy the setup and provides internet services according to the requirements within the delivery time, 0.25% of the contract price will be imposed as a penalty per day.
- 28.4 Total penalty will not be exceeded beyond 10% of the total contract price.

Award of Contract

29. Acceptance of Bid and Award criteria

29.1 The Bidder with successfully technically evaluated and lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity.

29.2 The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

29.3 Notification of Award

29.3.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or through personal receiving by the bidder representative that its bid has been accepted.

29.3.2 The notification of Award shall constitute the formation of the Contract.

29.4 Signing of Contract

29.4.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract form provided in the bidding documents and contract will be signed on stamp paper provided by the bidder @ **0.25%** of the total value of the contract. In pursuance of rule 2(sa) & 15 of the Punjab Procurement Rules, 2014, the procuring agency may sign contract with successful bidder.

30 Redressal of Grievances by the Procuring Agency

30.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

30.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **five days** after the announcement of the technical bid evaluation report and **ten days** after the announcement of the financial bid evaluation report.

30.3 The committee shall investigate and decide upon the complaint within **fifteen days** of the receipt of the complaint.

30.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

30.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

31 TECHNICAL SPECIFICATIONS

Note: The Bidder shall fill in the below Yes/No column and submit it as part of the Technical Bid. The bidder shall also provide OEM technical product data sheets for all the IT equipment mentioned in the Technical Specifications.

SR.#	PARTICULARS	DESCRIPTION	Yes/No
1.	Location	Redundant/HA Internet Services for Nawaz Sharif Institute of Cancer Treatment Lahore	
2.	Throughput Requirement	<ul style="list-style-type: none"> • ISP will provide a solution to cater for 100 Mbps CIR Throughput Requirements • ISP will configure service for new Throughput requirements from the start of next billing month • ISP will provision sufficient Bandwidth to support the Client’s end-to-end throughput requirements. 	
3.	IP Pool	x6 usable public IP addresses (without additional cost)	
4.	Physical Links	<ul style="list-style-type: none"> • Primary Media = Fiber • Backup Media = Fiber (RF/Wireless can be proposed as a backup media only where fiber is not available) 	
5.	Link Diversification	<ul style="list-style-type: none"> • Path diversification will be strictly ensured. Primary and backup media will use diverse paths • ISP will terminate media in redundant hardware • Hardware will be installed in different racks where available • ISP will ensure there is no single point of failure for the service 	
6.	Backend Diversification	<ul style="list-style-type: none"> • ISP will ensure backend diversification of service. Primary and Backup links will terminate in redundant Core inside the ISP network. • ISP will ensure there is no single point of failure for the service 	

7.	Link Characteristics	<ul style="list-style-type: none"> • ISP Should be a Bandwidth Distributor (<i>having own Fiber Optic Cable</i>) • ISP will provide CIR (Committed Information Rate) Internet Bandwidth • Support for IPv4 traffic • ISP will provide sufficient bandwidth to support the required Throughput • Latency to key Internet destinations (hosted nationally or internationally) must be =<150ms averaged over a period of 1 min • Packet Loss: Moving average Packet loss calculated every 30sec to key Internet destinations (hosted nationally or internationally) must be =<1% • Jitter value averaged over 5 sec period for key real-time services should be =<30ms (WhatsApp, Zoom, Teams, Skype, WebEx etc.) • ISP will provide a dashboard showing client WAN link status. 	
8.	Service Level Agreement	<ul style="list-style-type: none"> • Minimum Service uptime should not be less than 99.5% (3.65 hr cumulative downtime maximum per month) • Single SLA breaching incident allowed in a calendar year 	
9.	General Conditions	<ul style="list-style-type: none"> • The required Mbps CIR dedicated internet bandwidth must be over Fiber Optic Cable. • CPE installation will be the service provider's responsibility (link handoff on RJ45/ Fiber as per link requirement, related cabling and modules will be the service provider's responsibility at its cost). The firm will be responsible for its repair and maintenance at its own cost. • Service Handoff: The internet connectivity along with all related devices/ equipment e.g., switches, routers, modules, convertors, etc. will be directly terminated in the Main Server Room / IT Room of the Hospital building. • The ISP will be responsible for deputing qualified personnel for installation, configuration, and testing of the internet connections at the Site. • ISP will communicate protocols/topology and configuration requirements to the Client for client-side configuration and integration purposes. 	

