



TENDER DOCUMENTS

Upgradation of Internet Service in NUTECH

NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310

NATIONAL UNIVERSITY OF TECHNOLOGY

TENDER NOTICE

National University of Technology (NUTECH)
NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310

1. Sealed bids are invited from Government / FBR Registered Firms for Upgradation of Internet Service on **FOR Basis**. Tender documents (& draft contract) can be downloaded from NUTECH Website “<https://nutech.edu.pk/downloads/procurement/scm-tenders/> w.e.f 02 January **2024** and quotations shall be submitted as per requirement.
2. Bidders will be required to submit **Bank Draft/CDR/BC/PO/SDR Bid Security equal to 5%** of quoted value as Bid Bond in favor of National University of Technology (NUTECH).
3. Detail of bids and submission of tender is provided below: -

Ser	Description	Bank Account Details	Processing Fee	Submission	Tender Opening	Completion Days
a.	NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310	HBL, Tendering and Contracts, A/C # 5037-7000210755	Rs 5,000/-	1030 hrs on 17 Jan 24	1100 hrs on 17 Jan 23	15 Days

(Tender fee in shape of CDR/BC/PO/SDR etc. will not be acceptable. Only deposit receipt shall be considered)

Note: - Please attach bank receipt with technical offer. Offers will not be entertained without payment of processing fee.

Director (Supply Chain Management) NATIONAL
UNIVERSITY OF TECHNOLOGY, IJP ROAD,I-12,ISLAMABAD

Tel: 0092-51-5476768, Ext: 278

scm.office@nutech.edu.pk

Compliance – Check List

Offer must be quoted and arranged in accordance with below mentioned sequence. Non-compliance & non-provision of following documents may lead to disqualification.

Sr.	Required Particulars	Documents Attached	
		Yes / No	Page #
1.	Tender Fee Original Receipt (Rs 5,000/-)		
2.	Technical & Financial Offer separately		
3.	NTN/GST Registration		
4.	All Annexures & Special Conditions Compliance Note: All annexures must be as per given format.		
5.	OEM Registration / Authorization Certificate (if applicable)		
6.	OEM Details (if applicable)		
7.	Copy of Earnest Money (prices hidden)		
8.	Proforma Invoice (if applicable) (prices hidden)		
9.	OEM / Equipment brochures & details		
10.	Non-Blacklisting Certificate		
11.	Firm"s Complete details (address, contacts & email)		

NATIONAL UNIVERSITY OF TECHNOLOGY
SUPPLY CHAIN MANAGEMENT
INVITATION TO TENDER

Tender submission time: 1030 hrs on 17 Jan 2024

1. NUTECH desires to procure the list of item(s) / Store(s) on **FOR Basis** as per **Annexure-A**. Interested bidders are requested to send their bids through courier or deliver at NUTECH under "**Two Stage Two Envelope**" (two envelopes placed together in third envelope), marked clearly as "**Technical Offer**" and "**Commercial Offer**" respectively to the undersigned, latest by or before above mentioned due date.
2. **Conditions Governing Contracts.** The contract made as result of this IT will be in accordance with the draft contract published on NUTECH University website and other special conditions (Mentioned in this document) that may be added to given contract for the supply of equipment.
3. **Delivery of Tender.** The offer is to be submitted as under:-
 - a. **Technical Offer.** Technical Offer should contain only Annexure-A, Annexure-A-1 & Annexure B duly filled in (supported with relevant technical literature / details / catalogues etc) and receipt of tender processing fee. Copy of bid bond WITHOUT MENTIONING PRICE should be attached with technical offer.
 Only relevant technical details
 i.e literature/brochures) without mentioning the financial aspect of the offer should be enclosed in an envelope. In technical proposal, all items must have the brand names, model number, manufacturer's name, country of origin, manufacturer's warranty including parts with complete specs and brochures. Re-conditioned and re-furbished equipment shall not be acceptable. Following information will be clearly marked on the envelope:
 - (1) Technical Offer
 - (2) Original Performa Invoice (without price)
 - (3) Tender number
 - (4) Date/ time of opening
 - b. **Commercial Offer.** Commercial Offer will contain Annexure-C and bid bond (Dully mentioned and placed in separate envelope. The offer indicating the quoted price FE/Local Currency (in Local Currency for FOR cases &

in FE for FOB cases) in figures as well as in words would be enclosed in an envelope. Following information will be clearly marked on the envelope;

- (1) Commercial Offer
- (2) Original Performa invoice with price
- (3) Tender number

c. Both the envelopes i.e. commercial offer and technical offer would be enclosed in yet another properly sealed envelope that will be marked with address of this office only. There should be clear indication that this envelope contains tender documents.

d. The tender duly sealed will be addressed to the following:-

Deputy Director (Supply Chain Management Office) NATIONAL
UNIVERSITY OF TECHNOLOGY (NUTECH) IJ P ROAD, I-12,
ISLAMABAD

Tel: 0092-51-5476768, Ext: 278

4. **Date and Time for Receipt of Tender** Sealed bids with detailed specifications should reach SCM office latest by **1030 hours on 17 Jan 2024**. Delay occurring in post shall not be accepted. Tenders received after the appointed / fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed / forced holiday.
5. **Tender Opening** The offers shall be opened **30 minutes** after submission time. Commercial offers will be opened at later stage if Technical Offer is found acceptable on examination by technical authorities. Date and time for opening of commercial offer shall intimate later. Only legitimate / registered representatives of firm will be allowed to attend tender opening.
6. **Validity of Offer** The validity period of quotations must be indicated and should be **90 days** from the date of opening of financial offer.
7. **Withdrawal of offer** If the firm withdraws its offer within validity period the competent authority may place such firm under embargo for a period, which may be extended up to one year. Moreover, the Earnest Money of the firm will be confiscated.
8. **Documents** **Following information / copy of documents must be provided / attached with offer: -**
 - a. A copy of letter showing firm's financial capability.
 - b. NTN/GST number be mentioned on the offer and copy of registration Certificate issued by Sales Tax Department, attached.

