PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of:

i. Networking Solution for Queue Management System (QMS) in DHQ & THQ Hospitals.
ii. Electrical Materials for Operation & Maintenance of ASTP Building.
Iii. Hardware/IT Equipment for Project Titled "Digitization, Preservation & Modernization of Punjab Archives & Libraries wing, S&GAD".
iv. Hardware/IT Equipment for the Project titled "Prison Management Information System (PMIS) at 20 Jails of Punjab Phase-II" and "Elimination of Child & Bounded Labour".
v. Internet Bandwidth Connectivity Services under Framework Contract.
vi. Services of Caseflow Management System for CPC under the Project titled "Automation of Directorate of Consumer Protection Council & Its Field Offices".
vii. Services (Security Guards) for Citizen Facilitation and Service Centers under the Project titled "Establishment of Citizen Facilitation and Service Centers"

2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.

3. The tender document is available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1500** Hours on last date of submission of bids i.e. **28th March, 2019**, and bids shall be opened at **1530** hours on the same date, as per PPRA Rules, 2014.

5. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

Director (Development & Procurement)
Punjab Information Technology Board
13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
Ph: (042) 35880062, Fax (042) 99232123 Web: www.pitb.gov.pk

IPL-2072

Tender Document

Tender No. 212032019-1

PROVISIONING OF INTERNET BANDWIDTH CONNECTIVITY SERVICES UNDER FRAMEWORK CONTRACT

Punjab Information Technology Board (PITB)

11th Floor, Arfa Software Technology Park (ASTP),

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

Table of Contents

1. Invitation to Bid 5
2. Bidding Details (Instructions to Bidders) 6

TERMS AND CONDITIONS OF THE TENDER 8

3. Definitions 8
4. Headings and Titles 9
5. Notice 9
6. Tender Scope 9
7. Tender Eligibility/Qualification Criteria 10
8. Tender Cost 10
9. Joint Venture / Consortium 10
10. Examination of the Tender Document 10
11. Clarification of the Tender Document 10
12. Amendment of the Tender Document 11
13. Preparation / Submission of Tender 11
14. Tender Price 13
15. Bid Security (Earnest Money) 13
16. Tender Validity 14
17. Modification / Withdrawal of the Tender 14
18. Opening of the Tender 14
19. Clarification of the Tender 15
20. Determination of Responsiveness of the Bid (Tender) 15
21. Correction of errors / Amendment of Tender 15
22. TECHNICAL EVALUATION CRITERIA 15
23. FINANCIAL PROPOSAL EVALUATION 17
24. Rejection / Acceptance of the Bid 18
25. Award Criteria 18
26. Acceptance Letter 19
27. Performance Security 19
28. Redressal of grievances by the procuring agency 19

TERMS & CONDITIONS OF THE CONTRACT 20

29. Contract 24
30. Framework Contract Duration 24
31. Contract Documents and Information 24
32. Contract Language 24
33. Standards 24
34. Commercial Availability 24
35. Patent Right 24
36. Execution Schedule 24
37. Operation and Maintenance 24
38. Installation and Implementation ..... **Error! Bookmark not defined.**
39. Payment 25
40. Price 25
41. Contract Amendment 25
42. Assignment / Subcontract 25
43. Extensions in time for performance of obligations under the Contract 25
44. Liquidated Damages 25
45. Blacklisting 26
46. Forfeiture of Performance Security 26
47. Termination for Default 26
48. Termination for Insolvency 27
49. Termination for Convenience 27
50. Force Majeure 27
51. Dispute Resolution 27
52. Statutes and Regulations 28

53. Taxes and Duties 28
54. Contract Cost 28
55. The Client 28
56. Authorized Representative 28
57. Waiver 28
58. Special Stipulations 29
ANNEXURE-A 30
ANNEXURE-B 31
ANNEXURE-C 32
ANNEXURE-D 33
ANNEXURE-E 36
ANNEXURE-F 37
ANNEXURE-G 39
ANNEXURE-H ..... **Error! Bookmark not defined.**
ANNEXURE-I 40

Important Note:

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

Applicability of Punjab Procurement Rules, 2014

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20(ammended%20upto%2006.01.2016).pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at **www.pitb.gov.pk** and **www.ppra.punjab.gov.pk** and may be downloaded free of cost.

All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 1,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid.

1.3 Type of Open Competitive Bidding

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

(i) 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, publically at the 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

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

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box No.2, placed at reception of Punjab Information Technology Board, not later than 1**500 hours** on last date of submission of bids i.e. **28th March, 2019,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1530 hours** on**, 28th March, 2019**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **17th March, 2019**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a Pre-bid session at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore) at **1500 hours** on **19th March, 2019**.

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

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

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

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

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

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

Primary Contact

Farhan Ahmad
Programme Manager
Email: farhan@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Ali Raza
Programme Manager
Email: ali@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Secondary Contact

Sajjad Ghani
Director (IT Infrastructure)
Email: sajjad@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Muhammad Shaukat Qureshi
Joint Director (Procurement)
Email: muhammad.qureshi@pitb.gov.pk
13th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan

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

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.2 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.3 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.4 “Bidder” means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

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

3.7 "Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

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

3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.

