



GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT DEPARTMENT
MONITORING AND EVALUATION CELL
KARACHI

NOTICE INVITING TENDER

PROCUREMENT OF INTERNET SERVICES

NIT NO. Du AA/052/TAM/MEU/P&D/2016-17

Karachi, Date: 30-09-2016

1. The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh has received an allocation from Public Fund in Pak rupees towards the cost of **“Support for Implementation of World Bank Reform (under T.A.) to enhance capacity of M&E Cell in P&D, Govt of Sindh” / M&E Cell in P&D, Govt of Sindh (regular side)**. It is intended that part of the proceeds of this allocation will be applied to eligible payments under the contract for the **“Procurement of Internet Services”**.

2. The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh now invites sealed bids from the interested recognized Companies / Firms and Authorized Distributors / Dealers/Resellers and experienced suppliers in specific services under Sales Tax for the supply of services below:

Sr #	Items	Bid Security	Tender Fee	Remarks	
1	Provision of Internet Service for Monitoring & Evaluation Cell (MEC) in Planning & Development Department, Government of Sindh at following office locations:	2 % of the total quoted bid amount	Rs. 1000/-	Complete detail is given in the tender bidding document	
	9th Floor, Foakh Tower, Shakra-e-Faisal, Karachi				20 Mbps
	11th Floor, Lakson Square Building 1, Karachi				10 Mbps

3. The firm should be registered with the Income Tax & Sales Tax Departments.

4. The procedure for open competitive bidding shall be **Single Stage – Two Envelope procedure Rule No. 46 (2) SPPRA Rules 2010 (amended – 2013)**.

5. Bidding/Tender Documents availability schedule:

(i) **Issuance:** Documents will be issued from 5th October, 2016 to 25th October, 2016 (during office working hours) on the payment of Rs. 1000/- as tender fee.

(ii) **Last submission Date:** Last date will be 25th October, 2016 @ 1500 Hours.

(iii) **Opening Date:**

a. **Technical Bid** will be opened on 25th October, 2016 @ 1530 Hours.

b. **Financial Bid** will be opened on 27th October, 2016 @ 1530 Hours.

(iv). Place of bid issuance, submission, inquiries & opening is:-

Address:

ASSISTANT DIRECTOR (MEC),
P&D Department, Room No. 430, 3rd Floor,
Tughlaque House, Sindh Secretariat No. 2, Karachi .
Phone No. 021-99211927
Fax No. 021-99211416
Email: mjavedk65@gmail.com

6. Detail of Evaluation Criteria and General Terms & Conditions are given in tender bidding document.

7. The interested bidders can either obtain the bidding document from the MEC Head Office or download it from SPPRA (www.pprasindh.gov.pk) and/or MEC websites: (www.mecsindh.gov.pk/tenders.html) against the pay order of Rs. 1,000/- (non-refundable) in favour of DDO (MEC), P&D Department, Government of Sindh from any SBP scheduled bank (to be submitted along with the Pay Order of the amount aforementioned).



(M. JAVED KHAN)
ASSISTANT DIRECTOR (MEC)
MONITORING & EVALUATION CELL,
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH

TELE: 021-99211927

ASSISTANT DIRECTOR (MEC)
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
KARACHI



GOVERNEMENT OF SINDH
PLANNING & DEVELOPMENT
DEPARTMENT

NOTIFICATION

NO: SO(ADMN-I)/(P&D)16(17)/2012: In pursuance of Rule 7 of SPP Rules 2010 (Amended 2013), a Procurement Committee for purchase of Goods/Works/Rent Services for implementation of ADP scheme titled "Establishment of Regional Offices of M&EC at Karachi & Larkana" is hereby constituted with the following composition /TORs :

- | | |
|---|-------------------|
| 1. Director General (MEC), P&D Department | Chairman |
| 2. Sr. Director (MEC), P&D Department | Member |
| 3. Procurement Specialist (MEC), P&D Department | Member /Secretary |
| 4. Representative of Works & Services Deptt not below the rank of BS-18 | Member |
| 5. Representative of Industries Department not below the rank of BS-18 | Member |

Terms of Reference (TORs):

- Preparing Bidding Documents
- Carrying out technical as well as financial evaluation of the bids
- Preparing evaluation report provided in Rule-45.
- Making recommendations for the award of contract to the competent authority.
- Perform any other function ancillary and incidental to the above.

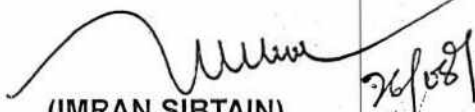
-MUHAMMAD WASEEM-
ADDITIONAL CHIEF SECRETARY (DEV)

NO: SO(ADMN-I)/(P&D)16(17)/2012:

Karachi, 26th August, 2016

A copy is forwarded for information and necessary action to:

- The Secretary to Government of Sindh, Finance Department, Karachi.
- The Director General Monitoring & Evaluation Cell, P&D Deptt, Govt. of Sindh, Karachi.
- The Accountant General Sindh, Karachi.
- The Chairman/Members of Committee (all)
- The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- P.S to ACS (Dev), P&D Department, Government of Sindh, Karachi.
- P.S. to Secretary (Planning)


(IMRAN SIBTAIN)
SECTION OFFICER (ADMIN-I)
PH: 021-991211926

26/08/2016



NOTIFICATION

NO: SO(ADMN-I)/(P&D)16(17)/2012: In pursuance of Rule-31 of SPP Rules 2010 (Amended 2013), a **Complaint Redressal Committee (CRC)** in respect of any grievance regarding procurement of Goods/Works/Rent Services for ADP scheme titled "Establishment of Regional Offices of M&EC at Karachi & Larkana" is hereby constituted with following composition/TORs:

