BID DOCUMENT

FOR

TENDER FOR PROVISION OF UNINTERRUPTED DEDICATED INTERNET SERVICES AT DRUGS TESTING LABORATORY RAWALPINDI (FRAMEWORK CONTRACT)
This is a single stage two envelop bidding procedure. Technical and Financial bids to be submitted separately with technical bid containing only the technical specification in conformance to the required specification as stipulated in the tender document and financial bid comprising of financial details as required in the tender document. No Financial information related to the quoted price / financial proposal will be made the part of technical proposal.

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

Contact Person:

Name: SAQIB SOHAIB MEHMOOD
Designation: Procurement Officer
Contact No: 0345-6803427, 051-9334398
Email Address: procurement.dtlrwp@gmail.com
Postal Address: Drugs Testing Laboratory Rawalpindi,
             Hayal Shareef, Dhamiyal Road, Rawalpindi
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>SCHEDULE</th>
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<tbody>
<tr>
<td>1.</td>
<td>Sale of tenders</td>
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<td></td>
<td>From the date of Publishing of tender at PPRA Punjab Website.</td>
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<td>2.</td>
<td>Pre-Bid Meeting</td>
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<td></td>
<td>04-11-2019 at 12 Noon</td>
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<td>3.</td>
<td>Last date for submission of tenders</td>
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<td>02;00 PM 14-11-2019</td>
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<td>4.</td>
<td>Opening of Tenders/Technical Offers</td>
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<td>02;30 PM 14-11-2019</td>
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<td>Bid Data Check Sheet</td>
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<td><strong>SECTION I</strong></td>
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<td>A</td>
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<td>Invitation to Bid</td>
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<td>B</td>
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<td>Letter of Invitation</td>
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<td><strong>SECTION II</strong></td>
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<td><strong>Instructions to Bidders</strong></td>
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<td>ITB 1</td>
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<td>Scope of Bid</td>
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<td>ITB 2</td>
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<td>Source of Funds</td>
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<td>ITB 3</td>
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<td>Eligible Bidders</td>
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<td>ITB 4</td>
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<td>Corruption and Fraud</td>
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<td>ITB 5</td>
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<td>Eligible Goods and Services</td>
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<td>ITB 6</td>
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<td>Cost of Bidding.</td>
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<td>ITB 7</td>
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<td>Bidding for Selective Items</td>
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<td><strong>The Bidding Procedure</strong></td>
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<td>ITB 8</td>
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<td>The Governing Rules</td>
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<td>ITB 9</td>
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<td>Applicable Bidding Procedure</td>
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<td><strong>The Bidding Documents</strong></td>
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<td>ITB 10</td>
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<tr>
<td>Contents of the Bidding Documents</td>
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<td>ITB 11</td>
<td></td>
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<td>Clarification(s) on Bidding Documents</td>
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<td>ITB 12</td>
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<td>Amendment(s) to the Bidding Documents</td>
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<td><strong>Preparation of Bids</strong></td>
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<td>ITB 13</td>
<td></td>
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<tr>
<td>Language of Bids</td>
<td></td>
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<td>ITB 14</td>
<td></td>
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<td>Documents comprising the Bids</td>
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<td>ITB 15</td>
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<td>Bid Price</td>
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<td>ITB 16</td>
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<td>Bid Currencies</td>
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<td>ITB 17</td>
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<tr>
<td>Samples</td>
<td></td>
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<td>ITB 18</td>
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<td>Documentation on Eligibility of Bidders</td>
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<td>ITB 19</td>
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<tr>
<td>Documentation on Eligibility of Goods</td>
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<td>ITB 20</td>
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<tr>
<td>Documents Establishing the Qualification of the Bidder</td>
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<tr>
<td>ITB</td>
<td>Description</td>
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<tr>
<td>ITB 21</td>
<td>Bid Validity</td>
</tr>
<tr>
<td>ITB 22</td>
<td>Bid Security</td>
</tr>
<tr>
<td>ITB 23</td>
<td>Format and Signing of Bids</td>
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</tbody>
</table>

**Format and Signing of Bids**

| ITB 24 | Sealing and Marking of Bids                                   |
| ITB 25 | Deadline for Submission of Bids                               |
| ITB 26 | Late Bids                                                     |
| ITB 27 | Modification, Substitution and Withdrawal of Bids             |

**Opening Evaluation of Bids**

| ITB 28 | Opening of Bids by the Procuring Agency                       |
| ITB 29 | Clarification of Bids                                         |
| ITB 30 | Preliminary Examination                                      |
| ITB 31 | Evaluation of Bids                                            |
| ITB 32 | Qualification of Bidder                                       |
| ITB 33 | Rejection of Bids                                             |
| ITB 34 | Re-Bidding                                                    |
| ITB 35 | Announcement of Evaluation Report                             |
| ITB 36 | Contacting the Procuring Agency                               |
| ITB 37 | Post Qualification of the Bidder                              |

**Award of Contract**

| ITB 38 | Acceptance of Bid and Award Criteria                          |
| ITB 39 | Purchaser’s Right to Accept any Bid and to Reject any or all Bids |
| ITB 40 | Procuring Agency’s Right to vary quantities at the time of Award |
| ITB 41 | Notification of Award                                         |
| ITB 42 | Limitation on Negotiations                                    |
| ITB 43 | Performance Security                                          |
| ITB 44 | Signing of Contract                                           |
| ITB 45 | Price Reasonability Certificate                               |
| ITB 46 | General Performance of the Bidder                             |
SECTION III.
Schedule of Requirements & Technical Specifications

SECTION IV.
Evaluation Criteria

SECTION V.
Bid Form
Letter of Intension (Bid Form 1)
Bid Form 2 (AFFIDAVIT)
Bid Form 3(A)
Bid Form 4
Bid Form 5

SECTION VI
Draft Standard Contract
General Conditions of Contract (GCC)
INVITATION FOR BIDS / TENDER NOTICE

Sealed tenders are invited from Firms having valid registration with Sales Tax and Income Tax Departments for “Tender for Provision of Uninterrupted Dedicated Internet Services at Drugs Testing Laboratory Rawalpindi (Framework Contract)”. The Specifications are given below:

<table>
<thead>
<tr>
<th>SR. NO</th>
<th>HARDWARE</th>
<th>SPECIFICATIONS</th>
<th>QTY</th>
<th>BID SECURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Internet Services</td>
<td>15 MB Premium Dedicated Internet with / 29 Public IP Pool</td>
<td></td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td>Primary Link Fiber Optic, Secondary Link Wireless Point to Point</td>
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<td></td>
<td></td>
<td>Auto Failover in case of Primary link damage or not working.</td>
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<td>2.</td>
<td>Four Core Fiber Optic</td>
<td>4 Core Fiber Optic for primary link, Single Mode</td>
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<tr>
<td></td>
<td>(One Time Cost)</td>
<td><strong>Imported</strong></td>
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<td></td>
<td></td>
<td>With complete Laying, Splicing, Commissioning</td>
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<td></td>
<td></td>
<td><strong>3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</strong></td>
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<tr>
<td>3.</td>
<td>Wireless Devices</td>
<td>Must support up to 300+ Mbps Link</td>
<td>03</td>
<td>30,000.00/-</td>
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<td></td>
<td>(One Time Cost)</td>
<td>Brand: UBNT Ubiquity or equivalent</td>
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<td></td>
<td></td>
<td>With complete installation at Drugs Testing Laboratory Rawalpindi</td>
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<td></td>
<td></td>
<td><strong>3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</strong></td>
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<td>4.</td>
<td>Gigabit Media Convertors</td>
<td>1000 MB Dual SC Port</td>
<td>01</td>
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<td></td>
<td>(One Time Cost)</td>
<td>Brand: TPLink or Equivalent</td>
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<td></td>
<td>With complete installation at Drugs Testing Laboratory Rawalpindi</td>
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<td></td>
<td></td>
<td><strong>3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</strong></td>
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<td>5.</td>
<td>Patch Cord</td>
<td>3mm 3Meter SC Single Mode</td>
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<td></td>
<td>(One Time Cost)</td>
<td>With complete installation at Drugs Testing Laboratory Rawalpindi</td>
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<td></td>
<td></td>
<td><strong>3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</strong></td>
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<td>6.</td>
<td>Iron Pole of good quality</td>
<td>Painted Iron pole able to anchor wireless devices as per Sample installed at Drugs Testing Laboratory Rawalpindi.</td>
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<tr>
<td></td>
<td>(One Time Cost)</td>
<td>With complete installation at Drugs Testing Laboratory Rawalpindi</td>
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NOTE: ELEMENTS INSTALLED AT DRUGS TESTING LABORATORY RAWALPINIDI WILL BE PROPERTY OF THE INSTITUTE AT COMPLETION OF CONTRACT PERIOD. NO EXTRA PAYMENTS WILL BE MADE FOR ACCESSORIES NOT MENTIONED IN BIDDING DOCUMENT BUT REQUIRED IN COMMENCEMENT OF INSTALLATIONS.

- **IMPORTANT TERMS AND CONDITIONS:**
  - Total 15 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for Drugs Testing Laboratory, Hayal Sharif, Dhamial Road, near Bank Colony, Rawalpindi.
  - The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
• Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
• Vendor / firm will also provide a pool of 29 Public IPs Pool to Drugs Testing Laboratory, Rawalpindi.
• To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
• Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
• The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
• The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Furthermore all hardware components will be property of Drugs Testing Laboratory Rawalpindi at the end of contract. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
• The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement during warranty period. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case during warranty period.
• The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
• The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended for two more years at rates and term negotiated at that time subject to performance of the internet services provider.
• Payment will be made and the mode of payment will be in PKR (Pakistani Rupees).
• The rates should be quoted after allowing rebates/ discounts, if any.
• All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of DTL, Rawalpindi will be the responsibility of the vendor/ firm).
• The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of vendor (if required).
• The ISP may require to provide online usage report through web. The ISP provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of DTL, Rawalpindi
• The vendor/ firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of DTL, Rawalpindi in order to avoid any damage to the cable.
• The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
• Basic necessary training of the installed equipment/ devices will be given to Network Staff of DTL, Rawalpindi to troubleshoot minor faults, errors etc.
• The ISP/party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
• Income tax and GST Registered firms are eligible to participate in the tender.
• All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
• Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.
• Rate will be accepted on the basis of total lowest cost.
• The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.
• The validity of all rates quoted in bids will be 180 days after opening of bids.
2. Bidding documents containing the detailed specifications may be obtained @ Rs. 500/- (non-refundable) from DTL, Rawalpindi on written request from under mentioned address or may be downloaded from the PPRA website(www.pprapunjab.gov.pk)

3. The date for submission of bids along with bid security mentioned in Bidding Documents is 14-11-2019 by 02:00 PM, tender would be open on 14-11-2019 at 02:30 PM at below mentioned address in the presence of bidders or their authorized representatives who may wish to attend.

4. The interested bidders shall submit their bids based on Single stage- two envelope procedures. The bid shall comprise a single packet/envelope containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal as per PPRA Rules 2014

5. The Procuring reserves the right to reject all Bids or Proposal at any time prior to the acceptance of a bid or proposal under PPRA rule 35.

6. **Bidder May apply for more than one Items.**

   The Drugs Testing Laboratory, Rawalpindi, will not be responsible for any cost or expenses incurred by bidders in connection with the preparation or delivery of bids.
CHECK LIST FOR “TENDER FOR PROVISION OF UNINTERRUPTED DEDICATED INTERNET SERVICES AT DRUGS TESTING LABORATORY RAWALPINDI (FRAMEWORK CONTRACT)”

The provision of this checklist is essential prerequisite along with submission of tenders/ technical offers.

<table>
<thead>
<tr>
<th>SR. #</th>
<th>I) TECHNICAL OFFER</th>
<th>YES / NO</th>
<th>PAGE #</th>
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<tbody>
<tr>
<td></td>
<td><em>(a)General enclosures/ Knock Out Clauses (Firm Related )</em></td>
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<tr>
<td>1.</td>
<td>Original Fee Slip of Tender Purchase</td>
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<tr>
<td>2.</td>
<td>The supplier shall have to produce the requisite legal document proving that it is legally registered firm in Pakistan</td>
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<td>3.</td>
<td>National Tax No. (NTN), General Sales Tax No. with documentary proof</td>
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<td>4.</td>
<td>Affidavit from the bidder That the firm has not been blacklisted and all the information provided in its bid is correct and up-to date. The bidder accepts all terms and conditions of the advertised bidding document. And prices quoted to the Drugs Testing Laboratory Rawalpindi are less than Market retail price and are not more than rates quoted to any office of Govt. of Punjab, or any other provincial, federal or autonomous institute of any provincial or federal government for financial year 2019-20.</td>
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<td>5.</td>
<td>Has Business experience of at least two (2) years (Copy of 3 work orders/ contracts signed with parties in last 2 years must be provided).</td>
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<td>6.</td>
<td>The Bidder must indicate the country of origin of the goods, Country of manufacturer, Certificate(s) for conformity with International standards of Quality <em>(Where applicable).</em></td>
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<td>7.</td>
<td>Compliance of Warranty as per tender document.</td>
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<td>8.</td>
<td>The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected.</td>
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<td>9.</td>
<td>Bid Validity</td>
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<td>10.</td>
<td>Delivery Period</td>
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<td><strong>II) FINANCIAL OFFER.</strong></td>
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<td>1.</td>
<td>Offered rate of item inclusive standard accessories (inclusive of all taxes and duties). Rates ON FOR/ DDP basis must be in specified column in specimen provided</td>
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## A. BID DATA SHEET

