



# Tender Notice

## For Provisioning of (CIR) Internet Bandwidth Services For Lahore Knowledge Park Company

The Lahore Knowledge Park Company (LKPC) is a Public Sector Organization registered with the SECP u/s 42 (not-for-profit) of the Companies Act 2017.

LKPC invites sealed proposals (Technical + Financial) under PPR Rules, 2014 from reputed firms/companies/individuals, registered with Sales Tax & Income Tax departments and have valid license for provisioning of (CIR) Bandwidth Internet services from concerned authorities.

S. Nos.	Description of Services	Estimated Price	Specifications/Quantity
1	Provisioning of (CIR) Internet Bandwidth Services	950,000/-	As per Bidding Document

### Bidding Document (TORs):

Interested eligible bidders may get the Bidding Document (TORs) immediately after the publication of this tender on submission of written application along with tender fee of Rs. 1,000/- (non-refundable) in the form of "CDR, Bank Draft, or Pay order" in favor of "Lahore Knowledge Park Company", during working hours from the address given below.

### Bid Opening Date, Time & Venue:

Submission of Bids: October 23, 2023 at 11:00 AM  
 Opening of Bids: October 23, 2023 at 11:30 AM  
 Venue: Lahore Knowledge Park Company  
 15- Abu Bakar Block, New Garden Town, Lahore

### TERMS AND CONDITIONS

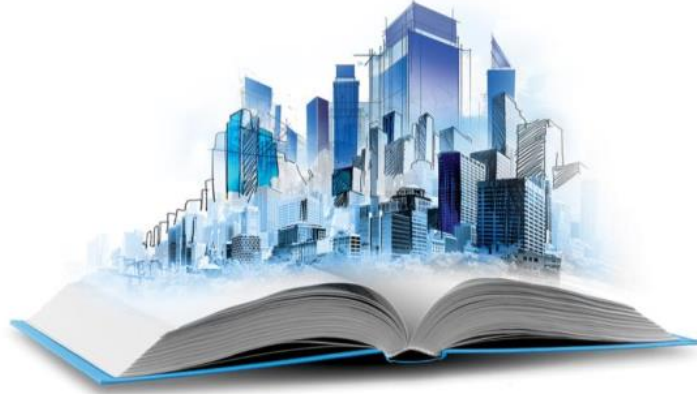
- As per Punjab Procurement Rules-2014. Rule 38 (1) single stage one envelope bidding procedure will be applicable.
- Tenders received after the due date & time will not be brought under consideration.
- Proposals must contain Bid Security @ Rs. 20,000/- (which is not exceeding 5% of the Estimated Price) in shape of CDR, Bank Draft, or Pay Order equivalent to in favor of "Lahore Knowledge Park Company", without which the offer shall be rejected being non-responsive.
- Initially, the firm/company will be award the contract for the period of one year but can be renewed on satisfactory performance for another two (02) years on annual basis with the approval of the Competent Authority of LKPC.
- Bids received after the due date & time will not be brought under consideration.
- The procuring agency (LKPC) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR Rules 2014.
- The Financial Bid shall be considered as inclusive of all applicable taxes.

For any information & Submission of bids, please contact Manager Admin & Procurement on the address and contact detail given below.



**Manager Admin & Procurement**  
 Lahore Knowledge Park Company  
 15-Abu Bakar Block, New Garden Town, Lahore, Pakistan.  
 Tel: 042 99233332  
 Cell: 0300-4648128  
 Email: [sohail@lkpc.com.pk](mailto:sohail@lkpc.com.pk)

**Lahore  
Knowledge  
Park**



## **Tender Document**

**Tender No. LKPC/PRO/TNI/20230926/003**

# **PROVISIONING OF (CIR) INTERNET BANDWIDTH AT LKPC OFFICE WITH WIRELESS BACKUP LINK**

Issue Date: October 04, 2023

Closing Date: October 23, 2023



**Lahore Knowledge Park Company (LKPC)**

Higher Education Department

Government of the Punjab

15-Abu Bakar Block, New Garden Town, Lahore.

