



BIDDING DOCUMENT

FOR

**THE PROCUREMENT OF INTERNET SERVICES FOR
PUNJAB INSTITUTE OF MENTAL HEALTH
LAHORE**

FOR THE YEAR 2024-25

ADVERTISEMENT




PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE
TENDER NOTICE 2024-25


Scaled bids of the following categories, addressed to the Executive Director, Punjab Institute of Mental Health, Lahore, are invited under PPRA Rules 2014 (amended). The bidder participating must not be blacklisted by the procuring agency or by the PPRA in whole Punjab. Bidder must have registration with relevant Tax Departments of Govt.

Sr.#	Description	Date & Time for submission of tender	Date & Time for opening of tender
01.	Framework contract for Purchase of drugs/medicines/ medical devices / surgical & disposable items (Tender-02)	10:30 AM 18-05-2024	11:00 AM 18-05-2024
02.	Purchase of Dental Items (Tender-02)	10:30 AM 18-05-2024	11:00 AM 18-05-2024
03.	Purchase of Air Conditioners	10:30 AM 18-05-2024	11:00 AM 18-05-2024
04.	Procurement of Internet Services	10:30 AM 18-05-2024	11:00 AM 18-05-2024
05.	Auction of Empty cartons Gatta (if not finalized on first date, the 2 nd and 3 rd date of auction will be 21-05-2024 & 22-05-2024. Bid Security Rs. 50,000/- CDR/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024
06.	General Auction of un serviceable / condemned articles Lot-03 Electric Wire Copper 4 Core. (if not finalized on first date, the 2 nd and 3 rd date of auction will be 21-05-2024 & 22-05-2024. Bid Security Rs. 30,000/- CDR/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024
07.	Auction of expired X-Ray Fixdure (if not finalized on first date, the 2 nd and 3 rd date of auction will be 21-05-2024 & 22-05-2024. Bid Security Rs. 30,000/- CDR/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024

Tender documents contain terms & conditions and quantities where applicable. After the tender notice published in newspaper a copy of bidding documents is available on the website of Punjab Procurement Regulatory Authority www.ppra.punjab.gov.pk.

For Tenders, all bids should be submitted in a single package containing two separate envelopes under **Single stage – Two envelope procedure** specified in PPRA Rules, 2014 (amended). Each envelope shall be clearly marked as "Technical Proposal" and "Financial Proposal". Bidder must submit fresh CDR / Bank Guarantee @ 01% of estimated price as a Bid Security (refundable) in the name of Executive Director, Punjab Institute of Mental Health, Lahore with the FINANCIAL Proposal. No tender will be accepted without Bid Security & such tenders will be rejected. Tender will be submitted at the Purchase Cell of Punjab Institute of Mental Health, Lahore. In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.

Executive Director
Punjab Institute of Mental Health, Lahore.

IPL-3731

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Provincial Social Protection Authority Vice-Chairperson Jahan Ara Wattoo

PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE

TENDER NOTICE 2024-25

Sealed bids of the following categories, addressed to the Executive Director, Punjab Institute of Mental Health, Lahore, Site #VU500 under PPFPA Rules 2014 (amended). The bidder participating must not be disqualified by the procuring agency or to the PPFPA in whole Punjab. Bidder must have registration with relevant Tax Departments of Govt.

Sr#	Description	Date & Time for submission of tender	Date & Time for opening of tender
01	Framework contract for Purchase of (supplies/medicines/ medical devices / surgical & disposable items (Tender-02)	10:30 AM 19-05-2024	11:00 AM 19-05-2024
02	Purchase of Dental items (Tender-03)	10:30 AM 18-05-2024	11:00 AM 18-05-2024
03	Purchase of Air Conditioners	10:30 AM 19-05-2024	11:00 AM 19-05-2024
04	Procurement of Internet Services	10:30 AM 19-05-2024	11:00 AM 19-05-2024
05	Auction of Eligible vendors. Bids (Final Invited on the date: 19-05-2024 & 20-05-2024. Bid Security No. 50-0000-0000/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024
06	General Auction of an (serviceable / condemned) articles. Lot-01 Electric Wire Copper & Core. (Final Invited on the date: 21-05-2024 & 22-05-2024. Bid Security No. 50-0000-0000/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024
07	Auction of eligible vendors. Bids (Final Invited on the date: 21-05-2024 & 22-05-2024. Bid Security No. 50-0000-0000/Cash	10:30 AM 20-05-2024	11:00 AM 20-05-2024