3.10 "Day" means calendar day.

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

3.12 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.

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

3.14 "Prescribed" means prescribed in the Tender Document.

3.15 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.16 "Services" means the services provided / required under the clause (6).

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

3.18 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

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

5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

6. Tender Scope

6.1 Punjab Information Technology Board (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of connectivity & bandwidth at ASTP Data center, all districts and tehsils of Punjab (hereinafter referred to as “the Services”).

6.2 Project Scope

6.2.1 Punjab Information Technology Board invites / requests Proposals for the Provisioning of Connectivity Services including Internet bandwidth across Punjab, L2/L3 MPLS connectivity with unlimited data transfer and SCPC satellite connectivity.

6.2.2 Lots will be awarded on Framework Contract basis so that redundancy can be ensured on each site in order to get the best and optimized services for mission critical services. Contract will be awarded to the technically qualified bidder with lowest rate (base rate). Furthermore, business opportunity will be provided to two (2) other successful bidders (priority will be given in ascending order i.e. second lowest & third lowest bidders, however, if second and third lowest bidders do not match the base rate then opportunity shall be provided to next lowest bidders) to sign an agreement on the lowest quoted rate (base rate) and business will be provided as per following share:

Sr. #	Description	Bidders	% Share of Business
1	Single contractor	Lowest evaluated bidder	100%
2	Two Contractors (If any other service provider matches the rate of lowest bidder)	Lowest evaluated bidder	60%
3		Other bidder	40%
4	Three Contractors (If two other service providers match the rate of lowest bidder)	Lowest evaluated bidder	40%
5		Other two bidders	60% business to be distributed equally (30% each)

6.2.3 There must be provision of increasing the bandwidth to any desired higher value on demand for a limited time *[Applicable to LOT 1 & 2].*

6.2.4 Service provider will provide 99.99% uptime in SLA for aggregation and all other sites; otherwise penalty will be imposed as mentioned in the document *[Applicable to all LOTs].*

6.2.5 Service provider will be responsible to arrange/ provide passive equipment/ CPE for

the last mile connectivity to customer premises/ equipment (endpoint on Ethernet would be required) *[Applicable to all LOTs].*

6.2.6 Service provider should have support staff available in major cities of the Punjab.

6.2.7 Any civil work and related permission for lying of Cables/ towers/ equipment must be the responsibility of Service Provider.

6.2.8 Should have presence of its L2/L3 MPLS services available throughout Punjab *[Applicable to LOT 2].*

6.2.9 Availability of 24/7 Call Center Facility.

6.3 **Connectivity Media and other details**

Connectivity media and other requirements mentioned in the LOTs at Annex-A

7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder is a Bidder who:

7.1.1. has a registered/incorporated company/firm in Pakistan with relevant business experience of at least one (1) year as on;

7.1.2. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3. has valid Registration of Sales Tax & National Tax Number (NTN);

7.1.4. The bidder must have valid relevant licensing from PTA (Provide Document);

7.1.5. Has submitted bid for complete and relevant bid security against each lot separately. Non-compliance of the same shall cause rejection of the bid;

7.1.6. must be involved in Internet Services Business for at least one (01) year against each lot;

7.1.7. has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking), failing which will cause rejection of the bid;

7.1.8. has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.9. Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

7.1.10. Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.

a. Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

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

8. Tender Cost

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

9. Joint Venture / Consortium

Joint venture / consortium are not eligible for this tender.

10. Examination of the Tender Document

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

11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

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

12. Amendment of the Tender Document

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

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

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

13. Preparation / Submission of Tender

13.1 The Bidder is allowed to bid for any or all Lots separately.

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

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Technical Proposal shall comprise the following, **without quoting the price**:

13.6 Technical Proposal Form (**Annexure-B**)

- 13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) (**Annexure-G**)
- 13.6.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.6.3 Evidence of eligibility of the Bidder and the Services.
- 13.6.4 Evidence of conformity of the Services to the Tender Document
- 13.6.5 List of firm's major international and national clientele
- 13.6.6 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 13.6.7 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.6.8 Valid Registration Certificate for Income Tax & Sales Tax
- 13.6.9 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.7 The Financial Proposal shall comprise the following:

13.7.1 Financial Proposal Form (**Annexure-C**)

13.7.2 Price Schedule (**Annexure-D**)

13.7.3 Bid Security **(Earnest Money),** as per provisions of the clause Bid Security of this document

13.8 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender Name: [Name of Tender]
Tender No. **212032019-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.9 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name: [Name of Tender]
Tender No. **212032019-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.10 The Bidder shall follow the same process for the Financial Tender.

13.11 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name: [Name of Tender]
Tender No. **212032019-1**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.12 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name: [Name of Tender]

Tender No. **212032019-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.13 The Bidder shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

13.15 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

14. Tender Price

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.4 including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security (Earnest Money)

15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum as per the following table against each lot;

LOT #	Item	Bid Security
1	Internet Bandwidth (CIR) – Other Sites across Punjab	400,000
2	MPLS Connectivity L2/L3 (Unlimited data transfer)	650,000
3	Satellite SCPC Connectivity	150,000

15.1.2 denominated in Pak Rupees;

15.1.3 Separately against each Lot given in this Tender Document.

15.1.4 As part of financial bid envelope.

15.1.5 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser.