[www.lkpc.com.pk](http://www.lkpc.com.pk); [sohail@lkpc.com.pk](mailto:sohail@lkpc.com.pk); 042-99233332, 99233337

## Table of Contents

<b>1. Invitation to Bid .....</b>	<b>5</b>
<b>2. Introduction .....</b>	<b>6</b>
<b>3. Tender Specific Instruction for Bidders .....</b>	<b>6</b>
<b>3.1 Procedure for Selection of Contractor/Bidder .....</b>	<b>6</b>
<b>3.2 Bid Security .....</b>	<b>7</b>
<b>3.3 Evaluation of Bids.....</b>	<b>7</b>
<b>3.4 Payments .....</b>	<b>7</b>
<b>3.5 Sign and Stamp .....</b>	<b>7</b>
<b>4. Instructions to Bidders .....</b>	<b>7</b>
<b>4.1 Scope.....</b>	<b>7</b>
<b>4.2 Eligible Bidder.....</b>	<b>8</b>
<b>4.3 Cost of Bidding .....</b>	<b>8</b>
<b>4.4 Joint Ventures .....</b>	<b>8</b>
<b>4.5 Assurance.....</b>	<b>8</b>
<b>5. Terms and Conditions of the Tender .....</b>	<b>9</b>
5.1 Definitions .....	9
5.2 Headings and Titles .....	10
5.3 Notices .....	10
5.4 Tender Scope .....	10
5.5 Tender Eligibility (Mandatory) and Technical Evaluation Criteria .....	11
5.5.1 Financial Proposal Evaluation .....	11
5.6 Tender Cost .....	12
5.7 Examination of the Bidding Documents .....	12
5.8 Clarification of the Bidding Documents.....	12
5.9 Amendments of the Bidding Documents.....	12
5.10 Preparation / Submission of Proposal/Tender .....	13
5.11 Tender Price .....	14
5.12 Bid Security (Earnest Money) .....	14
5.13 Tender Validity .....	15
5.14 Modification / Withdrawal of the Tender .....	15
5.15 Opening of the Tender/Bid.....	15
5.15 Clarification of the Tender.....	16
5.16 Determination of Responsiveness of the Bid/Tender .....	16
5.16 Correction of Error / Amendment of Tender .....	17



<b>5.18 Rejection / Acceptance of the Bid .....</b>	<b>17</b>
<b>5.19 Award Criteria .....</b>	<b>18</b>
<b>5.20 Acceptance of Bid and Award .....</b>	<b>18</b>
<b>5.21 Procuring Agency's Right to vary Quantities at the Time of Award .....</b>	<b>19</b>
<b>5.22 Signing of Contract/Award of Contract .....</b>	<b>19</b>
<b>5.23 Performance Security .....</b>	<b>19</b>
<b>5.24 Redressal of Grievances by the Procuring Agency .....</b>	<b>20</b>
<b>Annex-A: Scope of Work .....</b>	<b>21</b>
<b>Annex-B: Data Sheet .....</b>	<b>22</b>
<b>Annex-C: Proposal Submission Form.....</b>	<b>24</b>
<b>Annex-D: Financial Proposal Submission Form.....</b>	<b>25</b>
<b>Annex-E: Power of Attorney .....</b>	<b>27</b>
<b>Annex-F: Undertaking.....</b>	<b>28</b>
<b>Annex-G: Affidavit (Integrity Pact) .....</b>	<b>29</b>
<b>Annex-H: Bid Security Form.....</b>	<b>30</b>
<b>Annex-J: Performance Security (Bank Guarantee) .....</b>	<b>31</b>
<b>Annex-K: General Conditions of Draft Contract .....</b>	<b>32</b>

**Important Note:**

*This tender document is prepared by the Lahore Knowledge Park Company within the laws, rules of Punjab Procurement Rules, 2014 (PPR-2014), in case of any conflict, the PPR-2014 shall prevail.*

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

*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

**Invitation to Bid  
For  
HIRING OF SERVICES FOR PROVISIONING OF (CIR) INTERNET BANDWIDTH AT LKPC OFFICE WITH  
WIRELESS BACKUP LINK**

Ref: LKPC/PRO/20230926/003

Sealed Bids are invited from well reputed Firms / Sole Proprietor / companies having NTN & PTA for **“Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link”**.