Tender-documents contain terms & conditions and quantities where applicable. After the tender notice published in newspaper a copy of bidding documents is available on the website of Punjab Procurement Regulatory Authority www.ppr.gov.pk

For Tenders, all bids should be submitted in a single package containing two separate envelopes under **Single stage - Two envelope procedure** specified in PPFPA Rules, 2014 (amended). Each envelope shall be clearly marked as "Technical Proposal" and "Financial Proposal". Bidder must submit bank-CCP (Bank Guarantee @ 3% of estimated price as a Bid Security (refundable) in the name of Executive Director, Punjab Institute of Mental Health, Lahore with the FINANCIAL Proposal. No tender will be accepted without Bid Security & such tenders will be rejected. Tender will be submitted at the Purchase Cell of Punjab Institute of Mental Health, Lahore. In case of any official or local holiday, Bidding on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.

EXECUTIVE ENGINEER
Punjab Institute of Mental
Health, Lahore

(PIL-313)

(A)
INVITATION FOR BIDS
FOR THE YEAR 2024-25

1. Punjab Institute of Mental Health invites sealed bids from bidders i.e. firms/companies/sole proprietors/general order suppliers having established credentials in terms of Technical, Financial & Management capabilities.
2. The bidding document carrying all details can be downloaded from the website of the Punjab Institute of Mental Health Lahore <http://pimh.punjab.gov.pk> and the website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.

Sr. No	Name of Tender	Bid Security @ (Refundable)	Tender Depositing Date, Time & Venue	Tender Opening Date & time
01.	Procurement of Internet Services for the year 2024-25	1% of the estimated value	10:30 AM 18-05-2024 at Purchase Cell	11:00 AM 18-05-2024

3. **Single Stage – two envelope procedure, as per Rule 38 (2) (a) of PPRA Rules 2014, shall be applied.** The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters. The financial proposal of the bid found technically non-responsive shall be returned unopened to the respective bidders.
4. Sealed bids are required to be brought in person by the authorized representative of the interested bidders as detailed above positively at Purchase cell, Punjab Institute of Mental Health Jail Road, Shadman, Lahore. The bids received till the stipulated date & time mentioned shall be opened on the same day in the presence of the bidders or their authorized representatives.
5. The bidders are required to submit relevant, concise and to-the-point information as per the bidding document.
6. All bids should be submitted in Tape Binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the Bidding Documents and Signatures of the authorized person. Moreover, signing and stamping each page of the bid including the bidding documents and forms is mandatory. Copy of performance security must be attached with technical proposal.
7. The bidders are requested to offer competitive rates for the items, all the detailed Terms & Conditions may be seen in the Bidding Document.
8. As per rule 35 of PPRA-14, the procuring agency reserves the right to accept or reject all bids or proposals.
8. All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (Amended).

EXECUTIVE DIRECTOR
Punjab Institute of Mental
Health, Lahore.

A. INSTRUCTIONS TO BIDDERS (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The services required, bidding procedure, and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the bidding documents include:

- Instructions to Bidders (ITB);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Contract Form;
- Performance Guarantee Form;
- Bid Form; and
- Price Schedule

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

2. Source of Funds

2.1 SHC&ME Department, Government of the Punjab,

3. Eligible Bidders

3.1 The bidder must be an active tax payer. National Tax Number (NTN), Punjab Revenue Authority (PRA) registration / General Sales Tax Number (whichever is applicable) with documentary proof shall have to be provided by bidder(s).

3.2 The bidder have to submit only one proposal. If the bidder quotes an alternative Proposal or submit two Proposals then the bidder will be considered as non-responsive.

3.3 The bidder shall provide all information required in the bidding document (evaluation criteria & specifications etc.) and documents to substantiate its claim for eligibility.

