



Program Management & Implementation Unit
Sindh Basic Education Program
School Education Department
Government of Sindh
Tel # 021-35296936, Fax #021-35296935
D-29, Block-02, Clifton Karachi
SBEP/PD/PROC/2996/2017
Dated: 05/01/2017


The Managing Director,
Sindh Public Procurement Regulatory Authority (SPPRA),
Government of Sindh,
Karachi.

Subject: HOSTING OF NIT & BIDDING DOCUMENTS ETC

Reference: NIT # SBEP/PD/PROC/2989/2017.

The above referred Notice Inviting Tender (NIT) for “**Acquiring Internet Services**” along with the following documents in soft copy (CD) and hard copies are enclosed herewith for hoisting at SPPRA website as per SPP rule 17(1) & 21 (4).

- Bidding Documents.
- Procurement Committee (Notification).
- Complaint Redressal Committee (Notification)
- Annual Procurement Plan (2016-2017).

FAR 
(Akram Ali Khowaja)
PAS
Program Director

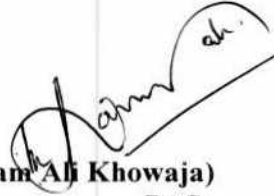
NO. 127
DATED: 05-01-17



Program Management & Implementation Unit
Sindh Basic Education Program
School Education Department
Government of Sindh.
D-29, Block-2, Clifton Karachi
Tel # 021-35296931-33-40, Fax # 021-35296935
Email: s.khurram@sbep.gos.pk
SBEP/PD/PROC/2989/2017
Dated: 02/01/2017

Notice Inviting Tender

1. Program Management & Implementation Unit – Sindh Basic Education Program, a Project under School Education Department, Government of Sindh, a Procuring Agency under Sindh Public Procurement Rules, invites sealed bids through single stage one envelope bidding procedure for acquiring of **Internet Services** on annual contract basis from registered companies/firms in FBR & SRB.
2. The bidding documents can be downloaded from SPPRA <http://www.pprasindh.gov.pk/activetenders.php> & SBEP <http://www.sbec.gos.pk/tenders.php> websites and also can be obtained free of cost from the Office of PMIU-SBEP located at D-29, block 02, Clifton Karachi.
3. All bids must be accompanied by a bid security in the amount equivalent to **2.5%** of quoted bid price in Pak rupees in the form of pay order or demand draft from any scheduled bank of Pakistan in favor of "PD PMIU SBEP" and must be dropped/delivered in a tender box available in PMIU-SBEP Office (Bungalow D-29, block 02 Clifton Karachi) on or before **2.30 PM** on **27-01-2017**.
4. Bids will be opened at **3:00 PM** on the same day i.e. **27-01-2017** in the presence of bidder's representatives who choose to be present. The bid validity period will be 90 days from the date of bid opening.
5. A pre-bid meeting shall be held on **20-01-2017** at **10:30 AM** at PMIU Office (address as above). The bidders may send their queries according to ITB 8.1 of Tender Conditions.
6. A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal as per Sindh Public Procurement Rules.


(Akram Ali Khowaja)
PAS
Program Director



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT

Karachi, dated, the 7th January, 2015

NOTIFICATION

NO.SO(G-IIIE&L/SBEP/2014): In suppression of this Department's Notification of even number, dated 22nd August 2013, the Procurement Committee for Sindh Basic Education Program is here by re-constituted as under:

- | | |
|---|---------------------------------|
| 1. Program Director | Chairman |
| 2. Additional Secretary (GA/C), E&L Department. | Member |
| 3. Director, (Road Planning, Designing & Asset Management),
Road Sector Development Directorate of W&S Department. | Member |
| 4. Representative of M/s Halcrow. | Co-opted member
(non-voting) |

Terms of Reference as outlined in SPP Rule 8, Procurement Committee (s) shall be responsible for;

1. Preparing bidding documents;
2. Carrying out technical as well as financial evaluation of the bids;
3. Preparing Bid Evaluation report as provided in Rule 45;
4. Making recommendations for the award of contract to the competent authority; and
5. Perform any other function ancillary and incidental to the above.

-DR. FAZLULLAH PECHUHO-
SECRETARY TO GOVT. OF SINDH

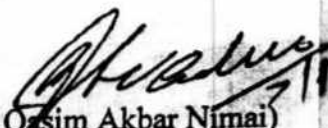
NO.SO(G-IIIE&L/SBEP/2014)

Karachi, dated, the 7th January, 2015

Copy forwarded for information and necessary action to:-

1. The Secretary, Works & Services Department, Government of Sindh.
2. The Managing Director, SPPRA, Government of Sindh.
3. The Member of the Committee (all).
4. PS to Secretary, Education & Literacy Department, Govt. of Sindh Karachi.
5. Office order file.
6. Official website.




(Syed Qasim Akbar Nimai)
Section Officer (G-III)



NOTIFICATION

No. SBEP/USAID/PD/2013: With the approval of the Competent Authority, and in light of rule 31 of SPPR 2010 following Complaint Redressal Committee (CRC) notified for complaint about procurement of Goods and civil Works and consultancy Services of Sindh Basic Education Program (SBEP) with immediate effect.

