

Tender Document

Punjab Forensic Science Agency (PFSA)

PROVISION OF INTERNET CONNECTIVITY AND DATA VPN CONNECTION FOR PFSA HEAD OFFICE, LAHORE & 08 DIVISIONAL HEADQUARTERS

FSA-249



Punjab Forensic Science Agency (PFSA)

Home Department, Government of the Punjab

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INVITATION FOR BIDS (IFB)

Bids are invited by Punjab Forensic Science Agency ('Procuring Agency') for the **Provision of Internet Connectivity and Data VPN Connection for Punjab Forensic Science Agency, Thokar Niaz Baig- Lahore & 08 Divisional Headquarters**

Tender Fee	Rs. 2000/- (Rupees Two thousand only) Non-Refundable
Bid Security	Rs. 216,500/-
Bids Delivery Date & Time	15-03-2018 @ 1100 Hrs
Bid Opening Date & Time	15-03-2018 @ 1130 Hrs
	In case of any unforeseen situation or government holiday resulting in closure of office on the date of bid opening, the bid shall be submitted /opened on next working day at the same time.

The bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee i.e. Rs. 2,000/- (Rupees Two thousand only) in shape of Pay Order / Demand Draft in favor of Director General Punjab Forensic Science Agency Lahore.

Note: Procuring Agency may cancel / delete any item or may reduce or enhance the quantity of any item. Procuring Agency may reject all bids subject to the provision of PPRA Rules.

A. Instructions to Bidders. (ITB)

1. INTRODUCTION

1. GENERAL

- 1.1. The Procuring Agency as mentioned in the Bid Data Sheet has allocated funds towards the cost of “Provision of Internet Connectivity and Data VPN Connection for Punjab Forensic Science Agency, Thokar Niaz Baig- Lahore & 08 Divisional Headquarters”.

2. ELIGIBLE BIDDERS

- 2.1. This Invitation for Bids (IFB) is open to all Service Providers /Pakistani Authorized Agents / Distributors.
- 2.2. Bidders are not eligible to bid if they are under a declaration of ineligibility or have been blacklisted.
- 2.3. **Joint Venture / Consortium:**
- a) Joint venture or partnership firms are **ALLOWED / eligible (Maximum of Two Companies)**. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.
 - b) Bids submitted by a consortium of companies or partners (maximum) shall comply with the following requirements:
 - c) Consortium/Local partner shall have credibility and shall provide references in financial strengths.
 - d) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners.
 - e) One of the partners shall be authorized to be lead partner; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - f) The partner Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the consortium.
 - g) A copy of the agreement entered into by the consortium partners shall be submitted with the Bid

3. ELIGIBLE GOODS

- 3.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this IFB and the term “Services” shall include related services such as installation, commissioning, transportation, insurance, maintenance etc.

2. THE BIDDING PROCEDURE

4. SINGLE STAGE –TWO ENVELOP PROCEDURE

- a. Bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the financial

proposal (1 original and 1 copies) and the technical proposal (1 original and 1 copies);

Submit separate sealed Financial Proposal for each tender in which bid is submitted.

- b. Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

3. THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1. The Bidding Documents include:

- I. Instructions to Bidders (ITB);
- II. General Conditions of Contract (GCC);
- III. Special Conditions of Contract (SCC);
- IV. Technical Specifications;
- V. Contract Form;
- VI. Performance Guarantee Form;
- VII. Bid Data Sheet
- VIII. Bid Form; and
- IX. Price Schedules.

5.2. In case of discrepancies between the Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.

5.3. The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT OF BIDDING DOCUMENTS

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

6.2. All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing or email, which will be binding on all bidders.

6.3. In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids as deemed appropriate.

4. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1. Preparation of Bids

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 in English. Supporting documents and printed literature furnished by the bidder may be accepted in another language provided these are accompanied by an accurate and certified translation of the relevant passages in English by a certified translator. In such a case for the purposes of interpretation of the Bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

8.1. The Bid shall comprise of Two Sealed Envelopes submitted simultaneously, one called the 'Technical Proposal' and the other the 'Financial Proposal', containing the documents listed in Bidding Data Sheet. Both envelopes to be enclosed together in an outer single sealed envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet. The Bidder shall submit the Bid Document with each page duly signed and stamped by the duly authorized representative of the Bidder.

9. BID PRICES

9.1. The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.

9.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

9.3. The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.

9.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.