3.4 Additional eligibility requirement (if any) is defined in the Evaluation Criteria/Sheet.

4. Cost of Bidding

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

5. Qualification and Disqualification of Bidders

5.1 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

5.2 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false, fabricated and materially inaccurate or incomplete.

5.3 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in Punjab Procurement Rules, 2014.

6. Corrupt or Fraudulent Practices

6.1 The Procuring Agency requires that all Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of PPR 2014 and its subsequent amendments, if any, the Procuring Agency:

- defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) **collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) **corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) **obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.
- shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in **English**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in **English**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. Bid Form and Price Schedule

8.1 The Bidder shall complete the Bid Form (**Annexure-A**) and an appropriate Price Schedule furnished in the bidding documents (**Annexure-B**),

9. Bid Prices

9.1 The Bidder shall indicate the Prices as per price Schedule at (**Annexure-B**)

9.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

9.3 The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes, duties, transportation charges etc. and Government will not pay any additional amount. However, the bidder shall specify GST/PST separately along with his financial offer.

9.4 While tendering the quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services shall be entertained after the bid has been submitted.

10. Bid Currencies

10.1 The bidder shall quote the price in PKR.

11. Documents Establishing Bidder's Eligibility and Qualification.

11.1 The Bidder shall furnish, as part of its technical bid, documents (as specified in ITB Clause 3 above) establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall be as specified in the evaluation criteria, technical specifications etc.

12. Bid Security

12.1 The value, validity & shape of Bid Security to be submitted by a bidder along with its bid is indicated in the Bid Data Sheet.

13. Bid Validity

13.1 Bids shall remain valid for a period as mentioned in Bid Data Sheet, after opening of a bid. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in rule 28 of Punjab Procurement Rules, 2014.

Submission of Bids

14. Format and Signing of Bid

14.1 The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid along with stamp of firm.

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

15. Sealing and Marking of Bids

15.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- be addressed to the Procuring Agency at the address given in the Invitation to Bids; and
- bear the Procuring Agency name and number indicated in the Invitation to Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Invitation To Bid.

15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

15.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

16. Deadline for Submission of Bids

16.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address, time and date specified in the Invitation to Bid.

17. Late Bid

17.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

18. Withdrawal of Bids

18.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to Bid.

18.2 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of bid validity specified in ITB Clause 13. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

19. The Bidding Procedure

19.1 Bidding procedure shall be single stage two envelope as per Punjab Procurement Rules, 2014.

Evaluation of Bids

20. Preliminary Examination

20.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

20.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a Bid keeping in view the emergent situation.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause 20 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21. Evaluation and Comparison of Bids

21.1 All bids shall be evaluated in accordance with the criteria and other terms and conditions set forth in these bidding documents and invitation of quotation / proposal.

21.2 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

TECHNICAL EVALUATION CRITERIA

(KNOCK DOWN CRITERIA)

(All evaluation parameters defined below are mandatory for compliance)

- i. Basic Eligibility as per ITB Clause 3.
- ii. Acceptance of Scope of Services/Terms of Reference mentioned in tender document [Undertaking on firm's letterhead/ Sign & Stamp of advertised bidding documents].
- iii. Bidder must have a valid NTN and GST registration/ certificate.
- iv. Bidder must have PTA licenses Class Value Added Services (CVAS) & LL.
- v. Bidder must provide CIR Internet Bandwidth over Fiber/wireless as connectivity.
- vi. The firm must have minimum three (03) years similar business experience. The bidder shall have to provide documentary evidence to substantiate its claim.
- vii. Attach at least 03 Purchase Order/Contract/Work Order.
- viii. Bidder will provide an undertaking on its letterhead stating that it will start to deploy & install the required equipment for internet services as mentioned in BidData Sheet.
- ix. Last three years income tax returns.

Profile of the Bidder

The Bidders are required to submit its profile.