Interested eligible bidders may get the Bidding Documents from LKPC website [www.lkpc.com.pk](http://www.lkpc.com.pk) with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and [www.lkpc.com.pk](http://www.lkpc.com.pk).

For participation, original receipt of deposit fee Rs. 1,000/- (non-refundable) under Account head “Lahore Knowledge Park Company” to be submitted with bids/Proposal.

The **Single Stage Single Envelope** bidding procedure shall be applied. Bids must be delivered to the address below at or before October 23, 2023. Late bids shall be rejected. The bids shall be opened on the same date at 11:30 AM in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security Rs. 20,000/- in the form of CDR / Demand Draft / Pay Order in favor of Lahore Knowledge Park Company. Original bid security to be attached with the Financial proposal, without this, the offer shall be rejected being non-responsive. Whereas photocopy of CDR/Demand Draft/Pay Order must be attached with the technical bid.

LKPC will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

**Mr. Sohail Haroon**

Manager, Admin. & Procurement

15-Abubakar Block, New Garden Town, Lahore.

Tel: 042-99233332, 0300-4648128

Email: [sohail@lkpc.com.pk](mailto:sohail@lkpc.com.pk)

## 2. Introduction

Lahore Knowledge Park Company (LKPC) is a public sector organization, registered under section 42 of Companies Act, 2014 as not-for-profit organization working under Higher Education Department, Government of the Punjab.

LKPC is mandated to develop a Lahore Knowledge Park on an area of 796 acres of land allocated by the Government of the Punjab. LKPC has developed the Concept Master Plan and Business Viability Study on allocated of land, thereafter, the detailed Master Plan of the Lahore Knowledge Park was also developed.

The Lahore Knowledge Park is a flagship project of the Government of the Punjab for establishing international universities in the Lahore Knowledge Park. The components of the Master Plan are as follows: -

- a) Academic institutions
- b) Research Centers
- c) Incubation & Entrepreneurship Centers
- d) ICT Companies
- e) Training Centers
- f) Common Facilities (parks, convention center, sports complex, residents for students/faculty/business executives and local markets etc.)

With regards to the Infrastructure Development in the Lahore Knowledge Park, the LKPC has completed the construction of Boundary Wall, Front Entrances, Security Road and Watch Towers. The remaining Infrastructure Development in the Lahore Knowledge Park i.e. Road Network, Dry Utilities, Sewerage & Water Supply, Sui Gas and Electrification are in process.

## 3. Tender Specific Instruction for Bidders

### 3.1 Procedure for Selection of Contractor/Bidder

As per Rule 12 of PPR-2014, this Tender is being placed online at PPRA's website and LKPC's website. As per Rule 38 (1) of PPR-2014, the single stage one envelope bidding procedure shall be the main open competitive bidding procedure, therefore, the bid shall be submitted in a single package consisting of one envelope. The outer envelope shall be marked as, **"Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link.**

The procuring agency shall evaluate the proposal in the manner prescribed in the data sheet, during the evaluation no amendments in the technical proposal shall be permitted. The technically qualified as well as the lowest evaluated bidder shall be awarded the contract.

### 3.2 Bid Security

Each bidder will submit Bid Security of **Rs. 20,000/-** (which is not exceeding 5% of the estimated price) along with the bid in the form of CDR/Demand Draft/ Pay Order in favor of Lahore Knowledge Park Company.

### 3.3 Evaluation of Bids

Bids will be evaluated on the basis of technical evaluation criteria and lowest rate basis. The procuring agency shall sign the contract with technically qualified as well as lowest bidder.

### 3.4 Payments

Payments will be made against delivered Services/Items only. The payment will be made within 30 days after invoice submission as per Rule 62, PPR-2014.

### 3.5 Sign and Stamp

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit along with the bid.

## 4. Instructions to Bidders

### 4.1 Scope

The Client wishes to receive Bids for **“Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link”** as specified in Technical Specifications attached hereto. The Successful bidder shall be an independent Service Provider liable and able to provide all the Services including transportation of the material to the head office and sites. All arrangements will be the responsibility of the successful bidder.

The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

The bidder shall submit bid 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 / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because 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 Client 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 Client.