- | | |
|---|----------|
| 1. Special Secretary E & L Department | Chairman |
| 2. Representative of Accountant General Sindh | Member |
| 3. A nominee of USAID as independent Expert | Member |

SECRETARY

EDUCATION & LITERACY DEPARTMENT

No. SBEP/USAID/PD/2013

Karachi, 11th January, 2013

A copy for information & necessary action to:-

1. Senior Minister, Education and Literacy Department, Government of Sindh, Karachi
2. Additional Chief Secretary (Dev.), P&D Department, Government of Sindh, Karachi
3. Secretary to Governor of Sindh
4. Secretary to Chief Minister Sindh
5. Secretary, Education & Literacy Department, Government of Sindh and Chairperson, Program Steering Committee, Karachi
6. Members, Program Steering Committee, Sindh Basic Education Program
7. Project Director, Sindh Basic Education Program, Education & Literacy Department, Government of Sindh, Karachi
8. Chief Program Manager, Reform Support Unit, Education & Literacy Department, Government of Sindh, Karachi
9. Deputy Secretary (Staff) to Chief Secretary Sindh
10. P-5 to Chief Secretary Sindh
11. P-5 to Secretary (Services), SGA&CD, Government of Sindh, Karachi
12. Master File

DEPUTY SECRETARY (GENERAL)

EDUCATION & LITERACY DEPARTMENT



Bidding Documents
(Internet Services)

January, 2017.

Letter of Invitation

Subject: Tender for acquiring Internet Services (ISP).

1. Program Management & Implementation Unit, Sindh Basic Education Program, School Education Department, Government of Sindh required provision of “**INTERNET SERVICES**”.
2. The specifications and requirements are given in the bidding documents consisting of the following:
 1. Letter of Invitation
 2. Instructions to Bidders
 - a. Introduction
 - b. Bid Preparation and Submission
 - c. Bid Data Sheet
 3. Schedule of Requirements
 4. Priced Schedule of Goods.
3. Sealed bids under **single stage one envelope procedure** are hereby invited to submit 01 original hard copy of your bid along with a bid security prepared in line with the instructions in this document by the deadline and in the manner stipulated.

Sincerely,

(Akram Ali Khowaja)
PAS
Program Director



Bidding Documents
(Internet Services)

January, 2017.

2. Instructions to Bidders

A. Introduction

1. Procuring Agency / Source of Funds

- 1.1 PMIU-SBEP, School Education Department, Government of Sindh is the Procuring Agency for this Bid.
- 1.2 The procuring agency has received government funds towards the cost of the project and it is intended that part of the proceeds of the funds will be applied to eligible payments under this contract for which these bidding documents are issued. All amounts shall be in Pak Rupees.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all eligible service providers as defined in the SPP Rules and these Bidding Documents except as provided hereinafter.
- 2.2 The bidder (including all members of a JV) must not be associated nor have been associated in the past with the Procuring Agency or any other entity that has prepared the design, specifications and bidding documents for the services / project or was proposed as engineer / consultant for the contract. Any such association may result in disqualification of the bidder.
- 2.3 Government-owned enterprises in the province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with SPP Rules.

3. Legal Framework

- 3.1 This tender/bidding process shall be carried out primarily within the framework of Sindh Public Procurement Rules 2010 under the regulatory oversight of Sindh Public Procurement Regulatory Authority as well as any other relevant laws for the time being in force.



Bidding Documents
(Internet Services)

January, 2017.

B. Bid Preparation and Submission

4. Cost of Bidding

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

5. Tender Fees

- 5.1 The Bidding Documents can be obtained from SPPRA and PMIU-SBEP websites and also from the Office of Procuring Agency, free of cost.
5.2 Successful Bidder has to pay all applicable government taxes as per SPP rules 2010.

6. Bid Security and Validity

- 6.1 The bidders are required to submit refundable bid security at **2.5%** of the quoted bid amount along with their bids in the form of pay order / demand draft in favour of **"PD PMIU SBEP"**, failure to do so will result in the rejection of the bid.
6.2 The bid shall remain valid for 90 days from the date of the opening of bid.
6.3 Bid security shall remain valid for a period of 28 days beyond the validity period for bids i.e. (90+28=118 days) in order to provide the Procuring Agency reasonable time to act, if the security is to be called.
6.4 The bid security shall be returned to unsuccessful bidders on signing of contract agreement with successful bidder.

7. Performance Security

- 7.1 To prevent breach of contract and to assure quality, the ISP (internet service provider) has to provide performance security (refundable) in favour of **"PD PMIU SBEP"** after the issuance of letter of acceptance / award and shall be **5.5%** of the total contract amount in the form of pay order / demand draft or bank guarantee.
Performance security shall remain valid at least 90 days beyond the date of completion of contract to cover subsequent defects, if any.

8. Clarification of Bidding Documents

- 8.1 An interested bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification regarding the bidding documents which it receives not later than five calendar days prior to the deadline for the submission of bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders who have purchased the bidding documents.

9. Amendment of Bidding Documents

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



Bidding Documents
(Internet Services)

January, 2017.

9.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

9.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids the procuring agency at its discretion may extend the deadline for the submission of bids.

10. Eligibility and Qualification

10.1 The documentary evidence of the bidder's eligibility to bid shall be established to the Procuring Agency's satisfaction that the bidder at the time of submission of its bid is from an eligible country.