		<ul style="list-style-type: none">• ISP will be responsible for designing and implementing failover/HA setup. Failover strategy/protocols/topology and configuration requirements will be communicated to Client beforehand for client-side configuration and integration purposes. ISP will assist client technical team with HA setup where required. Primary to Secondary link failover and fallback will not require any manual intervention.• The equipment/hardware supplied by the ISP shall be brand new and complete with all respects. Moreover, the technical staff of the ISP shall be involved in installation and configuration of same equipment provided.• Service Provider is responsible to rack/mount their equipment in the racks. Service Provider is expected to rack their HW in a professional manner. HW must be delivered with all racking accessories including rails, trays and nuts/bolts etc.• All the equipment installed at both the ends for the dedicated (CIR) Internet Bandwidth (Primary and Secondary links), will be the property of the ISP and the ISP will be responsible for its repair and maintenance at its own cost.• The ISP shall provide alternative equipment of the same capacity in case of any fault in the installed equipment. In the event of any permanent fault in the equipment, the ISP shall replace the same with new equipment of the same model/advanced model of the same capacity/higher capacity.• The dedicated line/ service over Fiber Optic Cable provided to the Site will not be shared with or utilized by any third party during the period of the contract between the Client and the ISP.• All civil work e.g., installation (including setting-up of the equipment/ devices i.e., RF/Wireless (ISM Radio Band) Tower, ODF (Optical Fiber Distribution Frame), Fiber Splicing, Copper patching, Joint Enclosure, and Media Convertor along with Auto failover device, CPE, etc.), excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable or RF/Wireless (ISM Radio Band) within the Site will be the responsibility of the ISP. Moreover, the concerned authority's approval for any road-cut/ROW shall be the responsibility of the ISP. Furthermore, all the excavation and restoration to the original condition will be the responsibility of the ISP.• The ISP shall fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the Site as per industry standard to mark cable run and to avoid any damage to the cable.	
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		<ul style="list-style-type: none"> • 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 is the responsibility of the ISP. • Basic necessary training of the installed equipment/ devices will be given to the Technical Staff of the Client to troubleshoot minor faults, errors, etc. • The ISP shall ensure that the Client and its Technical Staff have access to online usage reports (MRTG/NMS etc.) through the web. • ISP will appoint an Account Manager as POC for coordination and issue resolution. • ISP will provide a mechanism for opening support tickets, checking the status of support tickets, showing historical support tickets, etc. • The services provided by the ISP must support all kinds of error-free network traffic including Voice, Data, Video Streaming, etc. • In case of any major fault or damages to the physical media (Primary Link), the internet connectivity may be provided via a secondary Fiber connection offering full throughput. If the ISP fails to restore the internet service over primary media within the given time frame (Not more than 1 working day), Rs. 1,000 per hour will be fined and the same would be deducted from the monthly bill of the ISP. • If an average internet speed goes down to 33 % for 3 consecutive hours, then the ISP shall be charged Rs. 500/ hour as fine. If internet speed goes down 66 % for 3 consecutive hours, then the ISP shall be charged Rs. 1000/hour as fine. This would be deducted from the monthly bill. • SLA Breach: In case of a complete breakdown of internet service lasting more than the SLA duration of 3.65 hr/month, a fine of Rs. 2,500 per hour (minimum 1hr charged) will be imposed on the ISP which would be deducted from the monthly bill. 	
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32 EXECUTION SCHEDULE

The following shall be the execution schedule: -

LOT	Description/Project Name	Throughput Requirements	Duration (Days)
1	Installation of complete Dedicated Internet Services (CIR) at Nawaz Sharif Institute of Cancer Treatment & Research Lahore	100 Mbps	25

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of Procuring Agency)_

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal.

We undertake, if our Proposal is accepted, to provide supply of _____ related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand that you are not bound to accept any Proposal, you receive.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid)

[Location, Date]

To _(Name and address of Procuring Agency)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No. _____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand that you are not bound to accept any Proposal, you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-D

Price Schedule

Name of Bidder: _____

Tender No.: _____

Sr.#	PARTICULARS	QTY.	RATE FOR 2 YEARS (INCLUSIVE OF ALL APPLICABLE TAXES)
1.	Throughput	Per Mbps per month	
		100 x Per Mbps x 24	
2.	Installation Charges (OTC)		
	TOTAL BID PRICE (Inclusive of all applicable taxes)		

Sign and Stamp of Bidder _____

Note: 1. In case of discrepancy between unit price and total price, the unit price shall prevail.