## 4.2 Eligible Bidder

- 4.2.1 Eligible Bidder is a Bidder who:
- 4.2.2 has a registered/incorporated company/firm in Pakistan with relevant business experience of at least five (5) year;
- 4.2.3 must be involved in Internet Services Business for at least three (03) year;
- 4.2.4 has valid Registration of Sales Tax & National Tax Number (NTN);
- 4.2.5 The bidder must have valid relevant licensing from PTA (Provide Document);
- 4.2.6 Has submitted bid for complete lot and relevant bid security. Non-compliance of the same shall cause rejection of the bid;
- 4.2.7 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;
- 4.2.8 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
- 4.2.9 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

***NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification.***

## 4.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

## 4.4 Joint Ventures

Joint venture (JV) is not allowed in this tender.

## 4.5 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

## 5. Terms and Conditions of the Tender

### 5.1 Definitions

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

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency, or the Contractor.
- B. "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.
- C. "Client" means the Project lead of technical wing of the Procuring Agency 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.
- D. "Bidder/Contractor" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related Equipment/Services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the effective date of signing of the Contract between the Procuring Agency/Procuring Agency and the Contractor.
- F. "Contract" means the agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Contractor whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "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 Goods or Services in question.
- J. "Day" means calendar day.
- K. "Force Majeure" means any event, act or other circumstances not being an event, act or circumstances under the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- L. "Goods" means IT service or other materials which the Contractor is required to supply to the Procuring Agency under the Contract.
- M. "Person" includes individual, association of persons, firm, company, corporation, institution, and organization, etc., having legal capacity.
- N. "Prescribed" means prescribed in the Bidding Document.

- O. "Procuring Agency or Client" means the Lahore Knowledge Park Company or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- P. "Origin" shall be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing, or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

## 5.2 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.

## 5.3 Notices

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

- a) in writing.
- b) issued within reasonable time.
- c) 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
- d) The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 5.4 Tender Scope

Lahore Knowledge Park Company (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tender") for **Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link**. Contractor will be responsible for delivering services available to the Procuring Agency, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

The detailed Scope of Work available at **Annex-A**.

## 5.5 Tender Eligibility (Mandatory) and Technical Evaluation Criteria

**PASS MARKS:** A technically eligible bidder, based on conditions listed in this document, not meeting the 65% passing marks limit will be rejected in Technical Evaluation, and its Financial Proposal will not be considered in financial bid evaluation.

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

Category	Description	Requirement/ Points
<b>Mandatory</b>	Valid Income Tax Registration* Registered for at least one (1) year	Required
	Valid Sales Tax Registration (Status = Active with relevant authority)	Required
	Undertakings: i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department anywhere in Pakistan. ii. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking). iii. 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

Category	Description	Requirement	Points
Experience	Number of clients with similar nature (internet bandwidth provisioning)	10-15	50 points
		16-20	70 points
		21 and above	100 points
	Projects of similar nature that include connectivity services etc. during last three years (Max points 100) (Verifiable through relevant POs/ Contracts)	5 to 10 million	50 points
		10.1 to 15 million	70 points
		15.1 million and above	100 points
	<b>Total Marks</b>		<b>200</b>

**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. Bidder must include checklist for above requirements in their bid.

### 5.5.1 Financial Proposal Evaluation

The financial proposals of only technically qualified shall be considered for evaluation. 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.

## 5.6 Tender Cost

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

## 5.7 Examination of the Bidding Documents

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

## 5.8 Clarification of the Bidding Documents

The Bidder should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only (e-mail or letter). 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.

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

### **Primary Contact**

#### **Mr. Sohail Haroon**

Manager, Admin. & Procurement

Email: [sohail@lkpc.com.pk](mailto:sohail@lkpc.com.pk)

15-Abubakar Block, New Garden Town,  
Lahore.

### **Secondary Contact**

#### **Mr. Yasir Farid Malik**

General Manager, IT & Procurement

Email: [yasir@LKPC.com.pk](mailto:yasir@LKPC.com.pk)

15-Abu Bakar Block, New Garden Town,  
Lahore.

## 5.9 Amendments of the Bidding Documents

- a) The Procuring Agency/Client 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 Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).