10.2 That the bidder has the financial, technical, and service providing capabilities necessary to fulfill the requirement of the contract.

11. Evaluation Criteria

- The evaluation of bids shall be based on the evaluation criteria given in these documents in order to determine bidder's technical & financial capabilities to perform the contract.
- The Procuring Agency reserves the right to waive minor deviations if these don't materially affect the capability of a bidder to perform the contract.
- Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria however joint venture experience & resources shall be considered.
- Consortium or Association of firms will be considered for similar treatment as in case of joint venture.
- Bidders are required to provide evidence/supporting documents with respect to all information given here under in all sections.

11.1. Mandatory Information

All the Bidders are required to provide below mentioned mandatory information/data supported by copies of valid documents as evidence failing which the bid shall be considered as non-responsive and shall be rejected without further evaluation.

a) Contact Information:

1. Name of Company/ Firm/ JV
2. Address of registered office
3. Phone & Fax Nos.
4. Email Address.
5. Contact detail of company's representative for communication on behalf of firm.



Bidding Documents
(Internet Services)

January, 2017.

b) General Information:

Copy of following valid registration certificates required.

- NTN / STRN & SRB certificates issued only on the name of Company or JV.
- Copy of licenses issued by relevant authorities.

c) Number of years of company establishment:

Copies of partnership deed, articles of associations, joint venture deed etc.

d) Blacklisted/Debarred from any agency:

All details to be submitted **OR** Affidavit to the effect that the firm / company have not been blacklisted / debarred by any Govt. Dept/Organization or Private Firm / Organization.

e) Litigation History:

All details to be submitted **OR** Affidavit to the effect that the firm / company have not been involved in litigation by any procuring agency, Govt. Dept/NGO or Private Firm.

Note:

Affidavits as mentioned in clause # 11.1 (d) (e) above are required to be submitted separately on judicial stamp paper of appropriate value with proper wording duly signed & stamped by deponent with two witnesses and endorsed & attested by Notary Public.

Affidavits furnished on company's letter head or furnished on judicial stamp paper with the heading "UNDERTAKING" is not accepted as affidavit.

Providing false statement that the firm is not black listed by any government department/ private client in this regard would lead to disqualify from the process regardless of the fact that firm is qualifying otherwise

11.2 Financial Soundness:

Documents Required:

- Audited reports or any other equivalent evidence to justify working capital (Current Assets - Current Liabilities) of last 03 years is required to be submitted.
- Current working capital should not be less than **PKR one million**.
- ISP has to submit proof of ownership or hired on rent/lease of required machinery / equipment etc for the contract.
- Bid shall be rejected if no evidence or outdated/ invalid evidence is provided.



Bidding Documents
(Internet Services)

January, 2017.

11.3 Experience Record

- Projects substantially completed during last 05 years.
- The projects having cumulative cost not less than **PKR 1.5 million** shall only be considered.

Documents Required:

- Detailed Company's Profile.
- Cliental List.
- List of required machinery / equipment.
- Work orders / purchase order / service orders / completion certificate / taking over certificates or performance certificate etc for each project completed and in-hand issued by procuring agencies.

11.4 Disqualification

The Procuring Agency shall disqualify a supplier, service provider or contractor, whether already pre-qualified or not, if it finds at any time, that the information submitted by him concerning his qualification and professional, technical, financial, legal or managerial competence as supplier, consultant or contractor was false and materially inaccurate or at any stage has indulged in corrupt and fraudulent practices.

A supplier, service provider or contractor being aggrieved by the decision of the Procuring agency regarding disqualification may seek relief through the mechanism of grievance redressal as per SPP rule # 31 (Complaint Redressal Committee Notification mentioned below)



PROGRAM MANAGEMENT & IMPLEMENTATION UNIT
SINDH BASIC EDUCATION PROGRAM
SCHOOL EDUCATION DEPARTMENT
GOVERNMENT OF SINDH

Bidding Documents
(Internet Services)

January, 2017.



REFORM SUPPORT UNIT
EDUCATION & LITERACY DEPARTMENT
GOVERNMENT OF SINDH
NO: SBEP/USAID/PD/2013
Karachi dated: 17th Jan, 2013

NOTIFICATION

No. **SBEP/USAID/PD/2013**: With the approval of the Competent Authority, and in light rule 31 of SPPR 2010 following Complaint Redressal Committee (CRC) notified for a complaint about procurement of Goods and civil Works and consultancy Services of Sindh Basic Education Program (SBEP) with immediate effect.

- | | |
|---|----------|
| 1. Special Secretary E & L Department | Chairman |
| 2. Representative of Accountant General Sindh | Member |
| 3. A nominee of USAID as independent Expert | Member |

SECRETARY

EDUCATION & LITERACY DEPARTMENT

No. SBEP/USAID/PD/2013 Karachi, 17th January, 2013

A copy for information & necessary action to:-

1. Senior Minister, Education and Literacy Department, Government of Sindh, Karachi
2. Additional Chief Secretary (Dev.), P&D Department, Government of Sindh, Karachi
3. Secretary to Governor of Sindh
4. Secretary to Chief Minister Sindh
5. Secretary, Education & Literacy Department, Government of Sindh and Chairman Program Steering Committee, Karachi
6. Members, Program Steering Committee, Sindh Basic Education Program
7. Project Director, Sindh Basic Education Program, Education & Literacy Department, Government of Sindh, Karachi
8. Chief Program Manager, Reform Support Unit, Education & Literacy Department, Government of Sindh, Karachi
9. Deputy Secretary (Staff) to Chief Secretary Sindh
10. P.S to Chief Secretary Sindh
11. P.S to Secretary (Services), SGA&CD, Government of Sindh, Karachi
12. Master File.