<table>
<thead>
<tr>
<th>ITB REFERENCE</th>
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<th>DETAILS</th>
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<td>From the Publishing of Tender at PPRA Punjab website</td>
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<td>Pre-Bid Meeting</td>
<td>04-11-2019 at 12 Noon</td>
</tr>
<tr>
<td>N/A</td>
<td>Last Date &amp; Time Of Sale Of Bidding Documents</td>
<td>02:00PM 14/11/2019</td>
</tr>
<tr>
<td>ITB Clause 27</td>
<td>Last Date And Time For The Receipt Of Bids</td>
<td>02:00PM 14/11/2019</td>
</tr>
<tr>
<td>ITB Clause 28</td>
<td>Date, Time And Venue Of Opening Of Technical Bids</td>
<td>02:30 PM 14/11/2019</td>
</tr>
<tr>
<td>ITB Clause 16</td>
<td>Bid Currency</td>
<td>Pakistani Rupees</td>
</tr>
<tr>
<td>ITB Clause 13</td>
<td>Language Of Bid</td>
<td>English/Urdu or Both</td>
</tr>
<tr>
<td>ITB Clause 22</td>
<td>Amount Of Bid Security</td>
<td>30000.00/- Not more than 5% of estimated price</td>
</tr>
<tr>
<td>ITB Clause 21</td>
<td>Bid Validity Period</td>
<td>180 Days</td>
</tr>
<tr>
<td>ITB Clause 09</td>
<td>Bidding Procedure</td>
<td>Single Stage Two Envelops.</td>
</tr>
<tr>
<td>ITB Clause 36</td>
<td>Name Of Procuring Agency: Drugs Testing Laboratory Rawalpindi Address: Hayyal Sharif Rawalpindi</td>
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</table>

Note: Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully.
Section-II
INSTRUCTIONS TO BIDDER

1. Scope of Bid

1.1 Drugs Testing Laboratory Rawalpindi, Hayyal Sharif, Rawalpindi invites bids for “Tender for Provision of Uninterrupted Dedicated Internet Services at Drugs Testing Laboratory Rawalpindi (Framework Contract)” specified in the Section III, Schedule of Requirements & Technical Specifications.

2. Source of Funds


3. Eligible Bidders

3.1 This Invitation for Bids is open to all original manufacturers/their authorized sole agents/suppliers and in case of imported goods their authorized agents/importers/suppliers in Pakistan for supply of Goods more specifically described in the Section III, Schedule of Requirements & Technical Specifications.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public-sector organization are not eligible.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Default Bidder.

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab, defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain;

(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening,
harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process:
- Submission of false, fabricated / forged documents for procurement in tender.
- Not attaining required quality of work.
- Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- Non-execution of work as per terms & condition of contract
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Involvement in any sort of tender fixing.
- Persistent and intentional violation of important conditions of contract
- Non-adherence to quality specification despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE:
A notice will be issued to the agency/individual seeking it/his explanation for the lapses committed by it/him.
The explanation will be required within 7 days from the date of issue (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show-cause notice shall be issued providing an opportunity of being heard followed by decision for blacklisting for a maximum period of three years depending upon the intensity of lapses. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the procurement Rules 2014.

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding.
The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Bidding for Selective Items
A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Section III i.e., Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the goods mentioned in the Section III i.e., Schedule of Requirements & Technical Specifications. However, Bidders cannot bid for partial quantities of an item mentioned in Section III i.e., Schedule of Requirements & Technical Specifications.
THE BIDDING PROCEDURE

8. The Governing Rules
The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014, of the Government of the Punjab.

9. Applicable Bidding Procedure

9.1 The bidding procedure is governed by Rule 38 “Procedures for Selection of Contractors” sub-rule (2)(a) “Single stage – Two Envelops bidding procedure”. Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Bid Data Sheet above is explained below.

Single Stage: Two Envelope Bidding Procedure
Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

(i) The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

(iii) in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

(iv) 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;

(v) during the technical evaluation, no amendments in the technical proposal shall be permitted;

(vi) After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids publicly at a time, date and venue announced and communicated to the bidders in advance within the bid validity period;

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(vii) the lowest evaluated bidder shall be awarded the contract.

THE BIDDING DOCUMENTS

10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

(a) Instructions to Bidders (ITB) (Section-II)
(b) Schedule of Requirements & Technical Specifications (Section-III)
(c) Evaluation Criteria (Section-IV)
(d) Bid Forms (Section-V)
   i. Letter of Intention
   ii. Affidavit
   iii. Technical Forms
iv. Financial Forms

v. Form of Bid Security

vi. Form of Performance Security

(e) Draft Standard Contract (Section-VI)
    Contract Form
    General Conditions of the Contract (GCC)
    Special Conditions of Contract (SCC)

10.2 The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

12. Amendment(s) to the Bidding Documents.

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS
13. **Language of Bids.**

13.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

14. **Documents comprising the Bids.**

14.1 The Bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in **Section V**.

14.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

15. **Bid Price.**

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods, it proposes to supply under the Contract.

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Tender Enquiry Number of the quoted item may be marked with red/yellow marker.

15.3 The Bidder should quote the prices of goods according to the technical specifications as provided in Section III of this document. **The technical specifications of goods, different from the required specifications, shall straightway be rejected.**

15.4 The Bidder is required to offer a competitive price. All prices must **include the All types of taxes and duties, where applicable** and all Ex-work & inland transportation & storage charges till the destination (on free delivery to Consignee’s end basis). If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightaway be rejected. **Conditional offer shall also be considered as non-responsive bid.**

15.7 No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained

15.8 The Bidders shall fill in rates and prices for all items of the Goods described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Purchaser when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules

16. **Bid Currencies.**
16.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees.