15.1.6 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or

15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.3 The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

17.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at **1530 hours** on the last date of submission of bids i.e. **28th March, 2019**, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

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

18.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

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

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. For each lot a substantially responsive Tender is one which:

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

20.1.2 meets the Technical Specifications for the Services against each lot;

20.1.3 meets the delivery period / point for the Services against each lot;

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

20.1.5 offers fixed price quotations for the Services against each Lot, whereby no optional offer / bid or price is allowed;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope against each lot;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;

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

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

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Bidder's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

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

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

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

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

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

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

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

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its

sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against each lot will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

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

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

Category	Description	Requirement/ Points
Legal (Mandatory)	Valid Income Tax Registration* Registered for at least one (1) year	Required
	Valid Sales Tax Registration (Status = Active with relevant authority)	Required
	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking).	Required
	Compliance to the services required under clause (6) i.e. Scope of Services & Annex-A, in this document	Required
	Availability of 24/7 NOC facility	Required
	Valid relevant licensing from PTA	Required

Lot#01

Category	Description	Requirement	Points
Financial Strength/ Experience	Annual turnover of last 01 year (Max points 100) (Verifiable through audited financial statements)	15 to 25 million	50 points
		25.1 to 35 million	75 points
		35.1 million and above	100 points
	Projects of similar nature that include Bandwidth connectivity services etc. during last two years (Max points 100) (Verifiable through relevant POs/ Contracts)	5 to 15 million	50 points
		15.1 to 25 million	75 points
		25.1 million and above	100 points

Lot#02

Category	Description	Requirement	Points
Financial Strength/ Experience	Annual turnover of last 01 year (Max points 100) (Verifiable through audited financial statements)	30 to 40 million	50 points
		40.1 to 50 million	75 points
		50.1 million and above	100 points
	Projects of similar nature that include Bandwidth connectivity services etc. during last two years (Max points 100) (Verifiable through relevant POs/ Contracts)	20 to 30 million	50 points
		30.1 to 40 million	75 points
		40.1 million and above	100 points

Lot # 3

Category	Description	Requirement	Points
Experience	Projects of similar nature that include Bandwidth connectivity services etc. during last two years (Max points 100) (Verifiable through relevant POs/ Contracts)	4.1 to 6.0 million	50 points
		6.1 to 8.0 million	75 points
		8.1 million and above	100 points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives against each lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant lot(s).

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase/ decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 Bid not submitted separately against each Lots and relevant bid security is not submitted against each Lots separately;
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Bidder refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Bidder has conflict of interest with the Purchaser; or
- 24.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Bidder fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the Bidder has been blacklisted by any public or private sector organization;
- 24.2.13 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14 the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.15 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.16 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

25.1. At first step, eligible bidder(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria against each lot will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each lot, irrespective of their score in the previous step.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each lot.

27. Performance Security

27.1 The successful Bidder/The Contractor against each lot, shall furnish Performance Security as under:

27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 Lot wise Performance Security (separate for each Lot, if the bidder is successful for more than one Lot) would be submitted by the bidder.

27.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

27.1.4 for a sum equivalent to 10% of the contract value;

27.1.5 denominated in Pak Rupees;

27.1.6 have a minimum validity period until the date of expiry of support period or termination of services, or fulfilment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill the obligations under the Contract;

27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

24.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

24.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

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

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

24.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

PROVISIONING OF INTERNET BANDWIDTH CONNECTIVITY SERVICES UNDER FRAMEWORK CONTRACT

[Name of Contractor]

Dated:

TABLE OF CONTENTS

I. Agreement
II. General Conditions of Contract
29. Contract
30. Contract Duration
31. Contract Documents and Information
32. Contract Language
33. Standards
34. Commercial Availability
35. Patent Right
36. Execution Schedule
37. Labeling
38. Delivery
39. Installation and Implementation
40. Site Preparation
41. Safety
42. Test Equipment and Tools
43. Inspection and Testing
44. Ownership of Goods and Replaced Components
45. Defects Liability Expiry Certificate
46. Payment
47. Price
48. Contract Amendment
49. Assignment / Subcontract
50. Extensions in time for performance of obligations under the Contract
51. Liquidated Damages
52. Blacklisting
53. Forfeiture of Performance Security
54. Termination for Default
55. Termination for Insolvency
56. Termination for Convenience
57. Force Majeure
58. Dispute Resolution
59. Statutes and Regulations
60. Taxes and Duties
61. Contract Cost
62. Authorized Representative
63. Waiver
64. Training
III. Technical Specifications

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Purchaser]** (the "Purchaser"), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

(a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain Services as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of the Services and remedying of defects / damage therein.