DEPUTY SECRETARY (GENERAL)

EDUCATION & LITERACY DEPARTMENT



Bidding Documents
(Internet Services)

January, 2017.

12. Cancellation of Bidding Process

- 12.1. A procuring agency may cancel the bidding process at any time prior to the acceptance of a bid or proposal.
- 12.2. The procuring agency shall incur no liability towards the bidders.
- 12.3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation.
- 12.4. The procuring agency shall upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

13. Format and Signing of Bid.

- 13.1 The process of this procurement will be **“single stage, one envelope procedure”** as per SPP Rules.
- 13.2. The bidder shall prepare 01 original copy of the bid clearly marking **“ORIGINAL BID.”**
- 13.3. The envelope should properly marked with the complete address, subject and contact details of the bidder.
- 13.4. The original shall be typed or written in indelible ink and shall be signed/stamped by the bidder or a person/persons duly authorized to sign the bid. All pages of the bid, except for un-amended printed literature, shall be initialed / stamped by the person or persons signing the bid.
- 13.5. Any interlineations, erasures, or overwriting shall be valid only if they are initialed / stamped by the person or persons signing the bid.

14. Guidelines for Bid Submission

- 14.1 Bidders are requested to submit sealed bids latest by **2:30 PM** on **27-01-2017** in the office of Program Director, PMIU-Sindh Basic Education Program, School Education Department, Government of Sindh, situated at Bungalow # D-29, Block2, Clifton, Karachi.
- 14.2 Bids will be open on the same day (**27-01-2017**) at **3:00 PM** in the presence of the bidders or their authorized representatives who opted to attend.
- 14.3 Bidders are requested to mention make and other specifications of the respective item(s) /service, failing which their offer will not be entertained.
- 14.4 The ISP (service provider) has to commence the job after issuance of letter of award / work order / service order and signing of contract agreement. If the successful bidder fails to commence the Job may face forfeiture of its security deposit.
- 14.5 In case bid validity offered by the bidder is shorter than bid validity required in the tender, such tender/offer will be ignored / rejected.



Bidding Documents
(Internet Services)

January, 2017.

C. Bid Data Sheet

No.	Title	Detail
1.	Name of the Client	PMIU-Sindh Basic Education Program, School Education Department, Govt. of Sindh.
2.	Bid Security	2.5% of the total contract amount in the form of pay order or demand draft in favour of “PD PMIU SBEP” of valid for 28 days beyond the validity period of bids.
3.	Performance Security	5.5% of the total contract price (in the form of pay order or demand draft) in favour of “PD PMIU SBEP”. Validity for 90 days beyond the validity of contract period.
4.	Bid Validity Period	90 days from date of bid opening.
5.	Bid Submission Address	Office of the Program Director, Program Management & Implementation Unit, Sindh Basic Education Program, School Education Department, Govt. of Sindh, D-29, Block 02 Clifton Karachi.
6.	Currency	The currency is “Pak Rupee”
7.	Telephone	021-35296931-33-40
8.	Fax Number	021-35296935
9.	Email	s.khurram@sbep.gos.pk
10.	Bid Submission and Opening	Bid will be collected till 2:30 PM on 27-01-2017, and will be opened at 3:00 PM on the same day.

Schedule of Requirements & Specifications:

- Primary Internet Bandwidth required: CIR Internet (04 Mbps) with 08 IPs pool.
- Backup Internet Bandwidth required: Wimax Internet (02 Mbps)

Commencement of Job:

After signing of contract agreement and issuance of letter of acceptance / award / work order.



Bidding Documents
(Internet Services)

January, 2017.

Price / Rates Schedule for Internet Service
Annexure B

Name of Bidder _____ NIT Reference # _____

Description (Service / Job)	Monthly Recurring Charges (PKR)	One Time Charges (PKR)
Primary Internet Bandwidth required: CIR Internet (04 Mbps) with 08 IPs pools.		
Backup Internet Bandwidth required: Wimax Internet (02 Mbps)		
Taxes		
TOTAL		
Grand Total (PKR)		

Name of Company: _____

Company's Product / Service:

Name of Company's representative & designation:

Signature and official stamp of company

Date _____



Bidding Documents
(Internet Services)

January, 2017.

DATA COMMUNICATION NETWORK SERVICE AGREEMENT

Between

AND

Sindh Basic Education
a company incorporated under the laws of Pakistan, having its registered office at _____ (hereinafter referred to as the "Customer", which expression shall be deemed to mean and include its successors-in-interest and assigns);

Effective Date: _____

(the Customer and _____ are hereinafter also referred to collectively as the "Parties" and individually as a "Party").