17. Samples.

17.1 The Bidder shall provide samples of quoted goods (as required in invitation for bid) along with the bid at his own cost and in a quantity and manner prescribed by the Procuring Agency. Samples must be considered for performance of evaluation of goods quoted and will be dealt as non-refundable item.

17.2 Analysis of samples may be performed by the procuring agency or third party having appropriate facilities in order to ensure quality of goods. Expenditure required for such analysis shall be paid by the bidder who provide said sample.

17.3 The Purchaser may reject whole bid, any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications on the basis of provided sample.

18. Documents Establishing the Eligibility of the Bidder

18.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

18.2 The documentary evidence of the Bidder’s eligibility to bid shall to the Procuring Agency’s satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.


19.1 The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Documents Establishing the Qualification of the Bidder

20.1 The documentary evidence of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser’s satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

20.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the verifiable Manufacturer’s Authorization to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s country.

21. Bid Validity

21.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in bidding documents.

21.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with bidding documents.

21.3 A Bidder who,

- Agrees to the extension of the bid validity period shall also extend the validity of the bid bond or security for the extended period of the bid validity;
- Agrees to the procuring agency’s request for extension of bid validity period shall not be permitted to change the substance of the bid; and
Does not agree to an extension of the bid validity period shall be allowed to withdraw the bid without forfeiture of the bid bond or security.

22. **Bid Security**

22.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.

22.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Purchaser valid for a period not less than 28 days beyond the Bid Validity date.

22.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as nonresponsive.

22.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

22.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.

22.6 **The Bid Security shall be forfeited by the Purchaser, on the occurrence of any/all of the following conditions.**

22.6.1 If the bidder withdraws its bid during the period of bid validity specified in the bidding documents; or

22.6.2 If the bidder does not accept the corrections of his total Bid Price; or

22.6.3 If the bidder, having been notified for the acceptance of the bid by the Purchaser during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

23. **Format and Signing of Bids.**

23.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

23.2 All Appendices and Schedules to Bid are to be properly completed and signed.

23.3 The Bid shall be accompanied by the original receipt for payment made for the purchase of the bidding documents. In an even where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

23.4 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. **Moreover, signing and stamping of each page of bidding documents/form is mandatory.**

23.5 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

23.6 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

23.7 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

23.8 Bidders shall indicate their full and proper addresses and Phone numbers at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

23.9 Bidders should retain a copy of the Bidding Documents as their file copy.
SUBMISSION OF BIDS

24. Sealing and marking of Bids.
24.1 The envelopes shall be marked as “Financial Proposal” and “Technical Proposal” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes.

The envelopes shall then be sealed in an outer envelope.
24.2 The inner and outer envelopes shall:
   1. Be addressed to the Procuring Agency at the address given in the invitation for Bids; and
   2. Bid Reference No. indicated in the Bid Date Sheet, Tender Enquiry No. indicated in Section III, Scheduled of Requirements & Technical Specifications and a statement: “DO NOT OPEN BEFORE,” the time and the date specified in the Bid Date Sheet for opening of Bids.

24.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
24.4 If the outer as well as inner envelope is not sealed and marked as required by 24.1 to 24.3 above the Procuring Agency shall not assume to responsibility for the bid’s misplacement or premature opening.

25. Deadline for Submission of Bids
25.1 All bids should be submitted in tape binding. Bid must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the Bid Date Sheet. Bid received later than the time and date specified in the Bid Date Sheet will stand summarily rejected.
25.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids
26.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 25 shall be rejected and returned unopened to the Bidder.
26.2 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

27. Modification, Substitution and Withdrawal of Bids
27.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Purchaser prior to the deadline for submission of bids.

27.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause ITB.24 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
27.3 No bid may be modified by a Bidder after the deadline for submission of bids.

OPENING AND EVALUATION OF BIDS

28. Opening of Bids by the Procuring Agency
28.1 All bids received shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Date Sheet.

28.2 The opening of Bids, shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated ITB Clause 9 above.
28.3 All Bidders in attendance shall sign an attendance sheet.
28.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bid/quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deem appropriate if not in conflict with the Punjab Procurement Rules-2014, specifically Rule 30 (Opening of Bids).
28.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.
28.6 No bid shall be rejected at technical proposal/bid opening, except for late bids, which shall be returned unopened to the Bidder.
28.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Purchase/Procurement Committee shall record a statement giving reasons for return of such bids(s).

29. **Clarification of Bids.**
29.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

30. **Preliminary Examination.**
30.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
30.2 In the financial bids the arithmetical errors shall be rectified on the following basis,
30.2.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall be prevail, and the total price shall be corrected.
30.2.2 If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
30.2.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
30.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals.

The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
30.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder correction of the nonconformity.

31. **Evaluation of Bids**
31.1 The Procuring Agency shall evaluated and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 30 above.
31.2 All bids shall be evaluated in accordance with Evaluation Criteria and other terms and conditions set forth in these bidding documents.
31.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing o the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/National Bank of Pakistan on that day.
31.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

32. **Qualification of Bidder**
32.1 A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.
32.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
32.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.
32.4. The determination can take into account the Bidder’s financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing plant/production capacity/warehousing system/practices by team of experts for assessment, if it deems necessary.

32.5. An affirmative determination shall be a prerequisite for award of the Contractor to the Bidder. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

32.6. The procuring agency shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

32.7. If the Bid of the successful Bidder is seriously unbalanced in relation to the Purchaser’s estimate of the cost of Goods to be delivered under the Contract, the Purchaser may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Purchaser may require that the amount of the Performance Security set forth in be increased at the expense of the successful Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful bidder under the Contract.

33 Rejection of Bids

33.1. The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Rules-2014 (PPR-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds.

33.2. The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 toward Bidders who have submitted bids.

33.3. Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

34 Re-Bidding

34.1. If the Procuring Agency rejected all bids in pursuant to ITB Clause 33.

34.2. It may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition.

35 Announcement of Evaluation Report

35.1. The Procuring Agency shall announce the result of the bid evaluation in form of a report, not inconsistent with PPRA Punjab Rule 37 of the Punjab.

36 Contacting the Procuring Agency

36.1. Subject to ITB Clause 31 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

36.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder’s bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

37 Post Qualification of the Bidder

37.1. The Purchaser may determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

37.2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder.