9.5. Prices proposed for Goods in the Price Schedule Forms shall be quoted item wise. This item wise quotation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:

a. Price Schedule for Services offered

i. Detailed Specification of Offered Services

ii. Unit

iii. If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes.

9.6. Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

10. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

10.1. Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

10.2. For purposes of the commentary to be furnished pursuant to ITB Clause 10.1 above, the Bidder shall note that standards for workmanship, its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards in its bid, provided that, it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure equivalence to those designated in the Technical Specifications.

11. BID SECURITY

11.1. The Bidder shall furnish, as part of its Financial proposal (Copy to be attached in Technical Proposal), a Bid Security in the amount and currency specified. Failing which shall result in rejection of Bid. Unsuccessful bidders' Bid Security will be returned after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security Bond.

11.2. The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.

11.3. The Bid Security may be forfeited/en-cashed in case of following:

- a. If a Bidder withdraws its bid during the period of bid validity; or
- b. If the Bidder fails to provide a Performance Guarantee as required in this Bidding Document.
- c. In the case of a successful Bidder, the Bidder fails to sign the Contract.

12. BID VALIDITY

12.1. Shall remain valid for the **90 days**

12.2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

5. SUBMISSION OF BIDS

13. SEALING AND MARKING OF BIDS

13.1. The envelopes shall:

- a. bear the Name and Address of the Bidder;
- b. bear the specific identification Title and Number of this bidding process indicated in the Bid Data Sheet; and
- c. bear the Procuring Agency's name and address i.e. Punjab Forensic Science Agency-Lahore and a statement: "DO NOT

OPEN BEFORE," the time and date specified in the Bid Data Sheet.

- 13.2. If an envelope is not sealed and marked as required, the bid may be rejected.
14. DEADLINE FOR SUBMISSION OF BIDS
 - 14.1. Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
 - 14.2. The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents. In which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
15. LATE BID
 - 15.1. Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and shall be returned unopened to the Bidder.
16. WITHDRAWAL OF BIDS
 - 16.1. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.

6. OPENING AND EVALUATION OF BIDS

17. OPENING OF BIDS BY THE PROCURING AGENCY
 - 17.1. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened on the date and time as specified in the Bid Data Sheet;
 - 17.2. Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - 17.3. Procuring agency shall evaluate the technical proposal in a manner prescribed below, without reference to the price and reject any proposal which does not conform to these requirements;

a) Eligibility Criteria:

The Applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

- I. Valid legal entity of the Applicant e.g. Certificate of registration from SECP or registrar of firms for Local Applicant Firm.
- II. Certificate of registration with Income Tax and Sales Tax with FBR for Local Firms.
- III. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- IV. Judicial Affidavit declaring "Neither the Applicant nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/ defaulted by any government agency/ department / organization".

- V. Provide separate undertaking that the information supplied by the Applicant firm is correct.
- VI. Complete details of factory Trained local service staff.

b) Qualification Criteria

Qualification will be based on applicant's meeting the following criteria as demonstrated by the applicant's response to this criterion provided by the Applicant:

1. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan;
 2. Complete Company Profile;
 3. Detail of relevant Projects (Successfully completed and ongoing projects);
 4. Complete CVs / list of employees, including Top Level management, middle level management and operational teams;
 5. Submission of undertaking on legal valid and attested stamp paper that the firm is
 6. not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;
 7. Audited financial statements for the last three (01) years, supported by audit letters,
 8. Integrity Pact duly signed and stamped by authorized representative (Annexure-B);
 9. Undertaking (All terms & conditions and qualifications listed anywhere in this document
 10. Covering letter duly signed and stamped by authorized representative. (Annexure- A);
 11. Financial Capacity as per evaluation criteria;
 12. Valid Registration Certificate for Income Tax & Sales Tax;
- Verifiable documentary proof of the mandatory and other requirements mentioned in this document must be submitted along with the below form, noncompliance of which shall lead to disqualification.

c) EVALUATION CRITERIA

IMPORTANT NOTE: -

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by Interested Parties are under Oath.

Any document/statement provided if proved false, mis-stated, concocted, or incorrect at any time during or after bidding process will result into permanent dis-qualification and black listing of the firm/Company/Partners with their names displayed on PPRA website.

PASS MARKS: Based on conditions listed in this document, Proposal not meeting the criteria will be rejected.

The Firms who have duly complied with the Qualification and Evaluation Criteria against each item will be eligible.

The Evaluation Committee has the sole right to ACCEPT or REJECT any proposal. No appeal or re-consideration would be granted in any case. The decision of Evaluation committee can't be challenged in any court of Law or hereof.