Sr.#	Particulars	
1.	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number & E-mail	
2.	Authorized Person	
	Name	
	Personal Telephone Number	
	Email Address	

22.3 Financial proposals would be evaluated as follows:

- After the technical evaluation is completed, the Procuring Agency shall announce the reports on the website and notify the date, time and location for opening of the financial proposals. All bidders in attendance at the time of opening of financial proposals shall sign an attendance sheet.
- Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the bid amount read aloud and recorded. Financial Proposals of technically non-responsive Bidders shall be returned unopened as per procedure prescribed in PPR, 2014.

Incomplete bid shall stand rejected. All items described in the technical proposal must be priced in financial proposal. Items described in the Technical proposal but not priced, shall be assumed to be included in the price of other items.

- Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.
- The bidders shall quote the Price Schedules as per **Annexure-B**

23. Rejection of Bids

23.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid as per rule 35 of PPR, 2014.

24. Re-Bidding

24.1 If the Procuring Agency rejects all bids in pursuant to ITB Clause 23, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

24.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

25. Announcement of Evaluation Report

25.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids.

Award of Contract

26. Acceptance of Bid and Award criteria

26.1 The Bidder declared Successful by the department, if not in conflict with any other law, rules & regulations, policy of the Government shall be awarded the Contract, within the original or extended period of bid validity.

27. Notification of Award/AAT

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

27.2 The notification of Award/AAT shall constitute the formation of the Contract.

28. Signing of Contract

28.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT). The Procuring Agency and successful bidder shall sign and date the formal Contract. The firm will submit the required 05% Performance Guarantee having validity till the expiration of contract and Stamp Duty as per prevailing government rules.

28.2 If the successful Bidder shows inability to sign the Contract or fail to deposit Performance Guarantee & Stamp Duty etc., then the firm shall be blacklisted minimum for one year for future participation. In such situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

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

29. Performance Guarantee

29.1 After the issuance of Advance Acceptance of Tender (AAT), the successful Bidder shall furnish the Performance Guarantee/ Security in accordance with the Special Conditions of

Contract, in the Performance Guarantee Form. The shape & value of Performance Guarantee to be submitted is indicated in the Bid Data Sheet

30. Schedule of Requirement/Commencement of Services

30.1 The commencement of services will be as mentioned in Bid data Sheet.

30.2. In case of late provision of services beyond the period specified in the Bid Data Sheet, penalty shall be imposed as specified in penalties section of bidding document.

31. Redressal of grievances by the Procuring Agency

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

31.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **Ten Days** after the announcement of the bid evaluation report.

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

32. Detail of Services Required/Schedule of requirement

Description	Bandwidth Requirement (Approx.)	Estimated Cost (in Pak Rupees)
Dedicated Link (CIR) over Fiber Optic with wireless backup including all requisite equipment, onetime cost, labour/transportation charges and other Charges including 16 static IP's.	50 MBPS (CIR)	Rs. 500,000/- Per year.

Note: requirement is tentative, however the Purchase / Work Order will be issued as per actual requirement.

33. Scope of Services / Terms of Reference

- Service provider will provide CIR over fiber optic for Internet Services with minimal downtime and have provision of increase/decrease bandwidth (as per requirement)
- The Complete Installation/Connectivity configuration and commissioning must be done within time as specified in Bid Data Sheet.
- The Service Provider must provide Monitoring Tool for data speed and Uptime verification.
- The Service Provider will provide backup link with auto failover configuration as mentioned in ITB Clause 32.
- The Service provider will provide Static IPs (tentative Qty: 16) without any additional cost.
- The provided static IPs shall be white listed by PTA.
- The Service provider must have relevant qualified personnel and enough strength for smooth services and have ability to restore the services (in case of link down) without any delay.

- Complete Installation & Maintenance during contractual period is the responsibility of the Service Provider.
- The Service Provider will provide complete technical support for smooth operations around the clock during the contract period without any delay.
- Penalties of different nature will be imposed as mentioned in penalties section of bidding document / Bid Data Sheet.
- After the completion of contract hardware will become the property of the purchaser.
- The Department will not pay any additional cost of Human Resource hired by Service provider to provide Support & Maintenance services during the contractual period around the clock.

34. Payment

Payment to the Service Provider will be made after submission of Invoice on quarterly basis. After the verification / satisfaction of IT Cell of Department as per contractual requirements. Thereafter, the bill will be processed for payment within 30 days of submission of invoice/ bill.