37.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

AWARD OF CONTRACT

38 Acceptance of Bid and Criteria
38.1. The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

38.2. The Purchaser, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier’s or contractor’s capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

39 Purchaser’s Right to Accept any Bid and to Reject any or all Bids

39.1. Notwithstanding Clause ITB 42, the Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

40 Notification of Award

40.1. Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing (“Letter of Acceptance”) that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Contractor in consideration of the delivery of Goods by the Contractor as prescribed in bidding document (hereinafter and in the Conditions of Contract called the “Contract Price”).

40.2. The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

40.3. The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

41 Limitation on Negotiations.

41.1. No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Purchaser may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.

42 Performance Security

42.1. On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee (10% of AAT Amount), on the Form and in the mannered prescribed by the procuring Agency.

42.2. The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder upon submission of Performance Guarantee

42.3. Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such even the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

43 Signing of Contract

43.1. After the completion of the Contract Negotiations the Procuring Agency shall send the Bidder the Contract from provided in the bidding documents, incorporating all agreements between the parties.

43.2. Within One week of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

43.3. If the successful Bidder, after completion of all codal formalities show an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.

43.4. The Contract is to be made on stamp paper wroth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of scheduled 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/(PG) dated 1st January 2014.

44 Price Reasonability Certificate.

44.1. The supplier shall Certificate on judicial stamp paper that the prices quoted to the Drugs Testing Laboratory Rawalpindi are less than Market retail price and are not more than rates quoted to any office of Govt. of Punjab, or any other provincial, federal or autonomous institute of any provincial or federal government for financial year 2019-20.

44.2. In case of non-compliance of ITB Sub-Clause 45.1, bidder shall be bound to return that higher portion of cost/rate.

45 General Performance of the Bidders

45.1. The Purchaser reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Purchaser may in case of consistent poor performance of any Bidder as
reported by the purchasers of the previously awarded contracts, interalia, reject his bid and proceed in accordance with PPRA Punjab provisions to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Goods.
Section-III

SCHEDULE OF REQUIREMENTS

&

TECHNICAL SPECIFICATIONS
### SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS FOR TENDER FOR PROVISION OF UNINTERRUPTED DEDICATED INTERNET SERVICES AT DRUGS TESTING LABORATORY RAWALPINDI (FRAMEWORK CONTRACT)

<table>
<thead>
<tr>
<th>SR. NO</th>
<th>HARDWARE</th>
<th>SPECIFICATIONS</th>
<th>QTY</th>
<th>BID SECURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Internet Services</td>
<td>15 MB Premium Dedicated Internet with / 29 Public IP Pool Primary Link Fiber Optic, Secondary Link Wireless Point to Point Auto Failover in case of Primary link damage or not working.</td>
<td>N/A</td>
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<tr>
<td>8.</td>
<td>Four Core Fiber Optic</td>
<td>4 Core Fiber Optic for primary link, Single Mode <strong>Imported</strong> With complete Laying, Splicing, Commissioning 3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</td>
<td>As per actual length required from Distribution panel of service provider to institute.</td>
<td>30,000.00/- (Which is less than 5% of estimated value of tender in compliance of PPRA Punjab Rules, Rule 27)</td>
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<tr>
<td></td>
<td>(One Time Cost)</td>
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<tr>
<td>9.</td>
<td>Wireless Devices</td>
<td>Must support upto 300+ Mbps Link Brand: UBNT Ubiquity or equivalent With complete installation at Drugs Testing Laboratory Rawalpindi 3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</td>
<td>03</td>
<td></td>
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<tr>
<td>10.</td>
<td>Gigabit Media Convertors</td>
<td>1000 MB Dual SC Port <strong>Brand : TPLink or Equivalent</strong> With complete installation at Drugs Testing Laboratory Rawalpindi 3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</td>
<td>01</td>
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<td></td>
<td>(One Time Cost)</td>
<td></td>
<td></td>
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<tr>
<td>11.</td>
<td>Patch Cord</td>
<td>3mm 3Meter SC Single Mode With complete installation at Drugs Testing Laboratory Rawalpindi 3 Years comprehensive Warrant with advanced hardware replacement in next business day inclusive of Parts &amp; Labor.</td>
<td>As per actual requirement at site.</td>
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<td></td>
<td>(One Time Cost)</td>
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<td>12.</td>
<td>Iron Pole of good quality</td>
<td>Painted Iron pole able to anchor wireless devices as per Sample installed at Drugs Testing Laboratory Rawalpindi. With complete installation at Drugs Testing Laboratory Rawalpindi.</td>
<td>As per actual technical requirement.</td>
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<tr>
<td></td>
<td>(One Time Cost)</td>
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</tbody>
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**NOTE:** ELEMENTS INSTALLED AT DRUGS TESTING LABORATORY RAWALPINDI WILL BE PROPERTY OF THE INSTITUTE AT COMPLETION OF CONTRACT PERIOD. NO EXTRA PAYMENTS WILL BE MADE FOR ACCESSORIES NOT MENTIONED IN BIDDING DOCUMENT BUT REQUIRED IN COMMENCEMENT OF INSTALLATIONS.

- **IMPORTANT TERMS AND CONDITIONS:**
  - Total 15 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for Drugs Testing Laboratory, Hayal Sharif, Dhamial Road, near Bank Colony, Rawalpindi.
- The internet connectivity along with all related device/equipment e.g. switches, routers, modules, converters etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
- Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
- Vendor/firm will also provide a pool of 29 Public IPs Pool to Drugs Testing Laboratory, Rawalpindi.
- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
- Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- The equipment/hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/equipment delivered by the vendor must be compatible to the existing network connectivity. Furthermore all hardware components will be property of Drugs Testing Laboratory Rawalpindi at the end of contract. Moreover, the technical staff of the vendor/company shall be involved in installation and configuration of same equipment provided (If required).
- The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement during warranty period. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case during warranty period.
- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- **The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended for two more years at rates and term negotiated at that time subject to performance of the internet services provider.**
- Payment will be made and the mode of payment will be in PKR (Pakistani Rupees).
- The rates should be quoted after allowing rebates/discounts, if any.
- All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of DTL, Rawalpindi will be the responsibility of the vendor/firm).
- The cabling (any type) must be properly tagged/numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/devices must also be the liability of vendor (if required).
- The ISP may require to provide online usage report through web. The ISP provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of DTL, Rawalpindi.
- The vendor/firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of DTL, Rawalpindi in order to avoid any damage to the cable.
- The services provided by the vendor/firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
- Basic necessary training of the installed equipment/devices will be given to Network Staff of DTL, Rawalpindi to troubleshoot minor faults, errors etc.
- The ISP/party will be responsible for installation/setting-up of the equipment/devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
- Income tax and GST Registered firms are eligible to participate in the tender.
- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- Incomplete tenders will not be accepted and over writing if any on the tender should be certified/verified by the firms.
- **Rate will be accepted on the basis of total lowest cost.**
- The Purchase Committee/Competent Authority can accept or reject any one or all tenders without assigning any reason.
- **The validity of all rates quoted in bids will be 180 days after opening of bids.**
NOTE:
1. Procuring Agency shall have right to reject or accept any Item on the basis of its Requirement.
2. Successful Bidder will be bound to provide supplies as per approved specifications and samples.
3. Furthermore, Three Year Parts Comprehensive warranty (Labor & Parts) and after sale service operation/ troubleshooting on site must be included in contract.
Section-IV