Note: 2. No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

BID FORM

Date: _____

Tender No: _____

To,

The Section Officer (General)
Government of the Punjab
Higher Education Department
Shahra e Quaid e Azam, Lahore

Respected Sir

After examining the Bidding Documents, the receipt of tender is hereby duly acknowledged and offer the supply and delivery of the items specified in enclosed list in conformity with the said Bidding Documents for the sum of [**Total Bid Amount.....**], [**Bid Amount in words.....**] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the relevant documents.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Rs.----- 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid till **30.06.2027** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Name and address of bidder

Total Amount of Bid Rs.

Dated this day of ,, 202---

Signature

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

PROFILE OF THE BIDDER

Sr.#	Particulars	
1.	Name of the company / firm	
2.	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number	
3.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
4.	Local office if any	
	Address	
	Office Telephone Number	
	Fax Number	
5.	Bid Signing Authority	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the Bidding	
6.	Address for communication under the current Bidding	
7.	Registration Details	
	NTN Registration Number	
	GST Registration Number	
	Banker's Name, Address and IBAN Numbers	



**GOVERNMENT OF THE PUNJAB
HIGHER EDUCATION DEPARTMENT**

TENDER NOTICE

PROVISION OF INTERNET SERVICES

Higher Education Department, Lahore invites electronics bids on e-Pak Acquisition Disposal System (EPADS) at www.punjab.eprocure.gov.pk from the Internet Service Providers (ISPs) registered with relevant Authorities/Tax Departments (Income Tax, Sales Tax), having Professional Tax Certificate for the Fiscal Year 2025-26 from Excise & Taxation Department Punjab and registered on EPADS. The bids should be submitted as per rule 38(2)(a) PPR-2014, single stage two envelope bidding procedures description mentioned in the Tender Documents:

Applicable Rules	Bid Security (PKR)	Estimated Cost (PKR)	Bid Validity (days)	Bidding Procedure	Bidding Method
PPRA Rules 2014 (amended upto date)	80,000/-	04 Million	90	Single Stage Two Envelop	Open Competitive Bidding

All electric Bids must be accompanied by a scanned Bid Security of 2% of the estimated price in the name of Section Officer (General), Higher Education Department in the form of CDR/Demand Draft/Pay Order. The original instrument of bid security must be delivered in HED office prior to closing date of submission of bids.

The complete electronic bid must be submitted online at www.punjab.eprocure.gov.pk, as per the following schedule:

Bid Submission Date & Time	12.11.2025 (Wednesday) 11:00 AM
Bid Opening Date & Time	12.11.2025 (Wednesday) 12:00 PM

Bidding Documents are immediately available after date of publication. Higher Education Department Punjab will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or online submission of bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding Documents carrying all details can also be downloaded from the website of the Procuring Agency <http://www.hed.punjab.gov.pk>, Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk> and www.punjab.eprocure.gov.pk. Manual Bids shall not be accepted.

SECTION OFFICER (GENERAL)
GOVERNMENT OF THE PUNJAB
HIGHER EDUCATION DEPARTMENT
SHAHRA E QUAID E AZAM, LAHORE
PHONE NO. 042-99212528

AMOUNT OF BID SECURITY

Sr. No.	Description	Total Amount of Contract	Bid Security @ 2%
1	Provision of Internet Services	4,000,000	80,000

PROPOSED CONTRACT FORM

(Procuring agency reserves right to alter the terms & conditions of the contract at the time of execution)

THIS Contract for the Provision of Internet Services (the “**Contract**”) made and entered into the _____ by and

BETWEEN

Higher Education Department, Govt. of the Punjab, situated at Shahra e Quaid e Azam, New Anarkali, Lahore (hereinafter called the “**Client**”).

AND

M/s _____, having its office situated at _____ (hereinafter called the “**Contractor**”) through _____

The Client and Contractor are individually referred to as a “**Party**” and collectively as the “**Parties**”, wherever the context so requires.