If the Evaluation Committee deemed necessary further clarification or information, it is the responsibility of the Supplier to provide such information in the span of time mentioned in such case. Failure to do so would lead to disqualification.

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

PARAMETERS OF EVALUATION CRITERIA

The Firm/Company securing less than 70% marks will be disqualified

-Total Marks: 475 = Qualification Marks 333 (70%) + Mandatory

Category	Description	Points		Compliance/ Points
Legal (Mandatory)	Income Tax Registration	Mandatory		
	General Sales Tax Registration	Mandatory		
	Undertaking that the firm is not blacklisted and involved in litigation with Government	Mandatory		
	Conformance to the RFP	Mandatory		
	Bidder must possess a valid LDI License	Mandatory		
	Bidder Must have laid its own self-healing fiber long-haul network across the country and managing itself.	Mandatory		
	Bidder Must have laid its own network, back-haul and last mile and will not use any third party for all connections.	Mandatory		
Financial strength	Financial Audit Report / Bank statements / Client's Work Orders/ any supporting document (last 01-year) Average (Max Points 100)	08-10 million	70 Points	
		11-15 million	85 Points	
		15+ million	100 Points	
Satisfied Customers	Total No. of satisfied Customers (List & Satisfaction letter for customers required) (Max Points 100)	5-7	70 Points	
		8-10	80 Points	
		10-12	90 Points	
		12+	30 Points	
Technical Staff	Total No. of full time employees available for support / Maintenance (Max Points 100) (the bidder is required to provide list with contact number)	04 Point for each employee (Max Points 100)		
Similar Projects	No. of Similar projects (1 million or above) (Documentary evidence is required)	3-5	5 Points	
	No. of Similar projects with Government (1 million or above) (Documentary evidence is required)	5+	10 Points	
Company Status	Distributor	Max (05 Points)	05 Points	
Proposed items/ Tech. Compliance	Technical compliance sheet and local support office / staff.	Max (10 Points)	10 Points	
Backup/Maintenance/support	Backup/Maintenance/Support availability in the province Punjab (Max Points 100) (Verified document required showing the list of districts)	1	05 Points	
		Above 1 up to 4 districts	10 Points	
		Above 4 up to 8 districts	20 Points	
		Above 8 up to 12 districts	30 Points	
		Above 12 up to 18 districts	40 Points	
		Above 16 up to 20 districts	50 Points	
		Above 20 up to 24 districts	60 Points	
		Above 24 up to 28 districts	70 Points	
		Above 28 up to 32 districts	80 Points	
		Above 32 up to all districts of the Punjab	100 Points	
Service Level Agreement	SLAs of same nature (Max Points 40) (Documentary evidence is required)	20 Points for each (40 Max)	40 points	
Office Location	Office in Lahore (Max Points 10)	Lahore	10 Points	

Note:

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

No compromise shall be made on minimum requirements of qualifying marks.

Criteria, sub criteria and marking system for the evaluation of applicants shall be as under:

- 17.4. No amendment in the technical proposal shall be permitted during the Technical Evaluation.
- 17.5. After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Attendance of technically responsive Bidders at the opening of financial proposals is optional.
- 17.6. Financial proposals of only the technically responsive Bidders shall be opened publicly in the presence of their representatives who choose to attend. The total prices will be read aloud and recorded.
- 17.7. 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.
- 17.8. 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.
- 17.9. Bid found to be the lowest evaluated shall be accepted.

18. CLARIFICATION OF BIDS

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

19. PRELIMINARY EXAMINATION

- 19.1. The Procuring Agency will examine the bids to determine whether these are complete, required sureties have been furnished, the documents have been properly signed by Authorized Representative, and the bids are generally in order.
- 19.2. The Procuring Agency may waive any minor discrepancy, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.3. Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid. For this purpose, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviation. Deviations from, or objections or reservations on critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. 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. **EVALUATION AND COMPARISON OF BIDS**
- 20.1. The Procuring Agency will evaluate and examine the bids which have been determined to be substantially responsive, pursuant to ITB Clause 20.
- 20.2. For the purpose of evaluation of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate of those currencies, prevailing on the date of opening of Financial Bids specified in the bidding documents,
- 20.3. Arithmetical errors will be rectified on the following basis.
- a 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.
 - b If there is a discrepancy between words and figures, the amount in words will prevail.
 - c If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited
21. **CONTACTING THE PROCURING AGENCY**
- 21.1. No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing or through email.
- 21.2. Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.
22. **REJECTION OF BIDS**
- 22.1. Notwithstanding anything stated in this document, the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.
- 7. AWARD OF CONTRACT**
23. **ACCEPTANCE OF BID AND AWARD CRITERIA**
- 23.1. The bidder with lowest evaluated bid under clause 19, 20 & 21, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.
24. **PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**
- 24.1. The Procuring Agency reserves the right to increase or decrease the quantity of items originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions as per provisions in PPRA Rules 2014.
25. **NOTIFICATION OF AWARD**
- 25.1. Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing or email of acceptance of its bid by the Procuring Agency by issuing a letter of award.