Whereas _____ has been duly authorized in terms of a license issued by the Pakistan Telecommunication Authority (hereinafter referred to as the "PTA") to offer Data Communication Network Service in Pakistan;

And Whereas the Customer desires to obtain certain services more particularly described in Annexure "A" hereto (the "Services");

And Whereas the Customer is willing to engage _____ to provide the Services subject to the terms and conditions set out in this Agreement;

And Whereas _____ has agreed to provide the Services to the Customer in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

Annexure "A" - Services
Annexure "D"- Maintenance of Equipment
Annexure "E"- Wimax Service Availability Matrix



Bidding Documents
(Internet Services)

January, 2017.

1. Definitions

- 1.1 "Act" means the Pakistan Telecommunication (Re-Organization) Act, 1996 or any amendments thereof.
- 1.2 "Data Communication" means transfer of information based on digital data, exchanged between two computing devices in an agreed format over a Data Communication Network.
- 1.3 "Data Communication Network" means a communication network over which a number of data devices can be inter-connected for exchange of information at varying speeds, formats and protocols.
- 1.4 "Domestic Telecommunication Services" means the telecommunication service provided in Pakistan.
- 1.5 "International Telecommunication Services" means the telecommunication services provided between Pakistan and any other country.
- 1.6 "PTA" means the Pakistan Telecommunication Authority constituted in accordance with provisions of the Act.
- 1.7 "Service" means the service agreed to be provided by _____ to the Customer in terms of Annexure "A" hereof.

2. Services

- 2.1 _____ hereby agrees that it shall provide the Services to the Customer in accordance with the provisions of this Agreement as explained in Annexure "A".

3. Payment

- 3.1 In consideration of _____ providing the Customer with the Services, the Customer agrees that it shall make payment to _____ of the fees given in the Annexure "B" attached.

4. Term and termination

- 4.1 The initial term of this Agreement shall be for one year, as determined by the Parties, effective from the execution of this Agreement. The initial term shall automatically on expiry be deemed to be renewed for similar successive periods unless the Agreement otherwise terminates in accordance with the provisions hereof.



Bidding Documents
(Internet Services)

January, 2017.

- 4.2 Without prejudice to any other provision of this Agreement, in the event that a Party (the "Breaching Party") breaches any of its obligations under this Agreement, the other Party may send a written notice to the Breaching Party specifying the breach and requiring the same to be remedied within seven (7) days of the receipt of the notice by the Breaching Party. In the event that the Breaching Party fails to remedy the specified breach within the period mentioned above, the other Party shall be entitled to terminate the Agreement forthwith by written notice to the Breaching Party.
- 4.3 _____ shall be entitled to terminate and discontinue Service to the Customer by serving a thirty (30) days notice to this effect in the event that;
- 4.3.1 such termination or discontinuance is necessitated in order to protect the integrity of _____'s network;
- 4.3.2 the Customer or any other person or party accessing or using the Services through the Customer engages in any of the prohibited activities mentioned in Clause 4.1;
- 4.3.3 Customer engages in any activity or fails to perform any obligation which tantamount to a breach of any terms and conditions of this Agreement.
- 4.4 The termination of this Agreement with any reason whatsoever would not waive _____'s right to recover the fee/outstanding amount with the Customer.
- 4.5 Except in the case of termination by _____ pursuant to Clauses 4.2 or 4.3.4.4, any advance payment made by the Customer pursuant to this Agreement in relation to a period for which Services have not been utilised, will be refunded by _____ to the Customer,
- 4.6 If any provision of this agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement, but that shall not affect the legality, validity or enforceability of any other provision of this agreement.
- 5. Warranty**
- 5.1 _____ makes no warranties or representations of any kind with respect to the merchantability or fitness of the Services for any particular purpose.
- 5.2 _____ makes no warranties or representations regarding and shall not be liable for any loss or damage to the Customer resulting from the use or interrupted use of the Services including, but not limited to, losses resulting from delays, improper or incomplete delivery of information or email, computer viruses, interruption of service or damage to the Customer's equipment.



Bidding Documents
(Internet Services)

January, 2017.

5.3 _____ does not guarantee any Services which are reliant on any third party, including but not limited to PTCL, and the Customer agrees not to hold _____ responsible or liable for any loss or damage resulting from the use or interrupted use of any third party services, including without limitation any satellite carrier, internet backbone service provider or content provider.

5.4 Customer agrees that _____ shall not be liable to the Customer for any breach of the Customer's (or any third party accessing through the Customer) privacy occurring over the Internet.

5.5 _____ makes no warranties or representations and does not take responsibility of any kind in the event if _____ has to access Customer's technical configuration.

6. Indemnity

6.1 The Customer hereby acknowledges and agrees to monitor and / or restrict the content accessed by Customer (or by any other party through the Customer) using the Services in order to comply with relevant and applicable law, rules, regulations and licensing terms and conditions.

6.2 The Customer hereby agrees to indemnify and keep _____ harmless from any loss, expenses, costs, damage or claim incurred by or occasioned to _____ as a result of use of the Services by the Customer or any other person or party acting or through the Customer in any manner which may be deemed to be use of the Services in contravention of any provision of applicable law, rules, regulations or licensing conditions.

6.3 The Customer hereby agrees to indemnify and keep _____ indemnified against loss or damage incurred by or occasioned to _____ as a result of the use of the Services by the Customer or any other person acting through the Customer in violation of any rights of any third person or party including, but not limited to, intellectual property rights and rights of privacy.