- | | |
|---|----------|
| 1. Secretary (Planning) | Chairman |
| 2. Representative of AG Sindh | Member |
| 3. An Independent Professional from relevant field
(to be nominated by Head of Procuring Agency) | Member |

TERMS OF REFERENCES (TORs) :

- Prohibit the Consultant Selection Committee from acting or deciding in a manner, inconsistent with these rules and regulations;
- Annul in whole or in part, any unauthorized act or decision of the Consultant Selection committee; and
- Recommend to the Head of Department that the case be declared a misprocurement if material violation of Act, Rules, Regulations, orders, instructions or any other law relating to public procurement has been established.
- Reverse any decision of the Consultant Selection Committee or substitute its own decision for such a decision; Provided that the complaint Redressal committee shall not make any decision to award the contract.

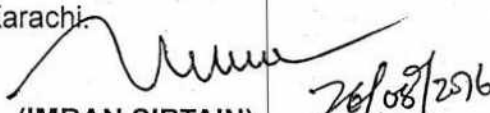
-MUHAMMAD WASEEM-
ADDITIONAL CHIEF SECRETARY (DEV)

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- The Accountant General Sindh, Karachi.
- The Chairman/Members of Committee. **(all)**.
- The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- P.S to ACS (Dev), P&D Department, Government of Sindh, Karachi.
- P.S to Secretary (Planning), P&D Department, Government of Sindh, Karachi.
- P.S to DG (MEC), P&D Department, Government of Sindh, Karachi.


(IMRAN SIBTAIN)
SECTION OFFICER (ADMIN-I)
PH: 021-991211926

REVISED ANNUAL PROCUREMENT PLAN FOR 2016-17

Name of Procuring Agency: **MONITORING & EVALUATION CELL (MEC), PLANNING & DEVELOPMENT DEPARTMENT, GOVT: OF SINDH**

Sr No.	Name of Procurement (Description)	Estimated Cost (Rs in Millions)	Procurement Method	Tentative date of Procurement Notice publication	Tentative date of Award of Contract	Tentative date of Completion	Source of Funding
1	Repair/Maintenance/Renovation of project office	2.037	Open Competitive Bidding	Aug -Sep 2016	Sep-Oct, 2016	Three Months	ADP scheme No. 1730 titled as "Support for Implementation of World Bank Reform (under T.A.) to enhance capacity of M&E Cell in P&D, Govt. of Sindh" and Regular Fund of MEC, P&D Deptt
	Purchase of Furniture/Fixtures for project office	7.517					
2	Procurement of Internet services	5.00	-do-	Oct-Nov, 2016	Nov-Dec, 2016	Two Year (Extendable)	
3	Project Office Space required on rent	12.600	-do-	Oct-Nov, 2016	Nov-Dec, 2016	One Year (Extendable)	
4	Repair/Maintenance/Renovation of project office	11.894	-do-	Nov-Dec 2016	Dec, 2016 - Jan 2017	Three Months	ADP scheme No. 1728 titled as "Establishment of Regional Offices of M&EC at Karachi & Larkana"
	Purchase of Furniture/Fixtures for project office	9.860					
5	Procurement of Machinery and Equipments/ IT Equipments / Softwares/ Other Items	23.835	-do-	Nov-Dec 2016	Dec, 2016 - Jan 2017	Two Months	
6	Outsourcing of consultancy services for Third Party Monitoring/Evaluation / Validation of Dev schemes.	50.00	-do-	Nov-Dec 2016	Dec, 2016 - Jan 2017	Six Months	Funding through 1% TPM account


(SYED IMTIAZ ALI SHAH)
DIRECTOR GENERAL (MEC)



GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT DEPARTMENT
MONITORING AND EVALUATION CELL
KARACHI

Tender No. NIT # Dir. AA/OS2/TDM(MEC)/P&D/2016 Date: 30-09-2016
17

**Tender Document
For
Procurement of Internet Services**

Last date for Bid Submission: 25th October, 2016 @ 1500 hours
Date of Technical Bid Opening: 25th October, 2016, 2016 @ 1530 hours
Date of Financial Bid Opening: 26th October, 2016, 2016 @ 1530 hours

October, 2016

**Monitoring & Evaluation Cell,
P&D Department, Government of Sindh**
Room No. 430, 3rd Floor, Sindh Secretariat No. 2, (Tughlaque House), Karachi
Phone: 021-99211927

Table of Contents	
Part No	Detail
	Disclaimer
	Notice Inviting Tender
Part A	Instruction For Bidders
Part B	Schedule of Requirement
Part C	Bill Of Quantities (BOQs) and Technical Specification
Part D (I)	Bid Letter
Part D (II)	Tender Form
Part D (III)	Eligibility Criteria
Part D (IV)	Price Schedule in Pak Rs
Part E	Sample Contract Form
Part F	Draft Terms & Conditions of Contract

Disclaimer

This tender document ('Tender') does not constitute a binding agreement or an offer or invitation by the Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh to any party other than the qualified bidders to submit the Bids. The principle purpose of this Tender is to provide the bidders with information that shall form the basis of their proposals or bids. This Tender contains the minimum requirements and information desired by the Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh. The contents hereof may be supplemented by the Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh as it deems appropriate. Each bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this Tender to its satisfaction. The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the Tender. The Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this Tender.



GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT DEPARTMENT
MONITORING AND EVALUATION CELL
KARACHI

NOTICE INVITING TENDER

PROCUREMENT OF INTERNET SERVICES

NIT NO. Dir. A.A/OS2/TPM/M&E/P&D/2016-17

Karachi, Date: 30-09-2016

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Tughlaque House, Sindh Secretariat No. 2, Karachi .
Phone No. 021-99211927
Fax No. 021-99211416
Email: mjavedk65@gmail.com

6. Detail of Evaluation Criteria and General Terms & Conditions are given in tender bidding document.

7. The interested bidders can either obtain the bidding document from the MEC Head Office or download it from SPPRA (www.pprasindh.gov.pk) and/or MEC websites: (www.mecsindh.gov.pk/tenders.html) against the pay order of Rs. 1,000/- (non-refundable) in favour of DDO (MEC), P&D Department, Government of Sindh from any SBP scheduled bank (to be submitted along with the Pay Order of the amount aforementioned).



(M. JAVED KHAN)
ASSISTANT DIRECTOR (MEC)
MONITORING & EVALUATION CELL,
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH

TELE: 021-99211927

ASSISTANT DIRECTOR (MEC)
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
(KARACHI)



**GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT DEPARTMENT
MONITORING AND EVALUATION CELL
KARACHI**

Part A: Instruction For Bidders

1. INTRODUCTION

- i. Name of Procuring Agency is "Monitoring & Evaluation Cell (MEC), P&D Department, Government of Sindh".
- ii. Name of Project is "Support for Implementation of World Bank Reform (under T.A.) to enhance capacity of M&E Cell in P&D, Govt of Sindh"
- iii. Name of Contract is "Procurement of Internet Services".
- iv. Address of Procuring Agency is as under:

ASSISTANT DIRECTOR (MEC),
Monitoring & Evaluation Cell,
P&D Department, Room No. 430, 3rd Floor,
Tughlaque House, Sindh Secretariat No. 2, Karachi .
Phone No. 021- 99211927
Fax No. 021-99211416
Email: mjavedk65@gmail.com

v. The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Monitoring & Evaluation Cell, P&D Department, GoS, shall be written in English. Supporting documents 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.

2. BID PRICE & CURRENCY:

- i. Bids are invited in Pak Currency.
- ii. Price shall be written in figures as well as in words.
- iii. The price shall be fixed and final and shall include all applicable government taxes, duties and other levies as of the date of Bid opening. In case of any change in rates due to imposition of new taxes by the federal or provincial government, change in existing tax rates on the Contract goods, the rate differential shall be payable by the Bidder.
- iv. All the incidental services like installation/commissioning of equipment till its working condition and training to the concerned staff will also the responsibility of bidder; therefore, the cost impact of all those activities should be included in the bid price.
- v. All Zila, Octroi and other provincial taxes will be born by the Supplier.
- vi. Transportation including loading/ unloading shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price.

vii. 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 Bidder/ Supplier do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

viii. Price offered for any item should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. **Conditional offer will also be considered as non-responsive Bidder.**

3. VALIDITY PERIOD FOR BID

Bids shall remain valid for the period of **ninety (90) days** after the date of opening of bids. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

4. BID SECURITY MONEY

i. Bid Security Money at the rate of 2 % of the quoted value, should accompany the tender in the shape of Pay Order from a SBP scheduled bank drawn in favor of DDO (MEC), P&D Deptt, Government of Sindh. **The Tenders received without Bid Security Money will stand rejected.**

ii. Bid Security Money shall remain valid for a period of 28 days beyond the validity period for bids.

5. LAST DATE & PLACE FOR SUBMISSION OF BID

Last date for bid submission is 25th October, 2016 at 1500 hours at Director General (MEC), P&D Department, Room No. 414, 3rd Floor, Sindh Secretariat No. 2, (Tughlaque House), Karachi. The tender received late will not be entertained.

6. DATE & PLACE OF BID OPENING

Tender will be opened by the Procurement Committee in the presence of bidders/ representative of bidders as following schedule at Director General (MEC), P&D Department, Room No. 414, 3rd Floor, Sindh Secretariat No. 2, (Tughlaque House), Karachi:

- a) Technical Bid will be opened on 25th October, 2016 @ 1530 Hours.
- b) Financial Bid will be opened on 27th October, 2016 @ 1530 Hours.

7. BID SUBMISSION & OPENING GUIDELINES

i. Following detail of firm should be provided:

- a) Details of the firm with name, address,, status of the firm (whether Sole proprietorship, partnership or limited company) phone numbers, e-mail.
- b) Details of products/services.
- c) Registration documents: Sales tax registration certificate, NTN, PSEB etc.
- d) Client details (description of project, brief specifications of products/services, size of the project, Location) of relevant and general products/services provided in government and private sector.

Note: Documents should be hard copies and properly indexed and paginated.

ii. The Tender shall be typed or written in indelible black ink and shall be numbered, signed and stamped by the person or persons duly authorized to sign on behalf of the Bidder. Bid shall be submitted in a sealed, opaque envelope.

iii. A **Single Stage-Two-Envelope Procedure Rule No. 46 (2) SPPRA Rules 2010 (amended – 2013)** shall be adopted in ranking of bids and following will be observed:

- a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- c) Bid envelopes should inscribed with:

Tender/NIT No & Date:

-----dated:-----

Last date & time:

Date:----- Time:-----

Address as follows:

ASSISTANT DIRECTOR (MEC),
P&D Department, Room No. 430, 3rd Floor,
Tughlaque House,
Sindh Secretariat No. 2, Karachi.
Phone No. 021-99211927
Fax No. 021-99211416
Email: mjavedk65@gmail.com

iv. Envelopes shall be marked by name of the assignment, and sealed. If the bid is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the bid as non-responsive.