26. PERFORMANCE SECURITY

26.1. The successful Bidder shall furnish Performance Security within 30 days from the date of letter of award. Upon submission of acceptable Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.

26.2. Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award of contract and forfeiture of the Bid Security. In which event the Procuring Agency may award the contract to the next lowest evaluated Bidder.

27. SIGNING OF CONTRACT

27.1. Upon furnishing of acceptable Performance Security under the Conditions of Contract, formal Agreement (on stamp paper as per Stamp Act 1899, cost of which shall be borne by the successful Bidder) between the Procuring Agency and the successful bidder shall be executed.

28. CORRUPT OR FRAUDULENT PRACTICES

28.1.

a The Procuring Agency and the Bidders / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:

- (i) "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

The Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.

b Will declare a firm ineligible, either indefinitely or for a stated specified period of time, for the award of 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.

B. BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

INTRODUCTION

ITB 1.1 Name of Procuring Agency:
Punjab Forensic Science Agency, Lahore

Name of Contract:

PREPARATION OF BIDS

ITB 8.1 A. The Bidder shall submit with its Technical Proposal the following documents

- (a) Technical Bid Form & copy of Bid Security
- (b) Technical Specifications of offered Services (Compliance with Technical Specifications provided)

B. The Bidder shall submit with its Financial Proposal the following documents

- (f) Financial Bid Form & Original Bid Security
- (g) Price Schedule

ITB 12.1 The Bid Security shall not be less than the amount mentioned against Tender in Pak Rupees in the form of Bank Guarantee/ Pay Order / CDR from a Bank AA+ Long Term rated by State Bank of Pakistan or from a foreign bank counter guaranteed from a bank AA+ Long Term rated by State Bank of Pakistan.

ITB 13.1 Bid validity period shall be **90 days**.

SUBMISSION OF BIDS

ITB 14.1 (b) The identification of this bidding process is

“Must bear the name of the bidder” and a warning “Do Not Open Before the time and date of bid opening”.

ITB 15.1 Deadline for bid submission :

OPENING & EVALUATION OF TECHNICAL BIDS

ITB 16.1 The bid opening shall take place at: at

Date and Time:

**OPENING OF FINANCIAL BIDS SHALL BE ANNOUNCED LATER
ON AFTER FINALIZATION OF EVALUATION OF TECHNICAL BIDS**

CONTRACT AWARD

ITB 28.1 The successful Bidder shall furnish the Performance Security equivalent to 10% of the total Contract amount from any Bank AA+ Long Term rated by State Bank of Pakistan in the shape of a Bank Guarantee issued by a Bank AA+ Long Term rated by State Bank of Pakistan or from a foreign bank duly counter guaranteed by a Bank AA+ Long Term rated by State Bank of Pakistan. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Guarantee the Bid Security would be returned to the Bidder.

C. General Conditions of Contract (GCC)

1. DEFINITIONS

2.1. In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- c. "Goods" means all the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions or the labels, packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.

- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract contained in the relevant section of this document.
- g. "The Procuring Agency" means the Punjab Forensic Science Agency- Lahore
- h. "The Bidder" means the individual or firm offering/participating in supplying the goods under this Bidding Document.
- i. "Day" means official working day excluding national holidays.

2. APPLICATION

- 2.1. These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Bidding Documents/Contract.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.1. The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.
- 3.2. Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 3.3. The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

4. PATENT RIGHTS

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

5. ENSURING STORAGE ARRANGEMENTS

- 5.1. To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency before goods are loaded on ship and at least four weeks prior to the arrival of the consignments at its store / warehouse. However, in case no space is available at its store / warehouse at the time of supply, the Procuring Agency shall, within ten days to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

6. DELIVERY AND DOCUMENTS

- 6.1. The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified.