WHEREAS the Client floated terms of reference for the provision of internet services at Shahra e Quaid e Azam, New Anarkali, Lahore;

WHEREAS on conclusion of the bidding process, the Contractor, being the lowest bidder, was declared as the successful bidder;

AND WHEREAS the Contractor, having represented to HED that it has the required skills and capacity for the provision of internet services, has agreed to provide the internet services on the terms and conditions set forth in this Contract for total price of Rs.4,000,000/- (Rupees Four Million Only) (“**Contract Price**”);

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

1. Tenure

Contractor shall install the internet services within the time mentioned in the execution schedule. The term of this Contract shall commence and be effective as on _____ and shall continue for a period of **Two (02) years** from the date of signing the agreement.

2. Services

- (i) The Contractor shall provide, as and when required by the Client during the term of the Contract the following internet connection at the quoted prices:

BANDWIDTH	PER MONTH PRICE
Internet Bandwidth 100 Mbps (As per specifications mentioned in bidding document)	Rs. _____

- (ii) In the event of change of location, the Contractor shall ensure that the internet connections as per requirement of the Client are transferred/shifted to the new location. The Contractor shall make its best efforts to make such transfer/shift within a maximum of 15 days. In such a case, the Contractor shall be responsible for all ancillary equipment required for the transfer/shift of internet connections at no further cost to the Client.
- (iii) The Contractor shall provide the above stated internet connection and other services in accordance with the terms and conditions stated in the Bidding Document within 25 days of signing of the Contract

3. Responsibilities of the Client

The Client shall ensure that:

- (i) The secrecy of IDs/Passwords assigned to the Client is maintained and will be fully responsible in case IDs/Passwords are leaked.
- (ii) No voice transmission, which is banned/ or restricted by Pakistan Telecommunication Authority, takes place through or with the help of services provided by the Contractor. In case of default the Client agrees to be solely responsible for such activity and the Contractor would in no manner, whatsoever, be held responsible.
- (iii) The IP addresses leased from the Contractor are in no way used after expiration of the Contract.
- (iv) The circuit is not used for any Cyber-Terrorism activities, hacking or any such activity that may be harmful to any party connected to the internet.

4. Price

- (i) The Contractor shall provide the following internet connections to the Client at the quoted price:

Description of Items	Quantity	Monthly Price
Internet Bandwidth 100 Mbps (As per specifications mentioned in bidding document)	01	

Note: The above quoted price is inclusive of all applicable taxes, however, if any new taxes/duties are levied/increased or decreased/exempted then the same shall be adjusted in the price of the Contractor.

- (ii) The Price includes charges of the services mentioned in clause 2 above.
- (iii) The Contractor shall submit his invoice in Pakistani Rupees (PKR), on quarterly basis, to the Client which will be cleared by the Client within fifteen (15) working days from the date the invoice is received. Any penalty levied by the Client in accordance with clause 7 below shall be deducted by the Client from the Contractor's invoiced amount
- (iv) Payment to the Contractor will be made in Pakistani Rupees (PKR), on quarterly basis, through a cross cheque in favor of the Contractor i.e., _____
- (v) In the event of change in bandwidth, the Contractor shall submit his invoice on pro-rata basis as per usage of the bandwidths i.e., the existing bandwidth and the changed bandwidth during the preceding month.

5. Performance Security

- (i) The Contractor, prior to signing of the Contract, shall submit Performance Security, in the form of a bank guarantee issued by a scheduled bank of Pakistan or by an international bank counter-guaranteed by a scheduled bank of Pakistan, of an amount equal to ten percent (10%) of the Contract Price. Failure to submit Performance Security by the Contractor will result in forfeiture of the Bid Security by the Client.
- (ii) In case of any default by the Contractor of its obligations under this Contract, the Client may encash/deposit the Performance Security into Govt. Treasury and the Contractor shall not dispute the said encashment by the Client.

6. Liquidated Damages (LD)

- (i) In case of major fault or damage to the physical media (primary link), the internet connectivity may be provided via secondary fiber connection offering full throughput. If the Contractor fails to restore the internet service over primary media within the given time (not more than 1 working day), PKR. 1000 per hour shall be imposed as fine to the Contractor.
- (ii) If an average internet speed goes down to 33% for 3 consecutive hours then Rs. 500/hour will be charged. If internet speed goes down 66% for 3 consecutive hours, then 1000/hour shall be imposed as fine.
- (iii) In case of complete breakdown of the internet services lasting more than the 3.65 hour/30 days, a fine of PKR 2,500

per hour shall be imposed the Contractor.