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

vi. The Procurement Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

vii. Arithmetical errors will 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

viii. The Procurement Committee may waive any minor informality, 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.

8. BID EVALUATION / ELIGIBILITY CRITERIA:

A) Bid Evaluation Criteria:

i. The eligible bids, which closely conform to the Technical Specification given in bidding documents and are substantially responsive to the bidding documents, will be compared on the basis of their evaluated costs. The bid with the lowest evaluated cost, which may not necessarily be the lowest priced bid, shall be selected for award of contract.

B) Eligibility Criteria:

i. Prior to Technical Evaluation, the Procurement Committee shall perform pre-screening on the Yes / No basis to determine the substantial responsiveness of each bid to the bidding documents and under following conditions bid will be rejected and declared as Non-Responsive:

Sr. No	Requisite	Evidence required to be attached	Compliance / Proof (Attached)	
			Yes	No
01	Minimum 03 years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Work Orders (during this period)		
02	Registration with FBR for Income Tax, Sales Tax, and Registration with Sindh Revenue Board (SRB)	NTN & GST Certificates issued by FBR Registration Certificate issued by SRB		
03	Active Tax Payer	Online Verification for FBR Website		
04	Firm/Company has never been blacklisted	Affidavit on Rs. 100/- Stamp paper from the owner of the company stating that the "Firm" has never been blacklisted by any organization in the past		
05	Bids accompanied by required bid security amount and in proper form.	Bid Security Money at the rate of 2 % of the quoted value in the shape of Pay Order from a SBP scheduled bank drawn in favor of DDO (MEC), P&D Deptt, Government of Sindh		
06	Price offered for any item in bid is for the entire quantity demanded	Price offered for any item should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected.		

Note:

- Attachment of relevant evidence in each above requisite is mandatory. In case of no provision of evidence in any of the requisite, the company will be straight away disqualified.

ii. If a bid is Non-Responsive, it will be rejected by the Procurement Committee and can not subsequently be made responsive by the Bidder by correction of the nonconformity.

iii. Only bids that qualify pre-screening evaluation shall be considered for Technical Evaluation.

C) Technical Evaluation:

i. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened & envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.

ii. A technical evaluation shall be made by Procurement Committee to evaluate responsiveness of bids for conformance to the Technical Specification/BOQ given in bidding documents as Part C on Yes/No Basis.

iii. In addition to the bid price, during bids evaluation, Procurement Committee may also take into account the following:

- a) Delivery or implementation time.
- b) After Sales Service & Technical support.
- c) Any deviations in payment schedule.

D) Financial Evaluation:

During, Financial Evaluation, the bids, which closely conform to the Technical Specification given in bidding document and are substantially responsive to the bidding documents, shall be compared on the basis of their evaluated costs. The bids with the lowest evaluated cost, which may not necessarily be the lowest priced bid, shall be selected for award of contract.

9. ACCEPTANCE OF OFFERS

The Monitoring & Evaluation Cell, P&D Department, GoS reserves the right to accept or reject part or whole bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Monitoring & Evaluation Cell, P&D Department, GoS's action.

10. DELIVERY TIME & PLACE

i. The maximum period allowed for installation of complete Internet Services are set to be 15 days from the award of the contract to the Vendor.

ii. Locations for delivery of Internet service are as under:

SR.#	PARTICULARS	QTY.	SPECIFICATION	DELIVERY ADDRESS
1	Bandwidth	20 Mbps 10 Mbps	BOQ/ Specification detail is given in Part "C" of bidding documents	Monitoring & Evaluation Cell(MEC) in Planning & Development Department, Government of Sindh office locations at: ➤ 9TH Floor, Foakh Tower, Shahrah-e-Faisal, Karachi ➤ 11th Floor, Lakson Square-1, Sarwar Shaheed Road, Karachi

11. INSPECTION & ACCEPTANCE

i. Internet Service shall be acceptable only after Technical Report carried out by the MIS Directorate Team constituted by the Director General, Monitoring & Evaluation Cell, P&D Department, GoS.

ii. The Monitoring & Evaluation Cell, P&D Department, GoS reserves the right to reject Internet Service if it does not conform to the provided BOQ / specification given in bidding documents.

12. PAYMENT

i. The subject service Contract initially will be valid for two years from the date of issue of order. However, it can be further extended subject to satisfactory performance of the internet service provider on mutual consent.

ii. The payment will be made to the Supplier on receipt of original invoice(s) including those of GST in triplicate duly completed in all respect on monthly basis.

iii. Less 0.25% as service charges and 0.3 % stamp duty of the value of the contract by Accountant General Sindh-Karachi, while making payment to the contractor.

13. Corrupt or Fraudulent Practices

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing 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 Monitoring & Evaluation Cell, P&D Department, GoS, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Monitoring & Evaluation Cell, P&D Department, GoS of the benefits of free and open competition;

(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Monitoring & Evaluation Cell, P&D Department, GoS, designed to influence the action of any party in a procurement process or the execution of a contract.

(iv) "coercive practices" means 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.