- b) The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Contractors/Bidders as per Punjab Procurement Rules, 2014.
- c) The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## 5.10 Preparation / Submission of Proposal/Tender

- a) The Contractor/bidder must bid for complete scope.
- b) The Tender and all documents relating to the Tender, exchanged between the Contractor and the Procuring Agency, shall be in English. Any printed literature furnished by the Contractor in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender
- c) The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the contractor 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.
- d) The Tender shall consist of proposals in One set i.e. the original.
- e) Proposal shall comprise the following:
- f) Proposal Form:
  - i. Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact).
  - ii. Covering letter duly signed and stamped by authorized representative.
  - iii. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.
  - iv. Evidence of eligibility of the Bidder/Contractor and the Services.
  - v. Evidence of conformity of the Technical Compliance of Equipment/ Services to the Bidding/Tender Document.
  - vi. List of firm's major clientele.
  - vii. Submission of undertaking on legal valid and attested stamp paper 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.
  - viii. Registration Certificate for Income Tax & Sales Tax.
  - ix. Power of Attorney, if an authorized representative is appointed.
  - x. Price Schedule
  - xi. Bid Security as per provisions of the clause Bid Security of this document.

- g) The Bidder/Contractor shall seal the Original Proposal in an envelope duly marked as under:

**Original Tender for Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link**

**Tender Name. [Name of Tender]**

**Tender No. ....**

**[Name of the Client/Procuring Agency]**

**[Address of the Client/Procuring Agency]**

**[Name of the Bidder/Contractor]**

**[Address of the Bidder/Contractor]**

**[Phone No. of the Bidder/Contractor]**

- h) The Bidder/Contractor shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- i) The Bid/Tender shall be dropped at the Reception or in the prescribed Tender Box placed at the Reception of the Client/Procuring Agency's office, during office hours, up to due date and time.
- j) 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/Contractor.

### 5.11 Tender Price

- a) The quoted price shall be:
- in Pak Rupees;
  - Inclusive of all applicable taxes, duties, levies, insurance, freight, etc. applicable under the Laws of Punjab as well as Pakistan;
  - Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
  - Including all charges up to the delivery point at Head Office or Site (s) Designated by Procuring Agency in Punjab (if required).
- b) If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- c) 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).

### 5.12 Bid Security (Earnest Money)

- a) The Contractor shall furnish the Bid Security (Earnest Money) as under:

- i. for an amount equivalent to PKR 20,000/- (which is not exceeding 5% of the estimated price)
  - ii. Denominated in Pak Rupees;
  - iii. as part of financial bid envelope, failing which will cause rejection of bid.
  - iv. in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Procuring Agency;
  - v. 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.
- b) The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
- i. If the Contractor/Bidders withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
  - ii. If the Contractor/Bidders does not accept the corrections of his Total Tender Price; or
  - iii. If the Contractor/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.
- c) The Bid security shall be returned to the technically unsuccessful Contractor/Bidders. The Bid Security shall be returned to the successful Contractor upon furnishing of the Performance Security.

### 5.13 Tender Validity

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender. The Procuring Agency/Client may solicit the Bidder/Contractor'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 Contractor agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Contractor may refuse extension of validity period of the Tender, without forfeiting the Bid security.

### 5.14 Modification / Withdrawal of the Tender

The Bidder/Contractor may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

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.

### 5.15 Opening of the Tender/Bid



Tender shall be opened at 11:30 AM on the last date of submission of bids i.e. October 23, 2023, in the presence of the Contractor(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPR-2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next working day. The proposal will be returned if received after 11:00 AM on October 23, 2023.

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

No Contractor 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.

### 5.15 Clarification of the Tender

The Client/Procuring Agency shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Contractor(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 client/Procuring Agency.