7. INCIDENTAL SERVICES

- 7.1. The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price. Incidental services as mentioned earlier

8. ASSIGNMENT

- 8.1. The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
- 8.2. The procuring agency may assign any or all rights and responsibilities to another agency or entity.

9. DELAYS IN THE BIDDER'S PERFORMANCE

- 9.1. Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
- 9.2. If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.

10. TERMINATION FOR DEFAULT

- 10.1. The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
 - a. The Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
 - b. The Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency
 - c. The Bidder has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

11. FORCE MAJEURE

- 11.1. The Bidder shall not be liable for forfeiture / encashment of its Performance Guaranty/ Bid Security, or termination/ blacklisting for default if and to the extent that this delay in performance or other failure to perform its

obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof.

The Committee, constituted by the Procuring Agency for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

12. TERMINATION FOR INSOLVENCY

- 12.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

13. ARBITRATION AND RESOLUTION OF DISPUTES

- 13.1. The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 13.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution through arbitration in accordance with the Arbitration Act, 1940.
- 13.3. In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator shall be mutually appointed by the Procuring Agency and the Bidders. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

14. GOVERNING LANGUAGE

- 14.1. The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

15. APPLICABLE LAW

15.1. This Contract shall be governed by the laws of Pakistan and the courts of Lahore shall have exclusive jurisdiction.

16. PERFORMANCE SECURITY

16.1. The Bidder shall submit a performance security as specified.

D. Special Conditions of Contract (SCC)

1. PAYMENT

The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

- a) Payment shall be made in Pak Rupees.
- b) The Procuring Agency shall pay of the invoice value against satisfaction of services. The payment will be made to the Bidder within 15 days of the receipt of original invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee.

2. ARBITRATION" AND RESOLUTION OF DISPUTES

Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed mutually by the Procuring Agency and the Bidder. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

3. PERFORMANCE SECURITY

The successful Bidder shall furnish Performance Security within 30 days from the date of letter of award. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. Performance Security will be equal to 10% of the Contract amount in in shape of a Bank Guarantee issued by a Bank AA+ Long Term rated by State Bank of Pakistan or from a foreign bank duly counter guaranteed by a Bank AA+ Long Term rated by State Bank of Pakistan that will remain with the procuring agency till satisfactory completion of Warranty period. In case of Extended Warranty, the Performance Security will be returned after the period of Completion of Extended Warranty.

TECHNICAL SPECIFICATIONS

SPECIFICATIONS / SCOPE OF WORK

The technical specifications / Scope of work are attached at ANNEX-1

SPECIAL NOTE:

- i. The Procuring Agency will evaluate and compare the bids on the basis of each Tender Specified at Annex-1.
- ii. The civil and MEP work if any required for the installation will be carried-out by the Bidder.
- iii. All site specific work required at site for the system viz. Lead Glass/special antistatic flooring, environment control/radiation protection must be included in the price.
- iv. Bidder must provide the User/Technical/Maintenance/Schedule etc.

F. SAMPLE FORMS

1. PERFORMANCE GUARANTEE/SECURITY FORM

FORM OF PERFORMANCE

SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with
address: _____

(Scheduled Bank in

Pakistan)

Name of Principal (Supplier/Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Notification of Award No. _____

Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Notification of Award (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto _____ the

(hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Notification of Award for _____ (Name of Contract) for the _____

(Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the

Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of GCC, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

3. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2018
between

Punjab Forensic Science Agency (hereinafter called “the Procuring Agency”) of the one part and **[Name of Bidder]** of **[city and country of Bidder]** (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **[brief description of goods and services]** and has accepted a bid by the Bidder for the supply of those goods and services in the sum of **[contract price in words and figures]** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Bid Form and the Price Schedule submitted by the Bidder;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract; and
 - f. the Procuring Agency’s Notification of Award.
 - g. Performance Security
3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed in the Contract.

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

Signed / Sealed by Procuring Agency
Authorized Bidder / Authorized Agent

BID FORMS

TECHNICAL BID FORM

Date:.....

To:

Punjab Forensic Science Agency, Lahore, Pakistan

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
- (b) We offer to execute and complete in conformity with the Bidding Documents for the following Tender
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- (c) Our Bid consisting of the Technical Bid and the Price Bids shall be valid for a period of.....days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the undertakings and obligations of our bid, we submit there with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with Bidding Documents (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed here with in accordance Bidding Documents.

Name.....

In the capacity of

.....

Signed.....

.....

Duly authorized to sign the Bid for and on behalf of

.....Date.....

Address.....

.....