3. The following shall be deemed to form and be read and construct as part of this Contract:

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications
   f. Tender Form
   g. Price Schedule
   h. Affidavit(s)
   i. Authorized Dealership / Agency Certificate
   j. Performance Security
   k. Service Level Agreement (SLA) (if required)
   l. Non-Disclosure Agreement (if required)

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

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**	For **[full legal name of the Contractor]:**
Signature	Signature
Name	Name
Witnessed By:	Witnessed By:

WITNESSES

Signature _____	Signature _____
CNIC # _____	CNIC # _____
Name _____	Name _____
Designation_____	Designation _____
Address _____	Address _____

II. General Conditions of Draft Contract

29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

30. Framework Contract Duration

The Framework Contract duration shall initially be for the period of one (01) year, starting from the date of issuance of Letter of Acceptance and extendable up to three (03) years on yearly basis from the date of LOA, based on provisioning of satisfactory services / goods by the Contractor, needs, requirements and approved budgetary provisions of the Purchaser.

31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

33. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

34. Commercial Availability

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that similar Services shall have been rendered / delivered under two separate contracts by the service provider locally.

35. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

36. Execution Schedule

The Contractor shall start services as per the following table from issuance of Purchase Order(s) from PITB, subsequent to the issuance of Letter of Acceptance (LOA) / signing of contract.

LOT#	Item	Duration (Days)
1	Internet Bandwidth (CIR) – Other Sites across Punjab	28
2	MPLS Connectivity L2/L3 (Unlimited data transfer)	28
3	Satellite SCPC Connectivity	28

37. Operation and Maintenance

The Contractor shall be responsible for the continuous operational capability and maintenance of the entire system, 24/7, without disruption to either service or performance, during the contract period.

38. Payment

38.1 The Contractor shall provide all necessary supporting documents along with invoice.

38.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

38.3 The Purchaser shall get verified the details of Services delivered against the invoice from the concerned Technical Team of PITB and Payment shall be made on actual basis against services provided and after issuance of satisfactory certificate by PITB, as per details given in relevant Letter of Acceptance / relevant Purchase Order(s).

38.4 Contractor will provide web portal against the services provided showing uptime, utilization, location and size of bandwidth.

38.5 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

38.6 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

38.7 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. Letter of Acceptance (LOA) till termination of the signed contract in this regard.

39. Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

40. Contract Amendment

40.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

40.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

40.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

40.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

41. Assignment / Subcontract

41.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

41.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

42. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

43. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and

conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money as per below mentioned clauses from 44.1 to 44.5.

44.1 If Up Time is up to 99.99% per month, no penalty will be imposed.

44.2 If Up Time between 99.50% to 99.98% per month, penalty will be imposed at the rate of 20% of monthly charge for that specific site.

44.3 If Up Time between 99.00 % to 99.49 % per month, penalty will be imposed at the rate of 30% of monthly charge for that specific site.

44.4 If Up Time between 98.00 % to 98.99 % per month, penalty will be imposed at the rate of 40% of monthly charge for that specific site.

44.5 If Up Time decreases from 97.99 % per month, penalty will be imposed at the rate of 50% of monthly charges for that specific site, In addition 2% penalty per day of down time will be imposed on the total aggregated invoice of that month, provided that the amount so deducted shall not exceed in the aggregate 50% of the total contract price.

44. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

45. Forfeiture of Performance Security

45.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

45.1.1 If the Contractor commits a default under the Contract;

45.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

45.1.3 If the Contractor violates any of the terms and conditions of the Contract.

45.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

45.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

45.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

46. Termination for Default

46.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

46.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor

shall continue performance of the Contract to the extent not terminated.

47. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

48. Termination for Convenience

48.1 Any of the parties may, at any time, by written notice served on the other party, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