EVALUATION CRITERIA
# TECHNICAL EVALUATION CRITERIA FOR TENDER FOR PROVISION OF UNINTERRUPTED DEDICATED INTERNET SERVICES AT DRUGS TESTING LABORATORY RAWALPINDI

## SECTION -A: BIDDER FIRM TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Evaluation Parameter</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Fee Slip of Tender Purchase</td>
<td>Knockout</td>
</tr>
<tr>
<td>2.</td>
<td>The supplier shall have to produce the requisite legal document proving that it is legally registered firm in Pakistan</td>
<td>Knockout</td>
</tr>
<tr>
<td>3.</td>
<td>National Tax No. (NTN), General Sales Tax No. with documentary proof</td>
<td>Knockout</td>
</tr>
<tr>
<td>4.</td>
<td>Affidavit from the bidder that the firm has not been blacklisted and all the information provided in its bid is correct and up-to date. The bidder accepts all terms and conditions of the advertised bidding document. And prices quoted to the Drugs Testing Laboratory Rawalpindi are less than Market retail price and are not more than rates quoted to any office of Govt. of Punjab, or any other provincial, federal or autonomous institute of any provincial or federal government for financial year 2019-20.</td>
<td>Knockout</td>
</tr>
<tr>
<td>5.</td>
<td>Has Business experience of at least two (2) years (Copy of three work orders/contracts signed with parties in last 2 years must be provided).</td>
<td>Knockout</td>
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<tr>
<td>6.</td>
<td>The Bidder must indicate the country of origin of the goods, Country of manufacturer, Certificate(s) for conformity with International standards of Quality (If applicable).</td>
<td>Knockout</td>
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<tr>
<td>7.</td>
<td>Compliance of Warranty as per tender document.</td>
<td>Knockout</td>
</tr>
<tr>
<td>8.</td>
<td>The bid must comply with the advertised technical specifications of the quoted item. Incomplete offer will straightaway be rejected.</td>
<td>Knockout</td>
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<tr>
<td>9.</td>
<td>Bid Validity</td>
<td>Knockout</td>
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<tr>
<td>10.</td>
<td>Delivery Period</td>
<td>Knockout</td>
</tr>
</tbody>
</table>

## Product Specifications

<table>
<thead>
<tr>
<th>Item Sr. No.</th>
<th>SPECIFICATION /EVALUATION PARAMETERS FOR SUPPLIED ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Equipment</td>
</tr>
<tr>
<td>1</td>
<td>Brand (If applicable)</td>
</tr>
<tr>
<td></td>
<td>Model (If applicable)</td>
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<tr>
<td></td>
<td>Country of Manufacturer</td>
</tr>
<tr>
<td></td>
<td>Country of Origin of Product/Model Number</td>
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<tr>
<td></td>
<td>Specification Compliance features wise: Remarks</td>
</tr>
<tr>
<td></td>
<td>Remarks</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>SPECIFICATION / EVALUATION PARAMETERS FOR SUPPLIED ITEMS</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Specifications Compliance &amp; Sample Examination:</td>
</tr>
<tr>
<td></td>
<td>Specifications Compliance &amp; Sample Examination:</td>
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<tr>
<td></td>
<td>Technical Eligibility of Product:</td>
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<td></td>
<td>Technical Eligibility of Product:</td>
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<td>Technical Eligibility of Firm:</td>
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<td>Technical Eligibility of Firm:</td>
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<td>BID STATUS:</td>
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<td></td>
<td>BID STATUS:</td>
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<td></td>
<td>Responsive / Substantially Responsive / Non Responsive</td>
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<tr>
<td></td>
<td>Responsive / Substantially Responsive / Non Responsive</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Sr. No.</th>
<th>SPECIFICATION / EVALUATION PARAMETERS FOR SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Required Service Parameters</td>
</tr>
<tr>
<td></td>
<td>Quoted Parameters</td>
</tr>
<tr>
<td></td>
<td>Complies / Not Complies Specifications</td>
</tr>
<tr>
<td></td>
<td>Responsive / Non Responsive</td>
</tr>
</tbody>
</table>

**Note:**
- Noncompliance of any of above evaluation parts will lead to the rejection of bid straight way. The bids declared either as **Responsive or Substantial Responsive** will be considered as acceptable bid for further processing.
- **The financial bids of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency. The financial bids of the bidders found technically nonresponsive shall be returned un-opened to the respective Bidders.**
- Goods will be evaluated by the Physical Inspection Committee by analyzing its Production quality, Design, Reliability, Conformance to the specification and safe for the usage etc.
SECTION V

BID FORMS
Form of Bid

Date: ____________________________
Bid Reference No. __________________
(Name of Contract)

To:

____________________________________
____________________________________
____________________________________

Gentleman,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: __;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Goods __________;

(c) Our Bid shall be valid for a period of ____________________ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of ______ percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries ________________________________;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;

(h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>


(If none has been paid or is to be paid, indicate “none.”)

(i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(k) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name
In the capacity of______
Signed______
Duly authorized to sign the Bid for and on behalf of______
Date__________________________________________________________
Witness:
Name: __________
Signature: __________
Address: __________

Attachment: Original receipt for the purchase of the bidding documents.
LETTER OF INTENTION

Bid Ref No.