General Information

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
8.	NTN#	
9.	Name, Designation and Mobile Number of Firm's Representative	

Detail of Owners/ Directors

	Name	Designation	Nationality
1.			
2.			
3.			
4.			
5.			

Joint Venture Summary

Names of all Members of a Joint Venture
1. Lead Member
2. Member

Financial Soundness

Name of Applicant

A copy of the audited financial statements of the past three (3) financial years must be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years.

Financial information in Pak Rupees	FY2014-2015	FY2015-2016	FY2016-2017
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current assets			
Current liabilities			
Profits before taxes			
Profits After taxes			
Total Debt			
Total Equity			
Total Revenue			

Summary of Supply & Installation Projects

Name of Applicant

Project Name Description of Equipment Supplied/Installed	Organization Name	Year of Completion	Location

NOTE:

- 1. Provide separate form for each LOT Applied**

Summary of Satisfactory Performance

Name of Applicant

Project Name Description of Equipment Supplied/Installed	Employer Name	Year of Completion	Performance (Satisfactory/ Not Satisfactory)

NOTE:

- 1. Provided Satisfactory Performance Certificates from Client**

List of Technical Staff

Tender No.

Attach certificates of Trainings.

DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT

[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT: _____

SUBJECT: DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT & AVAILABILITY

We hereby certify that the personnel nominated in Form-6 are employed by our firm on permanent basis and are available for the above-mentioned Assignment.

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE

DECLARATION OF OWNERSHIP/LEASE OF EQUIPMENT

[To be submitted on Company Letterhead]

TOWHOMITMAYCONCERN

PROJECT:

SUBJECT: DECLARATION OF OWNERSHIP OF EQUIPMENT

We hereby certify that the equipment mentioned in Form-08 is owned by our firm and is available in Pakistan for the above-mentioned Assignment at Lahore Office.

Yours Sincerely,

COMPANY NAME:

AUTHORIZED REPRESENTATIVE

AFFIDAVIT FOR CORRECTNESS OF INFORMATION
(To be printed on PKR 100 Stamp Paper)

Name: _____

I, the undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Punjab Forensic Science Agency-Lahore (PFSA) deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the PFSA.

PFSA undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer

Name of Firm

Date

**Joint Venture Agreement
(Applicable to Joint Venture Only)**

**(Should be a Formal JV agreement on a Stamp Paper of value
PKR1,000)**

To:

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

[Name and address of the Applicant firm]

Who, for the purpose of this Agreement shall hereinafter called "Lead Member". They hereby declare:

1. That they will legalize a Joint Venture in case the Contract is awarded to JV.
2. That they have nominated _____(name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr./Ms. _____(name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the successful completion of scope of works under the contract.
5. That this Joint Venture is constituted for the purpose of supply, installation, commissioning and maintenance of medical equipment.
6. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer. Signed for and on behalf of [Name of the Lead Member]

Signature

Name:

Designation:

Date:

Seal

1. Signed for and on behalf of [Name of the Lead Member]

Signature

Name:

Designation:

Date:

**Power of Attorney for Lead Member of Joint Venture(JV)
(Applicable to Joint Venture Only)**

*[To be printed on a PKR100
stamp paper]*

Whereas the Punjab Forensic Science Agency-Lahore (PFSA) has invited Application for _____

Whereas, it is necessary for the JV to designate one of the JV Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's Application for the Project and its execution.

NOW THERE FORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the " Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s

_____, having its registered office at _____, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the qualification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us/JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF ___ 20**.

For: (Signature)

(Name, Title and Address)

For: (Signature)

(Name, Title and Address)

Witnesses: 1.

(Executants) For:

(Name, Title and Address)

Witnesses: 2

(Executants) For:

(Name, Title and Address)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as are solution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Financial Bid Form

1. BID FORM

To: PFSA-Lahore

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of **[Total Bid Amount Rs.**

[Bid Amount in words _____ only]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

- If our bid is accepted, we shall obtain a performance security in shape of unconditional guarantee of a bank in the sum of 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.
- We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us.
- Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and/or notification of award, by the Procuring Agency, shall constitute a binding Contract between us.
- We understand that you are not bound to accept the lowest or any bid you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Price Schedule

A- PRICE SCHEDULE IN PAK RUPEES

Sr#	Item Name	One Time Charges	Site Name	Total Cost One Time	Monthly charges each site	Total Cost per Month Charges

ANNEX-1

TECHNICAL SPECIFICATIONS

Item wise Technical Specifications are given below; all the bidders are required to quote according to given specifications:

(Item#1)

Sr#	ITEM	DESCRIPTION	QTY
1	Internet (50 Mbps) Dedicated CIR with Live IPS	<ul style="list-style-type: none"> • Dedicated Internet bandwidth 50Mbps CIR (simultaneous upstream & downstream) • 30 live IP Addresses • 98.5% uptime • ISP must have redundant reliable internet connections with auto failover function at their own ends & will also provide at client premises. • Provision of bandwidth on reliable redundant and dual Fiber optic Media at client premises with auto failover equipment. • NMS provision with Onsite Installation of same circuit at Described premises site at Lahore. • Primary & Redundant link should be from different nodes and different route. 	50Mbps

NOTE:-

Offered service (Attachments):	Provide Description	Yes	No	Annex
ISPs Upstream Service Provider Names 1:				
ISPs Upstream Service Provider Names 2:				
ISPs setup details				
ISPs node & bandwidth availability at site details				
ISPs qualified engineers details				
Agreed to undergo with a SLA for the provision of the same with 98.5% uptime & Penalties upon noncompliance.				
Agreed to provide the requisite service within prescribed time frame.				

Note: Any equipment installed will be vendor responsibility according to requirement and no returnable. The bidder must have bid item no1, 2 and otherwise disqualified

**(Item#2)
DEDICATED DATA CONNECTIVITY VPN (4Mbps) IS REQUIRED AMONG 8
SATELLITE STATION AT DIVISIONS OF PUNJAB AND PFSA LAHORE HEAD
OFFICE.**

Sr#	ITEM	DESCRIPTION	QTY
1	Dedicated data VPN 4Mbps Connectivity	<ul style="list-style-type: none"> Dedicated data VPN bandwidth 4Mbps CIR (simultaneous upstream & downstream) 98.5% uptime Provision of bandwidth on reliable Fiber optic cable Media at client premises with equipment. NMS provision with Onsite Installation of same circuit at described premises site at Lahore Last Mile diagram is required. 	9 SITES (AS PER LIST)

NOTE:-

Offered service (Attachments):	Provide Description	Yes	No	Annex
ISPs Upstream Service Provider Names 1:				
ISPs setup details				
ISPs node & bandwidth availability at site details				
ISPs qualified engineers details				
Agreed to undergo with a SLA for the provision of the same with 98.5% uptime & Penalties upon noncompliance.				
Agreed to provide the requisite service within prescribed time frame.				

Note. : Any equipment installed will be vendor responsibility according to requirement and no returnable The Main HUB site PFSA Head office Thokar Naiz bag Lahore. The bidder must have bid item No1, 2 and otherwise disqualified, ISP must have redundant reliable data VPN connections on fiber optical cable. If redundant Fiber cable path is not available, ISP must provide reliable alternate link etc. .

Sr#	DIVISIONAL OFFICE NAME	ADDRESS
1	Gujranwala	Gujranwala Office: Punjab Forensic Science Agency Session Court Road, Opposite Punjab College Gujranwala.
2	Rawalpindi	Punjab Forensic Science Agency, Near DCO Office at District Court Rawalpindi.
3	Sargodha	Punjab Forensic Science Agency, Satellite to General Bus stand Stop Chungi No.9 to Ajnala Road on the Bank of Mittha Luk Distributri in between Water Testing Laboratory and Office of Mines Department Sargodha.
4	Faisalabad	Faisalabad Office: Punjab Forensic Science Agency Near Commerce College Abdullah pur pul Faisalabad.
5	Bahawalpur	Punjab Forensic Science Agency Near Railway Phatak Zakheera Chandi peer Bahawalpur.
6	D. G. Khan	Office D.G. Khan: Punjab Forensic Science Agency Near Social Welfare Complex Jail Road, Dera Ghazi Khan.
7	Multan	Punjab Forensic Science Agency, Gulraza Colony, Dar-ul-Aman Road, Near Judges Lodges Multan.
8	Sahiwal	Punjab Forensic Science Agency, Jail Road Androon Police Line Sahiwal.
9	Lahore	PFSA Head office Thokar Naiz bag Lahore

COMPLIANCE OF THE ISP SERVICE

Criteria	(Yes/No)
The bidder must be Major Internet Bandwidth Distributor – ISP license holder, Having Own Fiber Optic Cable. (Attach Proof)	
The ISP must have centralized trouble ticketing tool for call logging,	
monitoring and troubleshooting purpose	
Spanning Over 15,000 km Optical Fiber Cable in Pakistan (Attach Proof)	
Main NOCs Availability in at least 05 Major Cities of Pakistan (Attach Proof)	
ISP having Services i.e. System Integration, IP Core, Network Security & Surveillance System, Video Conferencing, Hosted and Communication Solution,	
The ISP should be able to provide online usage report through web.	
Service Level Agreement Uptime (SLA) >98.5%.	