48.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

48.2.1 to have any portion thereof completed and delivered; and/or

48.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

49. Force Majeure

49.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

49.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

49.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

49.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

49.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

50. Dispute Resolution

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

50.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the

Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

51. Statutes and Regulations

51.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

51.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

51.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

52. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

53. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

54. The Client

54.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

55.1 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

55.2 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner

55. Authorized Representative

55.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

55.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

55.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

55.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

55.5 Notwithstanding Clause 55.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

55.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

56. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

57. Special Stipulations

<table>
<tr><td colspan="2">SCHEDULE-A, SPECIAL STIPULATIONS</td></tr>
<tr><td colspan="2">For ease of Reference, certain special stipulations are as under:</td></tr>
<tr><td>Bid Security (Earnest Money)</td><td>The Contractor shall furnish the Bid Security (earnest Money) as under:
Separately against each lot; in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; denominated in Pak Rupees; for amounts as mentioned in following table against different lots;
<table>
<tr><th>LOT #</th><th>Item</th><th>Bid Security</th></tr>
<tr><td>1</td><td>Internet Bandwidth (CIR) – Other Sites across Punjab</td><td>400,000</td></tr>
<tr><td>2</td><td>MPLS Connectivity L2/L3 (Unlimited data transfer)</td><td>650,000</td></tr>
<tr><td>3</td><td>Satellite SCPC Connectivity</td><td>150,000</td></tr>
</table></td></tr>
<tr><td>Performance Security</td><td>The successful Contractor shall furnish Performance Security as under:
within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to 10% of the total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u></td></tr>
<tr><td>Delivery of Services</td><td>The Contractor shall start services as per the following table from issuance of Purchase Order(s) from PITB, subsequent to the issuance of Letter of Acceptance (LOA) / signing of contract:
<table>
<tr><th>LOT #</th><th>Item</th><th>Duration* (days)</th></tr>
<tr><td>1</td><td>Internet Bandwidth (CIR) – Other Sites across Punjab</td><td>28</td></tr>
<tr><td>2</td><td>MPLS Connectivity L2/L3 (Unlimited data transfer)</td><td>28</td></tr>
<tr><td>3</td><td>Satellite SCPC Connectivity</td><td>28</td></tr>
</table></td></tr>
<tr><td>Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor</td><td>If the Contractor fails / delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money as per below mentioned clauses (applicable to all Lots)
a) If Up Time is up to 99.99% per month, no penalty will be imposed.
b) If Up Time between 99.50% to 99.98% per month, penalty will be imposed at the rate of 20% of monthly charge for that specific site.
c) If Up Time between 99.00 % to 99.49 % per month, penalty will be imposed at the rate of 30% of monthly charge for that specific site.
d) If Up Time between 98.00 % to 98.99 % per month, penalty will be imposed at the rate of 40% of monthly charge for that specific site.
e) If Up Time decreases from 97.99 % per month, penalty will be imposed at the rate of 50% of monthly charges for that specific site, In addition 2% penalty per day of down time will be imposed on the total aggregated invoice of that month, provided that the amount so deducted shall not exceed in the aggregate 50% of the total contract price.</td></tr>
</table>

ANNEXURE-A

TECHNICAL SPECIFICATIONS

LOT # 1

INTERNET BANDWIDTH (CIR) – OTHER SITES ACROSS PUNJAB
Internet connectivity on other sites across Punjab only on Fiber Optic/ Wireless. • Internet ping response RTT should be < 80 ms • Must have own DDos protection. • Must have broadcast control • Complete NMS for the link utilization • Must have capability to provide up to 50Mbps circuit on any site (where required) • 4 usable live IPs pool of class C for each site • Providers team must be able to provide 24x7 technical support

LOT # 2

MPLS CONNECTIVITY (L2/L3) (UNLIMITED DATA TRANSFER)
a. **Aggregation Site**: (ASTP Datacenter, Lahore) with backup redundant link (auto failover), both primary and backup links must be on Fiber Optic with separate ring from different paths. **Note:** Hardware installed for the aggregation Link should be capable to support up-to 500Mbps traffic **b. Other sites across Punjab:** Redundant Link (auto failover): on fiber optic/ wireless c. Complete NMS for the link utilization d. Data Volume: Unlimited/ month e. L2 or L3 as per client requirements

LOT # 3

SATELLITE SCPC CONNECTIVITY
2 Mbps Up / 2 Mbps Down (Full Duplex) over KU Band. Non Hub based, including redundant Backhaul from Earth station to ASTP Data center (any satellite with strong footprint in Pakistan).

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of Purchaser) _

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _ (Name and address of Purchaser) _

Dear Sir,

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

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

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

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

ANNEXURE-D

Price Schedule/ Financial Cost Sheet (separately for each lot)

(LOT # 1)

The table is to be read in conjunction with the notes written below and Clause 6 mentioning the Scope. Connectivity and other Services Charges

SR #	ITEM	QTY (Mbps) (1)	Price per unit (Incl. all Tax) if applicable PKR (2)	Total Rate/Year (incl. taxes) 3=(1*2)x12
1	Internet Bandwidth (CIR) – Other Sites across Punjab*	400		
Total Bid Cost				**X**

Note:

I. TOTAL BID PRICE=X: This will determine the total bid cost for all items under each Lot.
II. Prices must be quoted for all items required under each lot.
III. Volumes indicated are for calculations only. Actual deployment will be on need basis.
IV. Contractor will provide web portal against the services provided showing uptime, utilization, location and size of bandwidth.
V. The purchaser is in no way bound to purchase in number equal to, less than or greater than the units and volumes given in above table.
VI. The price quoted must be inclusive of all taxes per applicable laws.
VII. * unit rate includes OTC (one time cost)
VIII. Sites list is attached at Annex-I

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Duly authority by

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

Price Schedule/ Financial Cost Sheet (LOT #2)

The table is to be read in conjunction with the notes written below and Clause 6 mentioning the Scope. Connectivity and other Services Charges

SR #	ITEM	SITE	QTY (Mbps/ Month) (1)	Price per unit (Incl. all Tax) if applicable PKR (2)	Total Rate/Year (incl. taxes) 3=(1*2)x12
1	MPLS Connectivity (L2/L3) (Unlimited data transfer)	For Aggregation Site (fully redundant with auto failover) Note: Hardware installed for the aggregation Link should be capable to support up-to 500Mbps traffic	300		
		Other Sites Across Punjab (Redundant Link with auto failover) Note: Sites list with initial bandwidth requirements is attached at Annex-Sites	550		
Total Bid Cost					**X**