Date of the Opening of Bids

Name of the Contract :

To: [Name and address of Procuring Agency]

Dear Sir/Madam,

Having examined the bidding documents, the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply, deliver test and impart training in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements and the above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements as per the bidding documents.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]
BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

1. I/We have read the contents of the Bidding Documents and have fully understood it.
2. The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
3. The Good that we propose to supply under this contract are eligible goods within the meaning of Clause 19 of the ITB.
4. The undersigned are also eligible Bidders within the meaning of Clause 18 of the ITB.
5. The undersigned has accepted Bid validity and Delivery Period as stipulated in Bidding Document.
6. The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan.
7. The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
8. The undersigned are not backlisted or facing debarment from any government, or its organization or project.
9. The country of origin and manufacturing mentioned in the bid are correct.
10. That the prices offered are not more than trade price.
11. I/We, further undertake that the prices given are reasonable and not given more than in any Government/autonomous/District Government institutions during the current financial year.

    If any difference detected, the firm is bound to refund the difference in price.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the Capacity of [insert: title or position] Duly authorized to sign this bid/affidavit for and on behalf of {insert: name of Bidder}
**BID FORM 3**

Name of the Firm  
Bid Reference No:  
Date of opening of Bid.  

Documentary Evidence: Eligibility of the Bidders and Goods

<table>
<thead>
<tr>
<th>Required Documentation (To Be Filled by the Procuring Agency)</th>
<th>Checklist (To be initialed by the Bidder against each Document)</th>
<th>Relevant Page Number in the Bid (To be filled by the Bidder)</th>
<th>Supporting Document (To be filled by the Bidder with name of the documents that are submitted to meet the Requirement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column: 1</td>
<td>Column: 2</td>
<td>Column: 3</td>
<td>Column: 4</td>
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<tr>
<td>Acceptance of terms and conditions</td>
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<td>CDR</td>
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<tr>
<td>NTN Certificate</td>
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<td>GST Certificate</td>
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<td>Letter of Intention</td>
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<td>Affidavit</td>
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<tr>
<td>Past Performance evidence</td>
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<tr>
<td>Original Receipt of purchase of Bidding</td>
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</tbody>
</table>
BID FORM 4

Firm’s Past Performance.

Name of the Firm:

Bid Reference No:

Date of opening of Bid:

Assessment Period: *(Minimum Two Years as per Evaluation Criteria)*

<table>
<thead>
<tr>
<th>Name of the Purchaser/Institution</th>
<th>Purchase Order No.</th>
<th>Description Of Order</th>
<th>Value of Order</th>
<th>Date of Completion</th>
<th>Purchaser’s Certificate</th>
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</thead>
<tbody>
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Bidders may use additional Sheets if required.
All certificates are to be attached with this form.
BID FORM 5

Price Schedule

User Note: This form is to be filled by the Bidder for each individual quoted item and shall submit with Financial Proposal.

Name of the Firm: 
BidReference. No: Tender
Enquiry No:
Date of opening of Bid.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Items</th>
<th>Unit Price Inclusive of all taxes</th>
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</table>

Signature: -----------------------------------------------------------------------------------

Designation: -----------------------------------------------------------------------------------

Date: ----------------------------------------------------------------------------------------

Official Stamp: --------------------------------------------------------------------------------

If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.
Section-VI

DRAFT STANDARD CONTRACT

CONTRACT FORM

THIS CONTRACT made the -------------------------- , between Drugs Testing Laboratory, Rawalpindi (hereafter “the Purchaser”) of the one part and -------------------------- (hereinafter "the Contractor") of the other part.

WHEREAS the Purchaser invited bids for Procurement of goods for Drugs Testing Laboratory, Rawalpindi (hereafter “the Goods”), in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and services detail as under

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Equipment</th>
<th>Qty</th>
<th>Unit Rate</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NOS.</td>
<td>Rs.</td>
<td>Rs</td>
<td></td>
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</tbody>
</table>

and training thereof and has accepted a bid by the Contractor for the supply of those Goods and Services.

NOW THE CONTRACT WITNESS AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
   (a) The Notification of Award / letter of Acceptance;
   (b) The Bid and Schedules listed as under;
       - Schedule A Special Stipulations
       - Schedule B Price Schedule
   (c) The Conditions of Contract;
   (d) The Technical Specifications.

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Contractor, in consideration of the provision of
the Goods and Services and the remedying of defects therein, at the times and in the manner
prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance
with their respective laws the day and year first above written.

WITNESS

(PURCHASER)

Signature: __________________ Signature: __________________

Name: __________________    Name: __________________

Designation: _____________     Designation: ______________

Seal: __________________________

WITNESS

(CONTRACTOR)

Signature: _____________________ Signature: ______________

Name: ________________________ Name: _____________________

Designation: _______________ Designation: ______________
General Conditions of Contract (GCC)

1. Definitions
1.1 In this Contract, the following terms shall be interpreted as indicated: (a) “The Contract” means the agreement entered into between the Purchaser ( ) and the Supplier, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

c) “The Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.

d) “The Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means Special Conditions of the Contract.

(g) “The Purchaser” means the Government of Punjab, Drugs Testing Laboratory Rawalpindi.

(h) “The Supplier” means the individual or firm supplying the goods under this Contract.

(i) “Day” means calendar day.

2. Application
2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Source of Import
3.1 All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of the Federal Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards
4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

4.3 If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the DTL Rawalpindi the price difference shall be paid by the Supplier.

4.4 In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier i.e., removal from purchaser’s premises, burning, dumping, or incineration.
5. **Use of Contract Documents and Information.**

5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier.

6. **Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. **Submission of Samples**

7.1 Before commencing supplies, the Supplier shall provide samples free of cost, if and as specified in the Schedule of Requirements of the product to the designated office or staff, as the case may be.

8. **Ensuring storage arrangements**

8.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser’s premises at the time of supply, the Purchaser shall, at least 02 days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.

9. **Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and / or to test the goods in accordance with the procedure given in the SCC to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9.2 The Purchaser’s right to inspect, test and, where necessary, reject the goods after the goods either at Supplier’s premises or upon arrival at Purchaser’s destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.

9.3 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. **Delivery and Documents**
10.1 The Supplier in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the goods.
10.2 The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
10.3 The goods supplied under the Contract shall be delivered on free delivery of consignee’s end basis under which risk is transferred to the buyer after the Goods having been delivered;

11. Insurance
The supplier shall be solely responsible for Insurance of the Goods subject to the contract.

12. Transportation
12.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement
12.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Supplier.

13. Incidental Services
13.1 The Supplier shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

14. Warranty
14.1 All goods subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15. Payment
15.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
15.2 The currency of payment shall be Pakistan Rupee.