IMPORTANT TERMS AND CONDITIONS:-

- 2.1- **Total 50 Mbps** CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for PFSA Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore. Pakistan Lahore.
 - 2.1.0 -Total 32Mbps CIR /dedicated data VPN is required over Fiber Optic cable for PFSA Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore. Pakistan Lahore.
 - 2.1.1-Dedicated data VPN 4Mbps bandwidth is required over Fiber Optic cable for each divisional level satellite station.
- 2.2- The internet and data VPN connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Center of PFSA Office and at all divisional level satellite station offices.

It is for 50Mbps dedicated internet at head office.
- 2.3- Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable) in case of any failover. Moreover, the route of redundant/ back-up link must be different from primary Fiber Optic Cable path.
- 2.4- In case of any major fault or damage to the physical media (Fiber Optic Cable – primary OR secondary links), the internet connectivity may be provided via wireless connection for the time being with same speed (*Not more than 1 working day*). If the ISP/ vendor fail to restore the internet service over physical media within the given time frame, Rs.1, 000 per hour will be fined.
- 2.5- Internet connectivity from Primary to Secondary and tertiary links must be auto swapped in case of any failover.
- 2.6- Vendor / firm will also provide a pool of 30 live IPs to PFSA Punjab. (Forensic science agency)
- 2.7- To keep the internet & data VPN connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 98.5%.
- 2.8- Internet service provider will conduct a thorough survey of the site for the installation of internet & Data VPN connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail.
- 2.9- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- 2.10- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects. The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided.
- 2.11- The vendor shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of already supplied unit.
- 2.12- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- 2.13- The Rate Contract (RC) will be valid for two years from the date of issuance of the order; however, it may be further extendable subject to performance of the internet service provider.

- 2.14- Monthly payment shall be made as postpaid and the mode of payment will be in PKR (Pakistani Rupees)
- 2.15- The rates should be quoted after allowing rebates/ discounts, if any.
- 2.16- All civil work e.g. installation, excavation , digging (soft or hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of PFSA will be the responsibility of the vendor/ firm.
- 2.17- The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, crimping, racking and related equipment/ devices shall be the liability of the vendor.
- 2.18- The ISP should be able to provide online usage report through web. The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of PFSA, Punjab.
- 2.19- The vendor/ firm will fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PFSA in order to avoid any damage to the cable.
- 2.20- The services provided by the vendor/ firm must support all kinds of error-free network traffic including Voice, Data and Video Streaming etc.
- 2.21- Basic necessary training of the installed equipment/ devices will be given to the Network Staff of PFSA to troubleshoot minor faults, errors etc.
- 2.22- The dedicated line/ service over Fiber Optic Cable so provided to PFSA will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the PFSA and successful bidder.
- 2.23- In case of complete break-down /dis-connectivity of internet services (Primary, Secondary and ternary links failure), a fine of Rs.1, 000 per hour will be imposed on the service provider.
- 2.24- If an average internet speed goes down to 33 % against 50 Mbps for 3 consecutive hours then Rs. 50/ hours will be charged as a fine. If internet speed goes down 66 % against 50 Mbps for 3 Consecutive hours, the clause 2.23 mentioned above will be invoked on per hours basis in this case.
- 2.25- The Vendor will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical Fiber Distribution Frame), Joint Enclosure and Media Convertor etc. Moreover, wireless devices will also be installed/ configured at the time of the completion of the work.
- 2.26- Income tax and GST Registered firms are eligible to participate in the tender.
- 2.27- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- 2.28- Incomplete tenders will not be accepted and over writing if any, on the tender document should be certified / verified by the firms.
- 2.29- Rate will be accepted on the basis of total lowest cost.
- 2.30- The Purchase Committee / Competent Authority can accept or reject all tenders without assigning any reason.
- 2.31- The validity of all rates quoted in bids will be 90 days after opening of bids.
- 2.32- Vendor will be responsible for whitelisting the IPs for telepresence /videoconferencing or any other need.
- 2.33- The maximum period allowed for installation of complete Internet Services are set to be 4-6 Weeks days from the award of the contract to the Vendor.