Note: *Monitoring & Evaluation Cell, P&D Department, GoS will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive or coercive practices in competing for the contract in question and will declare that firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract.*

14. GENERAL TERMS & CONDITIONS

i. No Fax, e-mail or telegraphic bid offers will be entertained by the Monitoring & Evaluation Cell, P&D Department, GoS.

ii. Conditional bids will not be entertained Monitoring & Evaluation Cell, P&D Department, GoS.

iii. The bid shall be properly signed, named & stamped by the Contractor / Supplier / Proprietor / Partners thereof, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing to do so .

iv. Form of Price Schedule is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

v. The bidder should clearly mention the validity of offer, terms of payment, warranty period and schedule of delivery, in case of failure, subject bid may be rejected.

vi. The Bidder should examine all the 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 will be at the Bidder's risk and may result in the rejection of its bid.

vii. In the event of tender being accepted, the bidder should for purpose of identification, sign copies of specification and other documents as may be necessary, in the event being reject, the bid security money deposited by the bidder will be returned on furnishing a receipt.

viii. The Monitoring & Evaluation Cell, P&D Department, GoS may waive any minor informality, 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.

ix. All documentation shall be either printed or written in permanent ink. Entries with lead pencil are not acceptable. Any corrections shall be initialed and stamped by an authorized representative of the Bidder.

x. A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency through email indicated in the Notice Inviting Tender. The Monitoring & Evaluation Cell (MEC), P&D Department, GoS shall respond to any request for clarification of the bidding documents, which it receives no later than seven 7 days prior to the deadline for the submission of bids.

xi. At any time prior to the deadline for submission of bids, the Monitoring & Evaluation Cell, P&D Department, GoS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

xii. Any bid received by the Monitoring & Evaluation Cell, P&D Department, GoS after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

xiii. Procurement Committee reserves the right to obtain clarifications from any bidder in respect of items quoted by them. The replies of bidder will be recorded and will form part of bid documents.

xiv. The required quantity of bandwidth may be increased / decreased or dropped by PA without giving any reason or notice.

xv. The Bidder shall bear all costs associated with the preparation and submission of its bid, and Monitoring & Evaluation Cell, P&D Department, GoS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

xvi. 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 the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

xvii. Any effort by a Bidder to influence the Monitoring & Evaluation Cell, P&D Department, GoS in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

xviii. The Bidder/Supplier shall indemnify the Monitoring & Evaluation Cell, P&D Department, GoS 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 Pakistan.

xix. The contract resulting from this invitation shall be governed by SPP Rules 2010 (Amended in 2013).

Yours faithfully,



**(M. JAVED KHAN)
ASSISTANT DIRECTOR (MEC)
MONITORING & EVALUATION CELL,
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH**

TELE: 021-99211927

**ASSISTANT DIRECTOR (MEC)
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
KARACHI**



**GOVERNMENT OF SINDH
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MONITORING AND EVALUATION CELL
KARACHI**

Part B: Schedule of Requirement

SR.#	PARTICULARS	QTY.	SPECIFICATION	DELIVERY ADDRESS
1	Bandwidth	20 Mbps 10 Mbps	BOQ/ Specification detail is given in Part "C" of bidding documents	Monitoring & Evaluation Cell(MEC) in Planning & Development Department, Government of Sindh office locations at: <ul style="list-style-type: none">➤ 9TH Floor, Foakh Tower, Shahrah-e-Faisal, Karachi➤ 11th Floor, Lakson Square-1, Sarwar Shaheed Road, Karachi

Important Terms & Conditions:

- i. The maximum period allowed for installation of complete Internet Services are set to be 15 days from the award of the contract to the Vendor.
- ii. The Rate Contract (RC) will be valid for two years from the date of issue of order. However, it can be further extended subject to performance of the internet service provider.
- iii. The successful bidder should have to demonstrate / install supply Internet Services at the site on his own expenses.
- iv. Total 20 Mbps CIR/ dedicated synchronous internet bandwidth is required over Fiber Optic Cable for MEC-MIS Office, situated at 9th Floor, Foakh Tower, Shahrah-e-Faisal, Karachi and 10 MBPS CIR/ dedicated internet bandwidth at 11th Floor, Lakson Square Building-1, Sarwar Shaheed Road, Karachi.
- v. The Internet connectivity along with all related device/ equipment e.g. routers, modules, convertors etc. will be directly terminated in the Data Center of MEC-MIS Office.
- vi. 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.
- vii. In case of any major fault or damages to the physical media (Fiber Optic Cable – primary and 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 fails to restore the internet service over physical media within the given time frame, Rs. 1,000 per hour will be fined.
- viii. Internet connectivity from Primary to Secondary and ternary links must be auto swapped in case of any failover.
- ix. Vendor / firm will also provide a pool of 14 live IPs to MEC-MIS.

- x. To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30%.
- xi. Internet service provider will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- xii. The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- xiii. 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.
- xiv. 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 unit supply in any case.
- xv. All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IDAP will be the responsibility of the vendor/ firm.
- xvi. The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of vendor.
- xvii. 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 MEC-MIS.
- xviii. The vendor/ firm will also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of IDAP in order to avoid any damage to the cable.
- xix. The services provided by the vendor/ firm must support all kinds of error- free network traffic including Voice, Data and Video Streaming etc.
- xx. Basic necessary training of the installed equipment/ devices will be given to Network Staff of MEC-MIS to troubleshoot minor faults, errors etc.
- xxi. The dedicated line/ service over Fiber Optic Cable or wireless so provided to MEC-MIS will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the Ground party and second party.
- xxii. In case of complete break-down /dis-connectivity of internet services (Primary, Secondary and ternary links go down). A fine of Rs. 1,000 per hour will be imposed.
- xxiii.. If an average internet speed goes down to 33 % against 20/8 Mbps for 3 consecutive hours then Rs. 50/ hours will be charged as fine. If internet speed goes down 66 % against 20/8 Mbps for 3 Consecutive hours, the clause (xxii) mentioned above will be invoked on per hour basis in this case.
- xxiv. The second party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical Fiber Distribution Frame), Joint Enclosure and Media Converter etc. Moreover, wireless devices will also be installed/ configured at the time of the completion of work, if second party is providing wireless connectivity as back-up for the time being.

xxv. The ISP must provide a usage report i.e. MRT Graph (multi-router traffic) that can be accessed directly by Technical Staff the MIS Directorate (MEC).