16. Prices
16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

17. Contract Amendments
17.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

18. Assignment
18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

19. Subcontracts
19.1 The Supplier shall not be allowed to sublet and award subcontracts under this Contract

20. Delays in the Supplier’s Performance
20.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. In case the contractor fails to adhere to the prescribed time schedule, the purchaser is at liberty to make risk purchases at the risk & cost of the contractor in the best public interest.
20.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the
situation and may at its discretion extend the Supplier’s time for performance, with liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.

20.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

21. **Termination for Default**

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, and subsequent Purchase order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause Corrupt and fraudulent practices means:

*the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:*

(i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) **collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant
to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

21.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

21.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

i. Submission of false fabricated / forged documents for procurement in tender.

ii. Not attaining required quality of work. iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.

iv. Non execution of work as per terms & condition of contract.

v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.

vi. Involvement in any sort of tender fixing. vii. Persistent and intentional violation of important conditions of contract viii. Non-adherence to quality specification despite being importunately pointed out.

ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: A notice will be issued to the agency/individual seeking it/his explanation for the lapses Committed by it/him. The explanation will be required within Days from the date of issue, (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklistment for a maximum period of three years depending upon the intensity of lapses. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the procurement Rules 2014.

"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain (iii) corrupt practice by offering, giving, receiving or soliciting, directly
or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;

22. **Force Majeure**

22.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.

22.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Supplier of its findings promptly.

22.3 Unless Purchaser informs the Supplier in writing of its agreement on the application of force majeure, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

23. **Termination for Insolvency**

23.1 The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

24. **Arbitration and Resolution of Disputes**

24.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
24.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

25. **Governing Language**

25.1 GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

26. **Applicable law**

26.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

27. **Notices**

27.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the official address.

28. **Technical Terms:**

- Total 15 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for Drugs Testing Laboratory, Hayal Sharif, Dhamial Road, near Bank Colony, Rawalpindi.
- The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
- Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
- Vendor/ firm will also provide a pool of 29 Public IPs Pool to Drugs Testing Laboratory, Rawalpindi.
- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
- Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Furthermore all hardware components will be property of Drugs Testing Laboratory Rawalpindi at the end of contract. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
- The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement during warranty period. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case during warranty period.
- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
* The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended for two more years at rates and term negotiated at that time subject to performance of the internet services provider.
* Payment will be made and the mode of payment will be in PKR (Pakistani Rupees).
* The rates should be quoted after allowing rebates/ discounts, if any.
* All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of DTL, Rawalpindi will be the responsibility of the vendor/ firm).
* The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of vendor (if required).
* The ISP may require to provide online usage report through web. The ISP provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of DTL, Rawalpindi
* The vendor/ firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of DTL, Rawalpindi in order to avoid any damage to the cable.
* The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
* Basic necessary training of the installed equipment/ devices will be given to Network Staff of DTL, Rawalpindi to troubleshoot minor faults, errors etc.
* The dedicated line/ service over Fiber Optic Cable so provided to DTL, Rawalpindi will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the first party and second party.
* The ISP/party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
* Income tax and GST Registered firms are eligible to participate in the tender.
* All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
* Incomplete tenders will not be accepted and overwriting if any on the tender should be certified / verified by the firms.
* Rate will be accepted on the basis of total lowest cost.
* The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.
* The validity of all rates quoted in bids will be 180 days after opening of bids.
1. Annex-A  
**Schedule of Requirements:**

The supplies shall be delivered in accordance with the Signed Contract and subsequent Purchase Order to be issued by the Procuring Agency, as per following schedule of requirements

**C consignee’s End:**  Drugs Testing Laboratory Rawalpindi

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>Provision of Internet Services along installation of all components</th>
<th>Total delivery period without penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty (FOR/DDP)</td>
<td>35</td>
<td>45 Days</td>
</tr>
<tr>
<td>Grace time without penalty</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>With penalty @ 0.067 % per day of contract amount. (maximum 10% of Purchase Order Value)</td>
<td>After stipulated delivery period the procuring agency shall decide further on the formal request of supplier with proper justification. The procuring Agency may allow the bidder late deliveries without any penalty in case of proper justification of delay with supportive evidences.</td>
<td></td>
</tr>
</tbody>
</table>

2. Annex-B  
**Technical Specifications**

3. Annex-C  
**Price Schedule submitted by the Bidder.**

### SERVICES COST (A)

<table>
<thead>
<tr>
<th>SR. #</th>
<th>DESCRIPTION OF STAFF</th>
<th>SERVICE PERIOD (MONTHS)</th>
<th>MONTHLY CHARGES INCLUSIVE OF ALL TAXES &amp; DUTIES</th>
<th>ANNUAL CHARGES INCLUSIVE OF ALL TAXES &amp; DUTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Internet Services</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 MB Premium Dedicated Internet with / 29 Public IP Pool Primary Link Fiber Optic, Secondary Link Wireless Point to Point Auto Failover in case of Primary link damage or not working.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COST OF EQUIPMENT (B)

<table>
<thead>
<tr>
<th>SR.NO</th>
<th>EQUIPMENT NAME ALONG ACCESSORIES</th>
<th>QUANTITY</th>
<th>ONE TIME UNIT COST (Inclusive of all taxes &amp; Duties)</th>
<th>ONE TIME TOTAL COST (Inclusive of all taxes &amp; Duties)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Item Description</td>
<td>Quantity</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Four Core Fiber Optic (One Time Cost)</td>
<td></td>
<td>As per actual length required from Distribution panel of service provider to institute.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Wireless Devices (One Time Cost)</td>
<td>03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Gigabit Media Convertors (One Time Cost)</td>
<td>01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Patch Cord (One Time Cost)</td>
<td></td>
<td>As per actual requirement at site.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Iron Pole of Good Quality</td>
<td></td>
<td>As per actual technical requirement.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COST OF EQUIPMENT WITH TAXES**

**TOTAL COST OF BID PER ANUM** A+B

*(The approved price schedule submitted by the Bidder will be attached)*

4. Annex-D

Purchaser’s Notification of Award.

(Advance Acceptance of Tender issued by the Procuring Agency will be attached)

5. Annex-E  Purchase Order

6. Annex-F  Schedule of Payment

7. Payment Schedule

100% Payment to the Suppliers will be made against satisfactory supply of items for single time only. While monthly payment will be made against satisfactory provision of internet services.

(However, if there is any alternate payment schedule, agreed by the Purchaser and Supplier, will be annexed here it can be followed)