Note:

I. TOTAL BID PRICE=X: This will determine the total bid cost for all items under each Lot.
II. Prices must be quoted for all items required under each lot.
III. Volumes indicated are for calculations only. Actual deployment will be on need basis.
IV. Contractor will provide web portal against the services provided showing uptime, utilization, location and size of bandwidth.
V. The purchaser is in no way bound to purchase in number equal to, less than or greater than the units and volumes given in above table.
VI. The price quoted must be inclusive of all taxes per applicable laws.
VII. * unit rate includes OTC (one time cost)
VIII. Sites list is attached at Annex-I

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Duly authority by

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

Price Schedule/ Financial Cost Sheet (LOT #3)

The table is to be read in conjunction with the notes written below and Clause 6 mentioning the Scope. Connectivity and other Services Charges

SR #	ITEM	QTY (1)	Price per unit (Incl. all Tax) if applicable PKR (2)	Total Rate/Year (incl. taxes) 3=(1*2)x12
1	Satellite SCPC Connectivity 2 Mbps Up / 2 Mbps Down (Full Duplex) over KU Band (any satellite with strong footprint in Pakistan)	1		
Total Bid Cost				**X**

Note:

I. TOTAL BID PRICE=X: This will determine the total bid cost for all items under each Lot.
II. Prices must be quoted for all items required under each lot.
III. Volumes indicated are for calculations only. Actual deployment will be on need basis.
IV. Contractor will provide web portal against the services provided showing uptime, utilization, location and size of bandwidth.
V. The purchaser is in no way bound to purchase in number equal to, less than or greater than the units and volumes given in above table.
VI. The price quoted must be inclusive of all taxes per applicable laws.

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Duly authority by

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

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchase Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to render the Services against Tender Name. _____, Tender No._____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs._____(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this _____day of 2019.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