7. Entire Agreement

7.1 This Agreement represents the entire understanding and agreement between the Parties in relation to the subject matter hereof and terminates and supersedes all prior understandings/agreements between the Parties, whether written or oral.

8. Force Majeure

8.1 This Agreement shall be suspended during the period and to the extent of such period that either of the Parties is prevented or hindered from complying with its obligations under any part of this Agreement by any cause beyond its reasonable control including but not limited to riots, strikes, lockouts acts of governmental authority, breakdown of communications facilities or extended outages of energy sources and natural disasters or weather related outages. If such period of suspension exceeds 30 days, the Agreement may be terminated with the mutual consent the Parties in writing.



Bidding Documents
(Internet Services)

January, 2017.

9. Confidentiality

- 9.1 Either party shall not divulge or communicate to any person (other than those whose right it is to know the same or with authority from the other party or as required by any government body) any trade secrets or information which are for the time being confidential to the other party and are not in the public domain and the Data (the "Confidential Information") which either party may have received or obtained during the term of this Agreement and/or as a consequence of provision of the Services. This restriction shall continue to apply after the termination of this Agreement for whatever cause without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain otherwise than through the unauthorised disclosure by or the fault of either party. Either party undertakes to return to the other party all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and not to make copies of any of the above mentioned documents or materials after termination of this Agreement.
- 9.2 Where either party shall have obtained any Confidential Information from any third party under an agreement which includes any restriction on disclosure known or which is made known to the other party, either party shall not without the prior consent in writing of the other party at any time whether during the term of this Agreement or after its termination for whatever cause, infringe such restrictions.
- 9.3 In addition to its obligations under Clauses 9.1 and 9.2 above, either party shall not provide any information or reports relating to the Services or any other information relating to either party to any person or entity without the prior consent in writing of the other party, save as specifically permitted in this
- 9.4 It is understood that breach of confidentiality may cause irreparable injury to a party and it is agreed by both parties that in the event of such a breach the non-breaching party will be entitled to monetary damages as well equitable relief as appropriate.

10 Governing Law & Arbitration

- 10.1 This Agreement is governed by and shall be construed in accordance with the laws of Pakistan.
- 10.2 All dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them touching arising out of or in respect of this agreement on the subject matter thereof, shall be settled amicably amongst the parties. However, provisions of Pakistan Arbitration Act, 1940 shall govern in case of arbitration. The place of arbitration shall be Karachi, Pakistan and the language of the arbitration shall be English.

11. Ancillary Provisions

- 11.1 If for any reason, any provision of this Agreement is determined to be unenforceable, such adjudication shall in no way effect any other provision of this Agreement or the validity or enforcement of the remainder of this Agreement. The affected provision shall be modified or curtailed only to the extent necessary to bring it into compliance with applicable law.



Bidding Documents
 (Internet Services)

January, 2017.

- 11.2 Customer agrees that _____ may assign all or any of its rights hereunder in the event of a merger, consolidation or amalgamation without changing the contents of this agreement.
- 11.3 This Agreement and the Annexure hereto constitute the entire and only agreement between the Parties with respect to the subject matter hereof and hereby terminates, cancels and supersedes any and all prior oral or written agreements, arrangements or understandings between the Parties. The Services to be undertaken and provided by the _____ for the Customer shall be so undertaken and provided only in accordance with the provisions of this Agreement and the Annexure hereto. This Agreement and the Annexure hereto may be varied or amended only by mutual consent of the Parties in writing.
- 11.4 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver.
- 11.5 All notices and communications hereunder or pursuant to any legal proceedings shall be made in writing (by registered mail, courier or fax) and shall be sent to the addresses of the Parties specified below or as each Party may communicate to the other in writing from time to time:

Name: _____

Name: _____

Sign/Stamp: _____

Sign/Stamp: _____

(ISP Company)

Program Director
(PMIU-SBEP)

Witness to above:

Witness to above:

Name: _____

Name: _____

Signature: _____

Signature: _____



Bidding Documents
(Internet Services)

January, 2017.

Annexure "A"

Equipment

_____ will provide the connectivity equipment to the customer. The rented equipment remains the property of _____ and must be returned at the end of the agreement. If the equipment is not returned, the customer agrees to pay _____ the retail price of equipment as provided by _____.

During the term of agreement, the customer shall bear all risks for the equipment provided by _____, including the entire risk of loss, theft, damage or destruction of the equipment and all liability for the use, possession, operation, storage and condition of the equipment.

The equipment installation, link commissioning and testing will be done by _____'s Engineer, results of which will be recorded and signed by the customer. Any on-site labor incurred after the initial installation of the equipment will be the responsibility of the customer.

Equipment Replacement

_____ may replace the defective equipment and materials according to the following terms and conditions:

(a) Rented Equipment

The rented equipment will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer. However, the defective equipment will be replaced free of cost if the equipment malfunctioning is caused by any other reason not including force Majeure.

If the defective equipment is repairable then it will be sent for repairs to the vendor and customer has to pay the expense involved otherwise if the defective equipment is not repairable then customer has to pay the actual retail price of the equipment. In both cases, _____ will arrange replacement equipment to restore the services.