Yours faithfully,



(M. JAVED KHAN)
ASSISTANT DIRECTOR (MEC)
MONITORING & EVALUATION CELL,
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH

TELE: 021-99211927

ASSISTANT DIRECTOR (MEC)
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
KARACHI



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KARACHI**

Part C:

(a) Bill of Quantities (BOQs) / Technical Specifications

Sr.#	PARTICULARS	QTY.	DESCRIPTION
1.1	Bandwidth	20 Mbps 10 Mbps	<u>Project Address:</u> Monitoring & Evaluation Cell(MEC) in Planning & Development Department, Government of Sindh office locations at: ➤ 9 TH Floor, Foakh Tower, Shahrah-e-Faisal, Karachi ➤ 11 th Floor, Lakson Square-1, Sarwar Shaheed Road, Karachi
1.2	IP Pool	14 IPs	-
1.3	Service Level Agreement Should Includes	-	- CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable - Minimum SLA level uptime should be 99.3 % - Vendor Should be a Major Bandwidth Distributor (having own Fiber Optic Cable)
1.4	Last Mile Medias	-	- Primary Media should be Optical Fiber Cable - Secondary Media Should be the same (Redundant Fiber Optic Cable)

(b) Important Terms & Conditions:

- i. The maximum period allowed for installation of complete Internet Services are set to be 15 days from the award of the contract to the Vendor.
- ii. The Rate Contract (RC) will be valid for two years from the date of issue of order. However, it can be further extended subject to performance of the internet service provider.
- iii. The successful bidder should have to demonstrate / install supply Internet Services at the site on his own expenses.
- iv. Total 20 Mbps CIR/ dedicated synchronous internet bandwidth is required over Fiber Optic Cable for MEC-MIS Office, situated at 9th Floor, Foakh Tower, Shahrah-e-Faisal, Karachi and 10 MBPS CIR/ dedicated internet bandwidth at 11th Floor, Lakson Square Building-1, Sarwar

Shaheed Road, Karachi.

v. The Internet connectivity along with all related device/ equipment e.g. routers, modules, convertors etc. will be directly terminated in the Data Center of MEC-MIS Office.

vi. 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.

vii. In case of any major fault or damages to the physical media (Fiber Optic Cable – primary and 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 fails to restore the internet service over physical media within the given time frame, Rs. 1,000 per hour will be fined.

viii. Internet connectivity from Primary to Secondary and tertiary links must be auto swapped in case of any failover.

ix. Vendor / firm will also provide a pool of 14 live IPs to MEC-MIS.

x. To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30%.

xi. Internet service provider will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.

xii. The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.

xiii. 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.

xiv. 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 unit supply in any case.

xv. All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IDAP will be the responsibility of the vendor/ firm.

xvi. The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of vendor.

xvii. 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 MEC-MIS.

xviii. The vendor/ firm will also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of IDAP in order to avoid any damage to the cable.

xix. The services provided by the vendor/ firm must support all kinds of error- free network traffic including Voice, Data and Video Streaming etc.

xx. Basic necessary training of the installed equipment/ devices will be given to Network Staff of MEC-MIS to troubleshoot minor faults, errors etc.

xxi. The dedicated line/ service over Fiber Optic Cable or wireless so provided to MEC-MIS will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the Ground party and second party.

xxii. In case of complete break-down /dis-connectivity of internet services (Primary, Secondary and ternary links go down). A fine of Rs. 1,000 per hour will be imposed.

xxiii.. An average internet speed goes down to 33 % against 20/8 Mbps for 3 consecutive hours then Rs. 50/ hours will be charged as fine. If internet speed goes down 66 % against 20/8 Mbps for 3 Consecutive hours, the clause (xxii) mentioned above will be invoked on per hour basis in this case.

xxiv. The second party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical Fiber Distribution Frame), Joint Enclosure and Media Convertor etc. Moreover, wireless devices will also be installed/ configured at the time of the completion of work, if second party is providing wireless connectivity as back-up for the time being.

xxv. The ISP must provide a usage report i.e. MRT Graph (multi-router traffic) that can be accessed directly by Technical Staff the MIS Directorate (MEC).

(c) Bidder firm / company profile must fill the following details in the table below:

(A) - Clients Detail

Company Detail	Total Bandwidth Sold to local firms (media)	Total Bandwidth Sold To international firms (media)	Internet Connectivity Via (Please Mention if the options is not available in list)
Name			SMW 3 SMW X
Postal Address			
Contact Details			
UAN, Phone, Emails			

(B) Top 10 Customers of bidding firm / company (ranked in terms of Bandwidth served) in Pakistan.