### 5.16 Determination of Responsiveness of the Bid/Tender

- a) The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - i. meets the eligibility criteria given herein this bidding document for the Equipment/Goods/Works/Services.
  - ii. meets the Technical Specifications for the Equipment/ Goods/ Services.
  - iii. meets the delivery period / point for the Equipment/ Goods/ Services.
  - iv. in compliance with the rate and limit of liquidated damages.
  - v. Offers fixed price quotations for the Equipment/ Goods/ Services.
  - vi. whereby no optional offer / bid or price is allowed;
  - vii. Is accompanied by the required Bid Security as part of financial bid envelope.
  - viii. compliance with the Preparation/Submission of Tender in a manner prescribed;
  - ix. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- b) A material deviation or reservation is one which affects the scope, quality or performance of the Equipment/Goods/Works/Services or limits the Procuring Agency's rights or the Contractor's obligations under the Contract.

- c) The Tender determined as not substantially responsive shall not subsequently be made responsive by the Contractor by correction or withdrawal of the material deviation or reservation.

### 5.16 Correction of Error / Amendment of Tender

- a) The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - i. 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.
  - ii. 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.
  - iii. 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.
- b) The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Contractor.
- c) Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d) No credit shall be given for offering delivery period earlier than the specified period.

### 5.18 Rejection / Acceptance of the Bid

- a) The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- b) The Bid/Tender shall be rejected if it is:
  - i. Substantially non-responsive in a manner prescribed in this tender document; or
  - ii. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

- iii. Incomplete, partial, conditional, alternative, late; or
- iv. Relevant bid security is not submitted;
- v. Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- vi. The Contractor refuses to accept the corrected Total Tender Price; or
- vii. The Contractor has conflict of interest with the Procuring Agency; or
- viii. The Contractor tries to influence the Tender evaluation / Contract award; or
- ix. The Contractor engages in corrupt or fraudulent practices in competing for the Contract award; or
- x. The Contractor fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
- xi. The Contractor fails to meet the evaluation criteria requirements; or
- xii. The Contractor has been blacklisted by any public or private sector organization; or
- xiii. The Contractor has been served any legal notices or displeasure letters by any public-sector organization on serious failures to provide satisfactory Equipment / Goods / Works / Services; or
- xiv. The Contractor has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- xv. 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; or
- xvi. The Contractor submits any financial conditions as part of its bid which are not in conformity with tender document; or
- xvii. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xviii. If the rates quoted by vender are not workable or on higher side etc.

### 5.19 Award Criteria

The eligible bidder(s)/Contractor(s) as per Tender Eligibility and Evaluation Criteria of this Bidding Document fulfilling the qualification and technical evaluation criteria 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.

### 5.20 Acceptance of Bid and Award

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in the Bidding Documents and having the lowest evaluated bid, if not in conflict with any other applicable laws, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

As per provisions of Rule-55 of PPR-2014, the Procuring Agency shall issue the Acceptance of Bid to the successful Contractor, at least after 10 days of announcement of bid evaluation reports (Rule-37 of PPR-2014), which shall constitute a contract, until execution of the formal Contract.

### 5.21 Procuring Agency's Right to vary Quantities at the Time of Award

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in, Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPR-2014.

### 5.22 Signing of Contract/Award of Contract

Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted as per the Bidding Documents.

After receipt of Performance Security, the Procuring Agency will sign the Contract after fulfillment of all prescribed legal & codal formalities. Subsequently, the Procuring Agency will issue purchase order / Contract to successful bidders strictly in accordance with the Contract after fulfillment of all prescribed legal & codal formalities.

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

The Contract is to be made on stamp Paper

### 5.23 Performance Security

- a) The successful Contractor/The Contractor shall furnish Performance Security as under:
  - i. within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Procuring Agency;
  - ii. in the form of irrevocable Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding/Tender Document;
  - iii. for a sum equivalent to 5% of the contract value;
  - iv. denominated in Pak Rupees;
  - v. have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time.
- b) The Performance Security shall be payable to the Client/Procuring Agency, on occurrence of any / all of the following conditions:
  - i. If the Contractor commits a default under the Contract;
  - ii. If the Contractor fails to fulfill the obligations under the Contract;
  - iii. If the Contractor violates any of the terms and conditions of the Contract.

- c) 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 Contractor within thirty working days after the expiry of its validity on written request from the Contractor.
- d) In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

#### **5.24 Redressal of Grievances by the Procuring Agency**

The Client/Procuring Agency 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.