35. Penalties

Sr #	Description	Penalty charges (in PKR)								
1	Uptime Percentage of Internet Services	<p>Uptime will be calculated on monthly basis and penalties will be imposed below 99% uptime as per following details</p> <table border="1" data-bbox="813 342 1362 644"> <tr> <td data-bbox="813 342 1073 415">98.99% to 95%</td> <td data-bbox="1073 342 1362 415">10% of the invoice amount</td> </tr> <tr> <td data-bbox="813 415 1073 489">94.99% to 90%</td> <td data-bbox="1073 415 1362 489">20% of the invoice amount</td> </tr> <tr> <td data-bbox="813 489 1073 562">89.99% to 85%</td> <td data-bbox="1073 489 1362 562">30% of the invoice amount</td> </tr> <tr> <td data-bbox="813 562 1073 644">Below 85%</td> <td data-bbox="1073 562 1362 644">40% of the invoice amount</td> </tr> </table> <p>Note: If the uptime on monthly basis calculated is below 85% for more than 02 times in contractual period, may lead to termination of contract.</p>	98.99% to 95%	10% of the invoice amount	94.99% to 90%	20% of the invoice amount	89.99% to 85%	30% of the invoice amount	Below 85%	40% of the invoice amount
98.99% to 95%	10% of the invoice amount									
94.99% to 90%	20% of the invoice amount									
89.99% to 85%	30% of the invoice amount									
Below 85%	40% of the invoice amount									
2	Commencement/Deployment of Service	In case of delay in commencement / deployment of Services as mentioned in Bid Data Sheet, penalty @ 0.1% per day of the Workorder will be imposed								

BID DATA SHEET

ITB LAUSE	DESCRIPTION
1	Basic Eligibility requirements are as indicated in ITB clause 03.
2	Procuring Agency shall respond to requests for clarification which it received within seven (07) days of date of advertisement on the address specified in ITB Clause 10.
3	Any amendment in response to clarifications sought by bidder or by Department as its own initiative will be uploaded on the website www.pimh.punjab.gov.pk immediately.
4	The bidder shall have to quote the prices as per DDP mode. Any conditional offer will be straight away rejected.
5	Bidder must have a valid NTN and GST registration/ certificate.
6	The price shall be quoted in PKR.
7	Bid security for this tender is 1% of Estimated Cost.
8	Bid validity shall be 180 Days from the date of opening of bids.
9	Joint Venture is not permissible.
10	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for Selection of service provider.
11	Address for communication: For clarification purposes, the firms may contact: Purchase Cell, Punjab Institute of Mental Health, Shadman II, Jaild road, Lahore. Phone # 042-99203772-6 Fax # 042-99203775
12	Performance Guarantee Performance Guarantee/Security equal to 5% of the Work order / Contract Amount valid for 01 Years and will be released after completion of the contract.
	The deployment & installation must be completed in all aspects within 15 days from the date of issuance of Work / Purchase Order, while the Performance Guarantee and stamp duty may be submitted within 15 days from the date of Issuance of AAT.

DRAFT CONTRACT/AGREEMENT

CONTRACT FORM

This Contract (hereinafter called as “Contract”) is made at Lahore the__2024, between Punjab Institute of Mental Health, Lahore (hereinafter referred to as the “Procuring Agency”) (which expression shall include successors, legal representatives andpermitted assigns) of the First Part

AND

M/s (Firm Name), a firm registered under the laws of Pakistan and having its registered office at **(Address)** acting through its_____ (hereinafter called the “Service Provider”) (which expression shall include successors, legal representatives andpermitted assigns) of the Second Part

WHEREAS

- a) The Procuring agency invited the bids/tender for Hiring of firm for the provision of Internet Services thereafter in which the (Service Provider/firm name) also participated and was declared as Lowest Evaluated Responsive Bidder on the basis of least cost.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as “Services”)
- c) The procuring agency in response thereof has accepted the offer of Service Provider for the provision of Internet Services as per following cost:

One Time Cost (OTC)