	City	Site Name	Office	Site Address	BW	GPS Coordinates
1	Attock	Attock	DC	Kamra Rd, Kamal Pur Syedan, Attock,	3	33.7731898,72.36157860000003
2	Attock	Attock	DPO	Kamra Rd, Kamal Pur Syedan, Attock,	3	33.7736377,72.36161040000002
3	Bahawalnagar	Bahawalnagar	DC	DC Office Bahawalnagar, DC Office Road, Bahawalnagar District	3	30.011089, 73.255732
4	Bahawalnagar	Bahawalnagar	DPO	DPO Office, Satluj Park Road, Pakistan	3	30.000393, 73.259519
5	Bahawalpur	Bahawalpur	Commissioner	Commissioner office near DC Chowk Bahawalpur	4	29.392417,71.691377
6	Bahawalpur	Bahawalpur	RPO	Rpo Office near S.E college Road Bahawalpur	3	29.39805,71.68694
7	Bhakkar	Bhakkar	DC	Kutchery Road,Bhakkar,Punjab	3	31.616794 71.079702
8	Bhakkar	Bhakkar	DPO	Kutchery Road,Bhakkar,Punjab	3	31.617975 71.079699
9	Chakwal	Chakwal	DC	Chakwal District Complex, Chakwal-Talagang Road, Punjab, Pakistan	3	32.925277,72.805482
10	Chakwal	Chakwal	DPO	Chakwal District Complex, Chakwal-Talagang Road, Punjab, Pakistan	3	32.926671,72.80557
11	Chiniot	Chiniot	DC	DC Office Jhang Road Chiniot	3	31.719788,72.9891803
12	Chiniot	Chiniot	DPO	DPO Office Jhang Road Chiniot	3	31.720052,72.989742
13	DG Khan	DG Khan	Commissioner	Commissioner Office Complex Katchery Road D. G. Khan	4	30.051573,70.631668
14	DG Khan	DG Khan	RPO	Regional Police Office Katchery Road D. G. Khan	3	30.052278,70.631391
15	Faisalabad	Faisalabad	Commissioner	Commissioner Office Race Course Road Faisalabad	4	31.430563, 73.088091
16	Faisalabad	Faisalabad	RPO	RPO Office University Road Faisalabad	3	31.425805,73.078916
17	Gujranwala	Gujranwala	Commissioner	Hospital Rd, Civil Lines, Gujranwala	4	32.174458,74.194986
18	Gujranwala	Gujranwala	RPO	DC Rd, Civil Lines, Gujranwala	3	32.175474,74.194628
19	Gujrat	Gujrat	DC	Court Area, Gujrat, Punjab, Pakistan	3	32.585478,74.078282
20	Gujrat	Gujrat	DPO	Court Area, Gujrat,	3	32.586054, 74.07938
21	Hafizabad	Hafizabad	DC	District Complex Deputy Commissioner office Hafizabad	3	32.0705199, 73.7147923
22	Hafizabad	Hafizabad	DPO	Gujranwala Road,Jinnah Chowk,DPO Office Hafizabad	3	32.073556, 73.715528
23	Jhang	Jhang	DC	DC Office Kachehry Road Jhang	3	31.2698894,72.3238981
24	Jhang	Jhang	DPO	DPO Office Kachehry Road Jhang	3	31.2711831,72.324344
25	Jhelum	Jhelum	DC	DC office kechery road civil line jhelum.	3	32°56'36.2"N 73°44'22.2"E
26	Jhelum	Jhelum	DPO	Dpo office kechery road civil line jhelum.	3	32°56'35.4"N 73°44'19.9"E
27	Kasur	Kasur	DC	DCO Office Kasur, District Kasur	3	31.1157328,74.4676012
28	Kasur	Kasur	DPO	DPO Office Kasur, District Kasur	3	31.1132416,74.4682236
29	Khanewal	Khanewal	DC	DC Offcie Khanewal, near S.P Chowk	3	30.301672,71.929037
30	Khanewal	Khanewal	DPO	DPO Office Khanewal, Govt. School Road	3	30.3021771,71.92577720000008
31	Khushab	Khushab	DC	Jauharabad Rd,Khushab,Punjab	3	32.29437 72.281156
32	Khushab	Khushab	DPO	Jauharabad Rd,Khushab,Punjab	3	32.293799 72.283195
33	Lahore	CCPO Lahore	CCPO	Queen's road, charing cross, Lahore	4	31.558048, 74.323865
34	Lahore	SP Civil Lines-2	CCPO Office	Queen's road, charing cross, Lahore	0	31.576012, 74.307552
35	Lahore	CS Office	Civil Secretariat	Lower Mall punjab civil secretariat Lahore near MAO College.	4	31.567704, 74.301754
36	Lahore	S&GAD(Comt.Room)	Civil Secretariat	Lower Mall punjab civil secretariat Lahore near MAO College.	8	31.567995, 74.302665
37	Lahore	7-Club	CM Secretariat	7-Club Road GOR-1, Lahore	4	31.547213, 74.339867
38	Lahore	IG Office	CPO	Nabha Road, near old anarkali, Lahore	4	31.565207, 74.306388
39	Lahore	CS Camp Office 9-Akmon	CS Camp Office	9-Aikman Road GOR-1, Lahore	4	31.543280, 74.345545
40	Lahore	SP/CRO	DIG Invs. Qila Gujjar Singh	Qila Gujjar Singh, Lahore, Punjab 54000, Pakistan	2	31.5675792,74.33015320000004
41	Lahore	DIG Operation	DIG Operation	Shakh Abdul Qadir Jilani road, Lahore	3	31.573865, 74.303637
42	Lahore	IG Camp Office	IGP Camp Office	24-Aikman Road GOR-1, Lahore	3	31.543167, 74.346714
43	Lahore	SP Iqbal Town (Operation)	New Muslim Town	Police Station Muslim town, Ayubia market, Block A New Muslim Town, Lahore, Punjab, Pakistan	2	31.5115052,74.31338759999994
44	Lahore	P&D Deptt.	P&D	Nabha Road, Lower Mall, front of Special Br Lahore	4	31.566523, 74.304188
45	Lahore	SP Sadar	PS Green Town	Chaudhry, Rahmat Ali Rd, Sector C2 Block 2 Sector 1 Township, Lahore, Punjab 54000, Pakistan	2	31.43849772726537,74.29788323119283
46	Lahore	SP Model Town	PS Gulberg	10 Mian Mehmood Ali Kasoori Rd, Industrial Area Industrial Plots, Lahore, Punjab, Pakistan	2	31.5068737,74.3581044
47	Lahore	SP/AVLS	PS Gulberg	73 Sir Syed Rd, Block D1 Block D 1 Gulberg III, Lahore, Punjab, Pakistan	2	31.51119854018923,74.34275507926941
48	Lahore	SP City	PS Lower Mall	PS Lower Mall at Lower Mall Road near Saleem Model High School near Urdu Bazar, Lahore	2	Latitude: 31.576012 Longitude: 74.307552
49	Lahore	SP Civil Lines	PS Mugal Pura	47 مغلپورہ روڈ Railway Housing Scheme Mughalpura, Lahore, Punjab, Pakistan	0	31.5681014,74.35722020000003
50	Lahore	SP Cantt	PS Sarwar Road	Sarwar Rd, Cantt, Lahore, Punjab, Pakistan	2	31.5257855,74.37602079999999
51	Lahore	SP/CIA	Qila Gujjar Singh	Qila Gujjar Singh, Lahore, Punjab 54000, Pakistan	0	31.5675792,74.33015320000004
52	Lahore	Sheikhupura	RPO	Opposite Gate No.1 Police Training College Chuhang, Lahore	3	31.427296, 74.182936
53	Lahore	Special Branch (AIG)	Special Branch	Nabha Road, front of P&D, Lahore		31.567412, 74.304921
54	Layyah	Layyah	DC	Deputy Commissioner Office Layyah kechehri Road Layyah	3	30.983973, 70.964048
55	Layyah	Layyah	DPO	District Police Office Layyah kechehri Road Layyah	3	30.985207, 70.964150
56	Lodhran	Lodhran	DC	DC Office Lodhran near Ghosia Chowk, Bahawalpur Road	3	29.537891,71.628491
57	Lodhran	Lodhran	DPO	DPO Office, Bahawalpur Road, Lodhran	3	29.53132760256871,71.63162112236023
58	Mandi Bahaudin	Mandi Bahaudin	DC	Main Road MB.Din	3	32.542909, 73.479854
59	Mandi Bahaudin	Mandi Bahaudin	DPO	Main Road MB.Din	3	32.543445, 73.483558
60	Mianwali	Mianwali	DC	DC Office, Mianwali Multan(MM) Road, near Jahaz Chowk, Mianwali City	3	32.5840033, 71.5457501
61	Mianwali	Mianwali	DPO	DPO Office, Mianwali Multan(MM) Road,near Jahaz Chowk, Mianwali City	3	32.5845085,71.5459763
62	Multan	Multan	Commissioner	Commissioner Office, Kachehri Complex, kachehri Chowk, LMQ Road, Multan	4	30.206089,71.459164