## Annex-A: Scope of Work

### **TECHNICAL SPECIFICATIONS**

#### **30 MBPS INTERNET BANDWIDTH (CIR) – LKPC OFFICE, LAJORE**

Internet connectivity (bandwidth) only on Fiber Optic / backup link on Wireless.

- Internet ping response RTT should be < 80 ms (for 8.8.8.8 or 8.8.4.4)
- Must provide DDos protected connectivity.
- Must provide broadcast controlled connectivity.
- Complete NMS access for the link utilization.
- There must be provisioning of 4 usable live IPs pool of class C on each site (if required).
- Provider's team must be able to provide 24x7 technical support.
- IP whitelisting from PTA will be service provider's responsibility (if required).

## Annex-B: Data Sheet

Paragraph Reference	Description
1.	<p>Name of the Client: <b><u>Lahore Knowledge Park Company</u></b></p> <p>Method of selection: <b><u>As per Rule 38(1), single stage one envelope</u></b></p>
2.	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b></p> <p>Name of the assignment is: <b>Provisioning of (CIR) internet bandwidth at LKPC office with wireless backup link</b></p>
3.	A pre-proposal conference will be held: Not required.
4.	<p>The Primary Contact &amp; Secondary Contact for all correspondence in relation to this bid is as follows:</p> <p><b><u>Primary Contact</u></b></p> <p><b>Mr. Sohail Haroon</b> Manager, Admin. &amp; Procurement Email: <a href="mailto:sohail@lkpc.com.pk">sohail@lkpc.com.pk</a> 15-Abubakar Block, New Garden Town, Lahore. 042-99233337</p> <p><b><u>Secondary Contact</u></b></p> <p><b>Mr. Yasir Farid Malik</b> General Manager, IT &amp; Procurement Email: <a href="mailto:yasir@LKPC.com.pk">yasir@LKPC.com.pk</a> 15-Abu Bakar Block, New Garden Town, Lahore. 042-99233337</p>
5.	Proposals must remain valid 120 days after the submission date, i.e. until: October 23, 2023
6.	<p>Clarifications may be requested not later than October 13, 2023.</p> <p>The address for requesting clarifications is as mentioned in para 4 above.</p>

Paragraph Reference	Description
7.	<p>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: <b>Yes</b></p> <p>The Client, as a withholding tax agent, will deduct and deposit applicable taxes on behalf of the Consultant as per applicable laws (both federal and provincial).</p>
8.	Firm to state Financial proposal in the national currency PKR: <b>Yes</b>
9.	Firm must submit the <b>original and one (1) copy</b> of the Technical Proposal, and the <b>original</b> of the Financial Proposal.
10.	<p>The Proposal submission address as given in 4 above.</p> <p>Proposals must be submitted no later than the following date and time</p> <ul style="list-style-type: none"> <li>• <b>October 23, 2023 until 11:00 AM PST.</b></li> <li>• <b>Opening of the bids shall be on same date at 11:30 AM PST</b> in the presence of representatives of the Consultants, who may wish to participate in the proceedings.</li> </ul>
11.	The Scope of Work is defined in the <b>Annex-A</b> of this bidding document.
12.	Expected date and address for contract finalization: November 20, 2023.



## Annex-C: Proposal Submission Form

[To be printed on the letterhead]

[Location, Date]

The Manager, Admin. & Procurement,  
Lahore Knowledge Park Company  
15-Abu Bakar Block, New Garden Town,  
Lahore.

Subject: \_\_\_\_\_

Dear Sir,

Having examined the tender document and annexures we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

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

3. We agree to abide by this proposal for the period of 120 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.

4. We agree to execute a contract in the form to be communicated by the Lahore Knowledge Park Company incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

5. 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 bidding.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

## Annex-D: Financial Proposal Submission Form

[To be printed on the letterhead]

[Location, Date]

The Manager, Admin. & Procurement,  
Lahore Knowledge Park Company  
15-Abu Bakar Block, New Garden Town,  
Lahore.