- (iv) In case the Contractor fails to install the internet services within the time mentioned in execution schedule, 0.25% of the contract price shall be deducted per day up to maximum of 10% of the total contract price.
- (v) LD under clause 6(i), 6(ii) and/or 6(iii) above, as the case may be, will be deducted by the Client from the monthly invoice of the Contractor.

7. Force Majeure

Any delay in or failure of performance by the Parties shall not constitute default hereunder if any delay or failure of performance is caused by any occurrence beyond reasonable control of the Contractor, including but not limited to Acts of God, government emergencies, compliance with any order of request of any government authority in written, act of war, rebellion or sabotage or damage resulting there from, fires, floods, release of hazardous or toxic substances, explosions, accidents, riots or strikes, whether direct or indirect, or any other causes, whether or not the same class or kind as those specifically mentioned above, which are not within the reasonable control of the Parties.

8. Termination

This Contract may be terminated:

- (i) by either Party upon breach by the other Party of any of the material provisions of this Contract, which breach remains uncured for twenty (20) days from the date of receipt of written notice from the non-breaching Party to the other Party specifying such breach; or
- (ii) immediately upon written notice by the Client if the Contractor engages in unauthorized activities including, but not limited to, breach of any of the provisions of this Contract relating to confidentiality or activities which jeopardize the image of the Client and the Contractor does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of the Client are at risk).
- (iii) by the Client by serving a thirty (30) day notice to the Contractor.

9. Dispute Resolution

- (i) The Parties shall attempt to settle amicably through negotiations, all disputes arising out of or in connection with this Contract or interpretation of its clauses. Any dispute between the Parties as to matters arising under this Contract which cannot be settled amicably through negotiations within seven (07) days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below.

- (ii) The arbitration proceedings shall be conducted in accordance with the Arbitration Act, 1940 or any amendment or re-enactment thereof and the rules made thereunder. The dispute shall be referred to a mutually agreed arbitrator. The decision of the arbitrator shall be final and binding on the Parties. The arbitration proceedings shall be held at Lahore, Pakistan. The language of arbitration proceedings shall be English.

10. Confidential Information

The Parties, to the extent of their contractual and lawful right to do so, may exchange proprietary information as reasonably necessary for each to perform its obligations under this Contract, all information relating to the Contract provided by the either Party to the other, whether oral or written, and when identified in writing as confidential or proprietary is here by deemed to be confidential and proprietary information.

11. No Assignment

No Party shall assign or transfer its rights or obligations arising under this Contract, without the prior written consent of the other Party. This Contract shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the Parties.

12. Waiver of Rights

A waiver by either Party in respect of any obligations under this Contract by the other shall only be effective if it is in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other obligation or provision of this Contract.

13. Authority

Each Party hereto represents and warrants to the other that it has the authority to enter into this Contract and that it is not a party to any other Contract which prohibits it from entering into this Contract or which renders any provision of this Contract ineffective or unenforceable.

14. Governing Law

This Contract and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under the laws of Pakistan.

15. Notice

Any notice by either Party to the other under this Contract shall be in writing and shall be addressed on the address of the Parties mentioned in the recitals above, provided, however, that if either Party shall have designated a different address by written notice to the other then notices shall be sent to such designated address.

16. No Partnership

Nothing contained in this Contract shall be construed or interpreted as constituting a partnership between the Parties. No Party shall have any authority to bind the other Party in any manner whatsoever, unless otherwise specified in this Contract.

17. Compliance with Law

The Parties shall abide by applicable laws and shall obtain and maintain all necessary approvals, authorizations, registrations, licences and consents necessary for it and its personnel to perform the Services in accordance with the terms of the Contract.

18. Entire Agreement

This Contract contains the entire agreement of the Parties with respect to the subject matter hereof. This Contract supersedes all earlier agreements/representations or understandings of the Parties whether written or oral, including, any previous correspondence between the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day, month and year first above written.

1. **Higher Education Department Punjab**
Through Mr. _____
DS(____), HED/Chairman
Departmental Purchase Committee

2. **M/s _____,**
Lahore
Through Mr. ____
Owner/Representative

1. **WITNESS-I**

2. **WITNESS-II**

Mr. Babar Khan, SO(General)/DDO, HED
Secretary/Member of the Purchase Committee

Mr. _____
CNIC No. _____