				Multan		
63	Multan	Multan	RPO	RPO Office Multan, Qasim Road Multan	3	30.1877157,71.42714439999997
64	Muzaffargarh	Muzaffargarh	DC	Deputy Commissioner Office Sardar Kaurey Khan Road Muzaffargarh	3	30.075800,71.190773
65	Muzaffargarh	Muzaffargarh	DPO	District Police Office Railway Road Muzaffargarh	3	30.076339,71.191868
66	Nankana Sb	Nankana Sb	DC	DC Office, Nankana Sahib,KACHEHRY ROAD	3	N 31 26 54.0384 E 73 41 50.9028
67	Nankana Sb	Nankana Sb	DPO	DPO Office Nankana Sahib,KACHEHRY ROAD	3	N 31 27 6.7428 E 73 41 52.8612
68	Narowal	Narowal	DC	District Complex Shakargarh Road, Narowal	3	32.097168,74.893984
69	Narowal	Narowal	DPO	District Police office Near,Old kechehry Narowal	3	32.096819, 74.867561
70	Okara	Okara	DC	DC Office New District Complex Okara	3	30.8006185 73.425749
71	Okara	Okara	DPO	DPO Office New District Complex Okara	3	30.7990672 73.42741330000001
72	Pakpattan	Pakpattan	DC	DC office canal colony, Pakpattan	3	30.362157, 73.381905
73	Pakpattan	Pakpattan	DPO	DPO office canal colony, Pakpattan	3	30.360676, 73.382196
74	Rahim Yar Khan	Rahim Yar Khan	DC	Shahi Road Rahim yar khan	3	28.422773,70.318505
75	Rahim Yar Khan	Rahim Yar Khan	DPO	Church Road opposite sun city hotel rahim yar khan	3	28.422609,70.321204
76	Rajanpur	Rajanpur	DC	Waris Mir Road, DC, Complex Office Rajanpur	3	29.106543, 70.327612
77	Rajanpur	Rajanpur	DPO	Waris Mir Road, DPO Office Rajanpur District,	3	70.328011, 70.328011
78	Rawalpindi	Rawalpindi	Commissioner	Katchery Chowk,, Lalazar, Rawalpindi, Punjab 46000	4	33.5837553,73.0666043
79	Rawalpindi	Rawalpindi	RPO	Tufail Rd, Lalkurti, Rawalpindi,	3	33.5844133,73.05879019999998
80	Sahiwal	Sahiwal	Commissioner	Commissioner Office Farid Town Road, Sahiwal	4	30.667156, 73.095395
81	Sahiwal	Sahiwal	RPO	RPO Office near Jinnah Library, Sahiwal	3	30.659116, 73.097571
82	Sargodha	Sargodha	Commissioner	Session Rd,Sargodha,Punjab	4	32.078298 72.668752
83	Sargodha	Sargodha	RPO	Jail Road,Sargodha,Punjab	3	32.070808 72.66903
84	Sheikhupura	Sheikhupura	DC	Lahore- Sargodha Road, Kachehry	3	N31.715668, E73.968788
85	Sheikhupura	Sheikhupura	DPO	Lahore- Sargodha Road, SP Chowk Skp	3	N31.715178, E73.9867619
86	Sialkot	Sialkot	DC	Kachehri Rd, Sialkot, Punjab, Pakistan	3	32.5049278,74.5341167
87	Sialkot	Sialkot	DPO	Kachehri Rd, Sialkot, Punjab, Pakistan	3	32.50395975836341, 74.53428089618683
88	TT Singh	TT Singh	DC	DC Office Rajana Road Toba Tek Singh	3	30.967242, 72.487072
89	TT Singh	TT Singh	DPO	DPO Office Rajana Road Toba Tek Singh	3	30.9679414,72.484778
90	Vehari	Vehari	DC	DC Complex, Multan Road, Vehari	3	30.050012°, 72.357213°
91	Vehari	Vehari	DPO	IT Centre Police Line ,Behind Judicial Complex, Multan Road, Vehari	3	30.052753°, 72.355786°

Note: The above data is for understanding / reference and services may be required at other sites across Punjab as per needs & requirements.