Subject: \_\_\_\_\_

Dear Sir,

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

2. Our 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 Bidding Documents.

3. We also declare that the Government of Pakistan / Punjab has not declared us blacklisted 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 Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**Price Schedule/ Financial Cost Sheet**

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 Mbps (Incl. all Tax) if applicable PKR (2)	Total Rate/Year (incl. taxes) $3=(1*2) \times 12$
1	Internet Bandwidth (CIR) with wireless backup link	30		
<b>Total Bid Cost</b>				<b>X</b>

**Note:**

- I. "X" will determine the total bid cost inclusive of all applicable taxes.
- II. Base unit will be 1 Mbps.
- III. Bandwidth may be downgraded up to 1Mbps (if required).
- IV. Volumes indicated are for calculations only. Actual deployment will be on need basis.
- V. Contractor will provide web portal/ NMS against the services provided showing uptime, utilization, location and size of bandwidth.
- VI. 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.
- VII. The price quoted must be inclusive of all taxes per applicable laws.
- VIII. \* unit rate includes OTC (one time cost)

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.**

## Annex-E: 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 Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) 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.

this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

## Annex-F: Undertaking

[To be printed on the letterhead]

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 \_\_\_\_\_ 2023

Signature (Company Seal) \_\_\_\_\_

In the capacity of Duly authorized to sign bids for and on behalf of

## Annex-G: Affidavit (Integrity Pact)

[To be submitted on legal stamp paper]

We \_ (Name of the bidder / supplier) \_ being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_ (Name of the bidder company) \_ hereinafter called the Contractor to submit the attached bid to the \_ (Name of the Procuring Agency)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_ (Name of the Procuring Agency) \_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty / support. [The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Agency.

\_\_\_\_\_ Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2023

## Annex-H: Bid Security Form

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

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 Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, 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 Procuring Agency 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 withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Procuring Agency 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 Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2023.

GUARANTOR

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## Annex-J: Performance Security (Bank Guarantee)

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

(Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and 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 eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Procuring Agency, 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. \_\_\_\_\_ (5% 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 Procuring Agency, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Procuring Agency, 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

Pro/129/2021

37

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 2023.

GUARANTOR

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_



## Annex-K: General Conditions of Draft Contract

### 1. 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.

### 2. 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 Intent (LOI) and extendable up to three (03) years on yearly basis from the date of LOI, based on provisioning of satisfactory services / goods by the Contractor, needs, requirements and approved budgetary provisions of the Purchaser.

### 3. 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, 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.

### 4. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor all risks of the accuracy of such translation.

#### Standards

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

#### 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.

### 5. Service Provisioning:

The Contractor shall start services as per the following table from issuance of Purchase Order(s) from LKPC, subsequent to the issuance of Letter of Intent (LOI) / signing of contract:

Sr #	Item	Duration (Days)
1	Internet Bandwidth (CIR) – 30Mbps	28
2	Backup wireless link	35

### 6. 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.

## 7. Payment

- a) The Contractor shall provide all necessary supporting documents along with invoice.
- b) 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.
- c) The Purchaser shall get verified the details of Services delivered against the invoice from the concerned Technical Team of LKPC and Payment shall be made on actual basis against services provided and after issuance of satisfactory certificate by LKPC, as per details given in relevant Letter of Intent / relevant Purchase Order(s).
- d) Contractor will provide web portal against the services provided showing uptime, utilization, location and size of bandwidth.
- e) 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.
- f) 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.
- g) 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 Intent (LOI) till termination of the signed contract in this regard.

## 8. 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.

## 9. Contract Amendment

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.

- a) The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- b) 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.
- c) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

## 10. Assignment / Subcontract

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.

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.

#### 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.

#### 11. 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 against undelivered portion, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s).

#### 12. 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 LKPC Procurement Regulations and Guidelines.

#### 13. Forfeiture of Performance Security

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

- i. If the Contractor commits a default under the Contract;
- ii. If the Contractor fails to fulfill any of the obligations under the Contract;
- iii. If the Contractor violates any of the terms and conditions of the Contract.

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.

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.

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.

#### 14. Termination for Default

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.

#### 15. Force Majeure

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.

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.

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.

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.

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

#### 16. Dispute Resolution

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.

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.

## 17. Statutes and Regulations

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

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.

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.

## 18. 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.

## 19. 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.

## 20. The Client

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.

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

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

## 21. Authorized Representative

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.

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.

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

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.

Notwithstanding, 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.

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.

## 22. 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.