Company Name	Contact Person Details with Phone, Email etc.	Bandwidth Sold

(C) 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)	

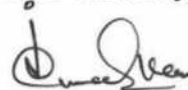
The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose		
Spanning Over 5,000 km Optical Fiber Cable in Pakistan (Attach Proof)		
Main NOCs Availability in at least 05 Major Cities of Pakistan (Attach Proof)		
ISP having Services i.e. System Integration, IP Core, Network Security & Surveillance System, Video Conferencing, Hosted and Communication Solution,		
ISP must provide Internet Bandwidth on Fiber Optic to Customer Premises inclusive of its last mile, on Fiber Optic, up-to MEC-MIS network equipment		
The ISP should be able to provide online usage report through web.		
Service Level Agreement Uptime (SLA) >99.30%.		

(D) Technical/ Administrative Support:

Please include a brief description about your technical/ administrative support team and your complaint Redressal mechanism in the table below. Round-the-clock complaint registration and follow up is minimum criteria. Please define your organizational escalation matrix clearly.

Structure of Technical/ Administrative Support Team and Escalation Matrix	Complaint Registration	Alert Mechanism for Informing Customers
	24x7	

Yours faithfully,



(M. JAVED KHAN)
 ASSISTANT DIRECTOR (MEC)
 MONITORING & EVALUATION CELL,
 PLANNING & DEVELOPMENT DEPARTMENT
 GOVERNMENT OF SINDH

TELE: 021-99211927

ASSISTANT DIRECTOR (MEC)
 PLANNING & DEVELOPMENT DEPARTMENT
 GOVERNMENT OF SINDH
 KARACHI



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MONITORING AND EVALUATION CELL
KARACHI

Part D (I): Bid Letter

Date: _____
NIT No: Dir-AA/052/TPM/MEC/P&D/
2016-17

To:

Assistant Director (MEC),
P&D Department,
3rd Floor, Room No. 430
Sindh Secretariat No. 2, (Tughlaq House),
Karachi.

Gentleman:

Having examined the bidding documents we, the undersigned, offer to provide Internet Services [description of services] for project office [Locations] and deliver services in conformity with the BOQ / Specification and Terms & Conditions given in bidding documents as Part C for the sum of **[total bid amount in words and figures]** 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 service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will furnish a Pay Order (refundable) from SBP scheduled banks in favor of DDO (MEC), P&D Deptt, Government of Sindh in a sum equivalent to 10% of the Contract Price for the due performance of the Contract

We agree to abide by this Bid for a period of ninety [90] days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof 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.

Dated this -----day of October, 2016.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Address:-----

GST No.-----



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Part D (II): Tender Form

Name of Firm		
Status of the Firm	Sole proprietorship	
	Partnership	
	Limited Company	
Date of Firm Registration		
Postal address		
Telephone No (s)		
Fax No		
Email		
Authorized Person	Owner / Representative	
	Name	
	Designation	
	Signature	
	Contact No	
GST No of the Firm		
FBR NTN No of the Firm		
SRB No of the Firm		
PSEB Registration No. & Date (if any)		
Total Quoted Amount		
Validity of Quotation (Date)		
Amount of Earnest Money* Pay Order / Demand Draft (Attached)	No	
	Date	
	Amount in Rs	
	Bank Branch	

Signature of Contractor (s)

(Stamp)



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Part D (III): Eligibility Criteria

Prior to detailed evaluation, the Procurement Committee shall perform pre-screening on the Yes / No basis to determine the substantial responsiveness of each bid to the bidding documents and under following conditions bid will be rejected and declared as Non-Responsive:

Sr. No	Requisite	Evidence required to be attached	Compliance / Proof (Attached)	
			Yes	No
01	Minimum 03 years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Work Orders (during this period)		
02	Registration with FBR for Income Tax, Sales Tax, and Registration with Sindh Revenue Board (SRB)	NTN & GST Certificates issued by FBR Registration Certificate issued by SRB		
03	Active Tax Payer	Online Verification for FBR Website		
04	Firm/Company has never been blacklisted	Affidavit on Rs. 100/- Stamp paper from the owner of the company stating that the "Firm" has never been blacklisted by any organization in the past		
05	Bids accompanied by required bid security amount and in proper form.	Bid Security Money at the rate of 2 % of the quoted value in the shape of Pay Order from a SBP scheduled bank drawn in favor of DDO (MEC), P&D Deptt, Government of Sindh		
06	Price offered for any item in bid is for the entire quantity demanded	Price offered for any item should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected.		

Note:

- Attachment of relevant evidence in each above requisite is mandatory. In case of no provision of evidence in any of the requisite, the company will be straight away disqualified.

Signature of Contractor (s)

(Stamp)



GOVERNMENT OF SINDH
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MONITORING AND EVALUATION CELL
KARACHI

Part D (IV): Price Schedule in Pak Rs

Name of Bidder:-----

NIT NO. Div. RA/OS/TPM/MEU/PFD/2016-17
Karachi,

Opening Date:-----

Date:-----

Sr. No.	Description of items.	Specification	Required Bandwidth	Amount per Month (Rs) (including taxes)
1.	Provision of Internet Service for Monitoring & Evaluation Cell in Planning & Development Department, Government of Sindh at following office location:			
	➤ 9th Floor, Foakh Tower, Shakra-e-Faisal, Karachi.	As per BOQ / Specification and Terms & Conditions mentioned in Part-C of Bidding documents	20Mbps	
	➤ 11th Floor, Lakson Square Building 1, Karachi.		10 Mbps	

Please Note:

- Rate given in the tender must be inclusive of all Government taxes and levies.
- Rate given in the tender must be quoted after allowing rebates/ discounts, if any.
- The tenderer shall quote for items in the format of quotation attached;
- Rate must be given on this tender Performa; otherwise tender may not be entertained.
- The rates quoted for subject service shall be fixed for the duration of the contract and shall not be subject to any adjustment.
- 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 Bidder/ Supplier do not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