Description	Total One Time Cost inclusive of all applicable taxes (in PKR)
Installation, configuration & Commissioning of Complete Connectivity with all allied Devices	

Monthly Recurring Charges (MRC)

Description	Requirement (Approx.)	Cost per MB	Total Monthly Recurring Charges inclusive of all applicable taxes (in PKR)
CIR Bandwidth	50 MBPS (CIR)		

One Time Cost	Monthly Recurring Charges	Total Yearly Cost (inclusive of all applicable taxes)

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
- The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - the General Conditions of Contract;
 - the Special Conditions of Contract;
 - Advance Acceptance of Tender (AAT);
 - the Schedule of Requirement;
 - the Scope of Services / Terms of Reference ;
 - Bid Data Sheet;
 - Bidding Document;
 - Any other document if deemed necessary.
- In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
- *[The Service Provider]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
- Without limiting the generality of the foregoing, *[The Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
- *[The Service Provider]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- *[The Service Provider]* 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. 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 Government of the Punjab under any law,

Contract or other instrument, be void able at the option of Government of the Punjab.

- Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Service Provider]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* 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 Government of the Punjab.
- In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
- The Contract shall not constitute a partnership between the parties and that the *Service Provider* shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
- This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying firm & Witness	Sign/ Seal by Procuring Agency
1.	1.
2.	2.

B. GENERAL CONDITIONS OF CONTRACT (GCC)

1 Approach & Methodology

The Bidder shall explain his plan for complete installation & maintenance support as per the terms of the references and overall scope of this document.

2 Roles & Responsibilities

2.1 Primary Responsibilities of the Firm

Bidder shall provide the services of internet connectivity with 99% up time.

2.2 Payment

Payment to the Service Provider will be made after submission of Invoice on quarterly basis. After the verification / satisfaction of IT Cell of Department as per contractual requirements. Thereafter, the bill will be processed for payment within 30 days of submission of invoice/ bill.

2.3 Fines & Penalties

Fines and Penalties of different nature are specified in ITB Clause 34 and Special Conditions of the contract.

2.4 Responsibilities of the Client

1. Facilitate the service provider in smooth provision of services.
2. Timely payment of service provider invoices after satisfactory report from the end user.
3. Client will provide power with backup for smooth operations.

3. Force Majeure

1. For the purposes 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.

2. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4. Termination of the Agreement

a. Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.

b. The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard as mentioned in Bid Data Sheet within contractual period, this contract shall be terminated by the Procuring Agency at any time with immediate effect.

c. In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be blacklisted as per the prevailing PPRA rules and performance security will be forfeited.

d. Notwithstanding anything contained in this agreement, each party shall have the right to terminate this agreement upon 30 Days written notice to the other party and upon written/ recorded reasons for the same.

e. The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider. f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

5. Arbitration and Resolution of Disputes

1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator for this contract will be decided with mutual consent of the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

6. Renewal of Contract

The contract between the Procuring Agency and the Service Provider can be extended further up to one year or less on the same terms & conditions and Scope of services. The renewal shall be based on the following (not limited to) conditions:

1. Mutual consent of both parties
2. Performance review of the service provider.
3. Approval of Competent Authority
4. Renewal of the performance security by the service provider.

C. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency.
2. In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount.
3. The Contract is initially signed for **01 Year** and **extendable** subject to the need, performance review and approval of Competent Authority.
4. The deployment and installation must be completed in all aspects within 15 days from the date of issuance of Work Order(s) and in case of delay, penalty @ 0.1% per day of the cost not exceeding 10% of the Work Order value for late provision shall be imposed upon the service provider.
5. The Details of Penalties is given below:

Sr #	Description	Penalty charges (in PKR)								
1	Uptime Percentage of Internet Services	<p>Uptime will be calculated on monthly basis and penalties will be imposed below 99% uptime as per following details</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">98.99% to 95%</td> <td style="text-align: center;">10% of the invoice amount</td> </tr> <tr> <td style="text-align: center;">94.99% to 90%</td> <td style="text-align: center;">20% of the invoice amount</td> </tr> <tr> <td style="text-align: center;">89.99% to 85%</td> <td style="text-align: center;">30% of the invoice amount</td> </tr> <tr> <td style="text-align: center;">Below 85%</td> <td style="text-align: center;">40% of the invoice amount</td> </tr> </table> <p>Note: If the uptime on monthly basis calculated is below 85% for more than 02 times in contractual period, may lead to termination of contract.</p>	98.99% to 95%	10% of the invoice amount	94.99% to 90%	20% of the invoice amount	89.99% to 85%	30% of the invoice amount	Below 85%	40% of the invoice amount
98.99% to 95%	10% of the invoice amount									
94.99% to 90%	20% of the invoice amount									
89.99% to 85%	30% of the invoice amount									
Below 85%	40% of the invoice amount									
2	Commencement/Deployment of Service	<p>In case of delay in commencement / deployment of Services as mentioned in Bid Data Sheet, penalty @ 0.1% per day of the Work order will be imposed</p>								

PERFORMANCE GUARANTEE FORM

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of as defined in Bid Data Sheet of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202_____

Signature and Seal of the Guarantors/

BankAddress

Date

Note:

1. It should be valid for a period equal to the total contract period.
2. The contract will be signed/ issued after submission of this Performance Guarantee.

**BID FORM
(Submitted with Financial Offer)**

Date:
Tender No:
Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir

Having examined the bidding documents [insert numbers & Date of Biding Document], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance guarantee in the form, in the amounts, and within the times specified in the AAT.

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

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements as per the bidding documents.

Name and address of

bidder Dated this day of

, 2023

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of Bidder

**PRICE SCHEDULE
(DDP Basis)**

Name of Bidder _____

Tender Name & No. _____

A. One Time Cost (OTC)

Description	Total One Time Cost inclusive of all applicable taxes (in PKR)
Installation, configuration & Commissioning of Complete Connectivity with all allied Devices	

B. Monthly Recurring Charges (MRC)

Description	Requirement (Approx.)	Cost per MB	Total Monthly Recurring Charges inclusive of all applicable taxes (in PKR)
CIR Bandwidth	50 MBPS (CIR)		

A + B

One Time Cost	Monthly Recurring Charges	Total Yearly Cost (inclusive of all applicable taxes)

Note:

The above stated requirement are approximate which may increase or decrease as per decision of the department. The actual requirement of MBPs connection will be mentioned in Contract / Work order. However, the approved prices per MBPS shall remain the same during the contract period.

Lowest Evaluated Bidder (on least cost basis): The Sum of Total Amount of Table A & Table B.

Sign and Stamp of Bidder _____

Note: The price shall be quoted in PKR (DDP Basis). The prices shall be inclusive of all type of taxes, transportation charges etc. and Government will not pay any additional amount.

Annexure-C

(TEMPLATE)

BID EVALUATION SHEET			
KNOCK DOWN CRITERIA (All evaluation parameters defined below are mandatory for compliance)			
Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1.	Basic Eligibility as per ITB Clause 3.	Yes / No	Yes / No
2.	Acceptance of Scope of Services/Terms of Reference mentioned in tender document [Undertaking on firm's letterhead/ Sign & Stamp of advertised bidding documents].	Yes / No	Yes / No
3.	Bidder must have a valid NTN and GST registration/ certificate.	Yes / No	Yes / No
4.	Bidder must have PTA licenses Class Value Added Services (CVAS) & LL.	Yes / No	Yes / No
5.	Bidder must provide CIR Internet Bandwidth over Fiber/wireless as connectivity.	Yes / No	Yes / No
6.	The firm must have minimum three (03) years similar business experience. The bidder shall have to provide documentary evidence to substantiate its claim.	Yes / No	Yes / No
7.	Attach at least 03 Purchase Order/Contract/Work Order.	Yes / No	Yes / No
8.	Bidder will provide an undertaking on its letterhead stating that it will start to deploy & install the required equipment for internet services as mentioned in BidData Sheet.	Yes / No	Yes / No
9.	Last three years income tax returns.	Yes / No	Yes / No
Remark:		Responsive /Non-Responsive	Responsive / Non-Responsive