(b) Equipment Owned by the Customer

The equipment sold by _____ to the customer will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer. However, the defective equipment will be replaced free of cost if the equipment malfunctioning is caused by any other reason not including Force Majeure provided the equipment is under warranty. The repaired equipment will be installed again at customer premises once it is received from vendor and replacement equipment will be taken back by _____.



Bidding Documents
(Internet Services)

January, 2017.

Prohibited Actions

The Customer is hereby specifically prohibited from engaging in any of the following actions while using _____'s network:

- i. any course of action which compromises the performance, security or integrity of any servers or other computers or any other devices or software connected directly or indirectly to the internet outside Customer rights under the Agreement;
- ii. any material increase in traffic levels for any unlawful purpose like email spamming, Voice Over IP etc which can result in security intrusions on outside networks;
- iii. any type of tempering or 'invasion' of security system, password protection or encryption of _____ or outsiders by Customer;
- iv. infringement of any right of other internet users, service providers, content providers and / or any users of _____'s systems through Customer computer systems;
- v. any prohibited or unreasonably excessive use of spamming of electronic mail or similar information delivery system outside Customer right of use under this Agreement through Customer computer systems;
- vi. transmission of voice on or through the Data Communication Network;
- vii. any use or attempted use of the Services to reproduce, re-distribute, retransmit, publish, translate, transfer or exploit any information, which is against the international rules and regulations such as spamming, Trojan attacks, virus propagations etc should be prohibited.
- viii. any other activity prohibited by any applicable law, rule, regulation or license off/framed under, but not limited to, the Act, PTA or PTCL.
- ix. _____ hereby reserves the right to forthwith terminate this Agreement by written notice to the Customer in the event the Customer engages in, allows, or commits any of the acts mentioned under Clauses i to viii Notwithstanding anything else contained in this Agreement, for the purposes of this Clause the above mentioned written notice shall be deemed to have been served on the Customer at the time and date on which such notice is dispatched by whatever means.

b. _____ is hereby specifically prohibited from engaging in any of the following actions:

- i. Any course of action which compromises the performance, security or integrity of Customer servers or its system.
- ii. Any type of tempering or invasion of security system, password protection or encryption.
- iii. Any other activity prohibited by any applicable law, rule, regulation or license.



Bidding Documents
(Internet Services)

January, 2017.

Annexure "D"

Maintenance of Equipment

For Equipment Rented By The Customer:

Any equipment or devices allocated to the Customer by _____ shall remain to be property of _____ and must be returned to _____ on the termination of this Agreement. In case of equipment getting faulty due to the negligence of the Customer including but not limited to power shortage then Customer will be responsible for providing the same and the cost will be borne by the Customer.

During the term of agreement, the customer shall bear all risks for the equipment provided by _____, including the entire risk of loss, theft, damage or destruction of the equipment and all liability for the use, possession, operation, storage and condition of the equipment.

The equipment installation, link commissioning and testing will be done by _____'s Engineer, results of which will be recorded and signed by the customer. Any on-site labor incurred after the initial installation of the equipment will be the responsibility of the customer.

_____ may replace the defective equipment and materials according to the following terms and conditions:

The rented equipment will be initially tested for defects at customer premises. Initial fault report will be generated and signed by the customer. The customer will be liable for the defect of the equipment if the said defect is caused by the mishandling, physical damage to the equipment, improper power conditions, power surge or any other negligence from the customer.

If the defective equipment is repairable then it will be sent for repairs to the vendor and customer has to pay the expense involved otherwise if the defective equipment is not repairable then customer has to pay the actual retail price of the equipment in installment in addition to monthly recurring charges. If customer desire to terminate the contract before the contract term then customer is liable to pay the remaining amount of the equipment(s) which got faulty and irreparable during the service term.

Customer Initial: _____

ISP _____



Bidding Documents
(Internet Services)

January, 2017.

Initial : _____

Customer has no authority to repair the defective equipment by itself or by any third party, only _____ has the sole rights of the equipment and its repair.

Fault Resolution

The Customer, when required, will issue intimation either through email, written communication or telephonic communication on _____'s help desk and obtain a trouble ticket number for the fault or the purpose of Maintenance visit(s) of _____ s technical staff for the Maintenance / trouble shooting of the router at the place of installation of the equipment.

Interruption of Service

_____ 's primary responsibility is to ensure maximum uptime. However, due to license fee band certain interference & disturbances in the link will be rectified as soon as complaint is registered with _____ s technical staff.

Regulatory Approvals

_____ assures that it has all the government and regulatory approvals for providing the maintenance services being offered to the Customer. _____ further assures that it will keep the permission intact during the Agreement period. In case of any change in the future status, _____ will do the needful for obtaining approvals from the relevant authorities/agencies of Government of Pakistan, if so required. Any legal issues in relation to the license for the provision of Radio/Internet data services raised by any government agency will be handled by _____.