Address:-----

GST No.-----

PART E: Contract Form

THIS AGREEMENT made the _____ day of _____ 2016 between Monitoring & Evaluation Cell, P&D Department, GoS (hereinafter called "the Procuring agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") 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 Supplier 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 BOQ and Technical Specifications;
 - (d) The Terms & Conditions of Contract; and
 - (e) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier 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 Supplier 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 by 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, delivered by the----- (for the Procuring agency)

Signed, sealed, delivered by the----- (for the Supplier)

PART F: Terms & Conditions of Contract

1. Basic Information

- i. The Procuring agency is: Monitoring & Evaluation Cell (MEC), Planning & Development (P&D) Department, Government of Sindh, Karachi.
- ii. The Procuring agency's country is: Pakistan
- iii. The Supplier is:-----
- iv. Name of Contract is "Procurement of Internet Service"
- v. The Governing Language shall be English.
- vi. Disputes shall be settled by Complaint Redressal Committee (CRC) as defined in SPP Rules 2010 (Amended in 2013).
- vii. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- viii. The address for notice & other communication are as under:

Procuring Agency's address for notice purposes:

Assistant Director (MEC)
Monitoring & Evaluation Cell,
P& D Department, Room No. 430, 3rd Floor,
Tughlaque House, Sindh Secretariat No.2,
Karachi.
Tel. No. 021-99211927
Fax:No. 021-99211416
Email: mjavedk65@gmail.com

Supplier's address for notice purposes:

Supplier: _____
Attention: _____
Facsimile: _____
E-mail: _____

2. Performance Security

- i. The successful bidders, within ten (10) days after the receipt of notification of award of contract from the Monitoring & Evaluation Cell, P&D Department, GoS, shall provide Performance Security at the rate of 10% of the total quoted bid amount.
- ii. The performance security should be in the shape of a pay order (refundable) in Pak Rs issued by a State Bank of Pakistan Scheduled Bank drawn in favor of DDO (MEC), P&D Deptt, Government of Sindh.
- iii. Validity of performance security shall extend at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by Monitoring & Evaluation Cell, P&D Deptt, Government of Sindh.

3. Delivery and Project Location

i. Delivery of the Internet Service shall be made by the Supplier in accordance with the Schedule of Requirements and the specified terms & conditions mentioned in bidding documents.

ii. The Supplier under the Contact is required to provide internet service on following office locations:

1. Monitoring & Evaluation Cell,
P&D Department, Government of Sindh,
Floor No. 09, Foakh Towers,
Near Duty Free Shop, Shakra-e-Faisal,
Karachi

&

2. Monitoring & Evaluation Cell,
P&D Department, Government of Sindh,
11th Floor, Lakson Square Building 1,
Sarwar Shaheed Road, Opposite Karachi Press Club,
Karachi

4. Inspections and Tests

i. The Internet Service on both locations will be accepted only after inspection report carried out by the Director General, Monitoring & Evaluation Cell, P&D Department, Government of Sindh nominated Inspection Team from MIS Directorate.

ii. In case, Internet Service fail to conform to the BOQs/Specifications mentioned in Bidding documents, the Monitoring & Evaluation Cell, P&D Department, GoS may reject the subject Internet Service and the Supplier shall rectify the faulty Service free of cost immediately. The Monitoring & Evaluation Cell, P&D Department, GoS shall only accept the Internet Service after they have been duly inspected by its Inspection Team in the presence of the Bidder.

5. Warranty

i. 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.

ii. The Procuring agencies shall promptly notify the Supplier in writing of any claims arising under this warranty.

iii. Upon receipt of such notice, 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 unit supply in any case without costs to the Procuring agency.

iv. If the Supplier, having been notified, fails to remedy the defect(s) within one week from the date of communication, the Procuring agency may terminate the Contract or penalize the firm .

6. Payment terms & conditions

- i. The Service Contract initially will be valid for two years from the date of issue of contract order. However, it can be further extended subject to satisfactory performance of the internet service provider on mutual consent.
- ii. The payment will be made to the Supplier on receipt of original invoice(s) including those of GST in triplicate duly completed in all respect on monthly basis.
- iii. Less 0.25% as service charges and 0.30% stamp duty of the value of the contract by Accountant General Sindh-Karachi, while making payment to the contractor.
- iv. Prices charged by the Supplier for Internet Service under the Contract shall not vary from the prices quoted by the Supplier in its bid.

7. Liquidated Damages

- i. To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30%.
- ii. In case of any major fault or damages to the physical media (Fiber Optic Cable – primary and 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 fails to restore the internet service over physical media within the given time frame, Rs. 1,000 per hour will be fined.
- iii. In case of complete break-down/dis-connectivity of internet services (Primary, Secondary and tertiary links go down). A fine of Rs. 1,000 per hour will be imposed.
- iv. An average internet speed goes down to 33 % against 20/8 Mbps for 3 consecutive hours then Rs. 50/ hours will be charged as fine. If internet speed goes down 66 % against 20/8 Mbps for 3 Consecutive hours, the sub clause (ii) mentioned above will be invoked on per hour basis in this case.

8. Taxes and Duties

Supplier shall be entirely responsible for all taxes, levies/duties, license fees, etc., incurred in the delivery of the contracted Services to the Procuring agency.

9. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Force Majeure

- i. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. Termination for Convenience

The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

ASSISTANT DIRECTOR (MEC)
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
KARACHI