Program Management & Implementation Unit
(Sindh Basic Education Program)

School Education Department
Government of Sindh.
D-29, Block-2, Clifton, Karachi
Phone: 021-35296931, 33, 40 Fax: 021-35296935

ANNUAL PROCUREMENT PLAN
(Works, Goods & Services)
Financial Year (2016-2017)

S.No	Description of Procurement	Quantity	Estimated Total Cost (PKR)	Funds allocated (PKR)	Source of Funds	Proposed Procurement Method	Anticipated / Actual Date of Advertisement	Anticipated / Actual Date of Start	Anticipated / Actual Date of Completion
WORKS:									
01	Construction of schools in Karachi [Package 5A, (bal work)]	5 Schools	294,668,140.00	356,664,000.00	USAID	National Competitive Bidding	05/12/2016	15/02/2017	30/08/2018
02	Construction of schools in Dadu-II (Package 09)	06 Schools	440,527,456.00	456,430,000.00	-do-	-do-	25/05/2015	30/09/2015	30/04/2017
03	Construction of schools in KambarShahdadkot (Package 10)	07 Schools	573,273,436.00	599,360,000.00	-do-	-do-	01/10/2015	15/12/2015	31/10/2017
04	Construction of schools in KambarShahdadkot (Package 11)	08 Schools	605,596,336.00	637,870,000.00	-do-	-do-	01/11/2015	30/12/2015	31/11/2017
05	Construction of schools in KambarShahdadkot (Package 11) (Rebid)	08 Schools	605,596,336.00	637,870,000.00	-do-	-do-	03/12/2016	15/02/2017	30/08/2019
06	Construction of schools in KambarShahdadkot (Package 12)	06 Schools	457,390,365.00	484,160,000.00	-do-	-do-	01/12/2015	08/01/2016	31/12/2017
07	Construction of schools in Jacobabad (Package 13)	13 Schools	1,024,201,983.00	1,051,855,437.00	-do-	-do-	-	October 2016	September 2018
08	Construction of schools in Kashmir (Package 14)	10 Schools	741,518,384.00	758,111,372.00	-do-	-do-	-	December 2016	November 2018
09	Construction of schools in Karachi (Package 15)	04 Schools	280,567,247.00	287,170,657.00	-do-	-do-	-	March, 2017	February, 2019


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**Program Management & Implementation Unit
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GOODS:									
10	School Furniture (Lot-02)	08 Schools	90,100,600.00	90,100,600.00	ADP	National Competitive Bidding	11/04/2016	01/08/2016	09 Months
11	School Furniture (Lot-03)	06 School					-	July, 2015	March, 2016
12	Plant & Machinery	As per need	2,000,000.00	2,000,000.00	-do-	-do-	As per need	As soon as possible	-
13	Furniture & Fixtures	As per need	600,000.00	600,000.00	-do-	-do-	As per need	As soon as possible	-
14	Land & Building	As per need	1,500,000.00	1,500,000.00	-do-	-do-	As per need	As soon as possible	-
15	Uniform & Protective Clothing	As per need	150,000.00	150,000.00	-do-	-do-	As per need	As soon as possible	-
16	Stationery	As per need	500,000.00	500,000.00	-do-	-do-	As per need	As soon as possible	-
17	Advertising & Publicity	As per need	4,000,000.00	4,000,000.00	-do-	-do-	As per need	As soon as possible	-
18	Printing and publication	As per need	750,000.00	750,000.00	-do-	-do-	As per need	As soon as possible	-

(Signature)
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Financial Year (2016-2017)

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GOODS:									
19	Hardware	As per need	1,800,000.00	1,800,000.00	ADP	National Competitive Bidding	As per need	As soon as possible	-
20	Software	As per need	1,000,000.00	1,000,000.00	-do-	-do-	As per need	As soon as possible	-
21	IT Equipment	As per need	1,000,000.00	1,000,000.00	-do-	-do-	As per need	As soon as possible	-



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Financial Year (2016-2017)

S.No	Description of Procurement	Quantity	Estimated Total Cost (PKR)	Funds allocated (PKR)	Source of Funds	Proposed Procurement Method	Anticipated / Actual Date of Advertisement	Anticipated / Actual Date of Start	Anticipated / Actual Date of Completion
SERVICES:									
22	Transport (vehicles)	As per need	1,000,000.00	1,000,000.00	ADP	National Competitive Bidding	As per need	As soon as possible	-
23	Machinery and Equipment	As per need	300,000.00	300,000.00	-do-	-do-	As per need	As soon as possible	-
24	Hardware	As per need	200,000.00	200,000.00	-do-	-do-	As per need	As soon as possible	-
25	Software	As per need	100,000.00	100,000.00	-do-	-do-	As per need	As soon as possible	-
26	IT Equipment (Repair)	As per need	200,000.00	200,000.00	-do-	-do-	As per need	As soon as possible	-
27	Furniture & Fixtures (Repair)	As per need	100,000.00	100,000.00	-do-	-do-	As per need	As soon as possible	-
28	Motor Insurance	As per need	350,000.00	350,000.00	-do-	-do-	As per need	As soon as possible	-
29	Security Services (armed) for 05 Schools in Karachi	30 guards	750,000.00	2,860,600.00	-do-	Single stage one envelope	06-12-2016	13-01-2017	30-03-2017
30	Acquiring office premises on rental basis	As per need	6,000,000.00	7,000,000.00	-do-	Single stage one envelope	16-12-2016	As soon as possible	30-01-2017
31	Internet Service (ISP)	As per need	350,000.00	370,000.00	-do-	Single stage one envelope	06-01-2017	15-02-2017	Annual Contract


Akram Ali Khawaja
 PAS
 (Program Director)