- c. Foreign supplier to provide its Registration Number issued by respective Department of Commerce authorizing export of subject stores **(in FOB cases)**.
- d. Annexes A, A-1, B and C and special conditions must be signed and stamped. ATTACH ONLY RELEVANT DOCUMENTS.
- e. Complete all Annexes as per given format. Do not use your format or letter head. Offer may be rejected if given format is not followed.
- f. OEM/principal agency agreement must be provided.

9. Disqualification Offers are liable to be rejected if:-

- a. Validity of offer is not quoted as required in IT documents.
- b. Any deviation from the General/ Special / Technical Instructions.
- c. Offers are found conditional or incomplete in any respect.
- d. Copy of EM/Bid Bond & Tender processing fee (with tech offer) and original EM/Bid Bond (with fin offer) are NOT attached.
- e. Multiple rates/items are quoted against one item. Deleted
- f. Manufacturer's relevant brochures and technical details on major equipment assemblies are not attached in support of specifications.
- g. Offer received later than appointed / fixed date and time.
- h. Subject to restriction of export license.
- i. Offers (Commercial / technical) containing non-initialed / unauthenticated amendments / corrections / overwriting. If the validity of the agency agreement has expired. The commercial offer against FOB / CIF / C&F tender quoted in local currency.
- j. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.

10. Earnest Money / Bid Bond Commercial Offer must be accompanied with a Bid Bond (CDR/Pay Order/Bank Draft) in agreement of faithful compliance of the conditions of Contract. This amount will be equivalent to 5% of the total quoted value. The Bid Bond amount submitted by the successful bidder will however be refunded on effective termination of Contract. (The Bid Bond will be forfeited in case of default by the bidder from his commitments made through his offer). Submission of Bid Bond is mandatory; otherwise your offer will be rejected. Bid Bond will be used as performance guarantee till the delivery of stores, otherwise separate performance guarantee valued at 5 % of contract will be submitted by successful firm till stores are delivered and inspected.

11. Return of Earnest Money/Bid Bond

- a. Bid Bond to the unsuccessful bidders will be returned on finalization of the lowest evaluated bidder.
- b. Bid Bond of the successful bidder/bidders will be returned on submission of Bank Guarantee/Bid bond against warranty period OR Bid bond retained for the warranty period as the case may be.

12. Terms of Payment/ LC Charges

(In FOB cases)

- a. All categories payment will be made through letter of credit (LC). LC opening charges in Pakistan are to be borne by NUTECH. Payment will be made through irrevocable LC in favour of Manufacturer.

In FOR cases

- b. 20% advance payment will be made to the Seller on provision of unconditional Bank Guarantee/ CDR/ DD/ Pay order. Advance BG/CDR/DD/Pay order will be submitted at the time of signing the contract.
- c. 80% payment will made to the Seller after receipt and confirming the correctness of ordered specifications, installation, commissioning.

13. Warranty: - 02 Year Warranty of replaced parts will be required from the successful bidders from the date of commissioning. (Deleted)

14. Taxes/ Duties/ Custom clearance All taxes /duties /import Licenses Fee as applicable under government laws in Pakistan as well as country of supplier shall be on Seller **(in FOR Case). NUTECH will provide applicable exemption certificates and documents (In FOB Cases only).**

15. Insurance: - Insurance will be Seller's Responsibility **(in FOR Cases) and NUTECH's responsibility through NICL **(in FOB Cases)**.**

16. Freight charges /Misc charges: All charges such as packing, forwarding, local freight, loading and unloading, installation and commissioning, custom clearance, orientations, on job training or any other will be part of quoted price. Delivery till NUTECH will be seller's responsibility and all associated costs will be part of quotation as well.

17. Delivery Schedule Store will be delivered within **15 Days from contract signing date.**

18. Force Majeure If non-compliance with the period of delivery or services can be proved to be due to Force Majeure, such as but not limited to mobilization, war,

riot, strike, lockout, pandemics/epidemics or the occurrence of unforeseen events, the period shall be reasonably extended.

19. **Subletting** Suppliers are not allowed to sublet wholly or part of the contract to any other firm /company without prior permission by NUTECH. Firm found in breach of the clause will be dealt with as per purchaser's right and discretion.

20. **Arbitration** Will be as under: -

"All Claims, disputes, controversies, differences arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation performance, breach or termination, shall be referred to and shall finally be solved by binding arbitration. An Arbitration Committee Shall be constituted comprising Rector NUTECH and two Arbitration to be nominated on mutual agreement by each party. The venue of the Arbitration shall be the place of issuance of this contract or as Rector NUTECH may determine. In case of any difference, the clauses of Arbitration Act 1940, Rules and Regulation made thereof for time being enforce shall prevail. The award shall be final and binding on both parties.

- a. Provided that written record of any such arbitration and its award shall be arranged properly. An award of such arbitration may be confirmed in a court of competent jurisdiction at Islamabad.
- b. Provided further that incase of any other question /dispute not covered under this clause, the decision of Rector NUTECH shall be final."

21. **Redress of Grievance** In case of dispute, case shall be reviewed by NUTECH Redress of grievance committee and decision of NUTECH shall be final and binding on both parties.

22. **Export License/Permit /End User Cert** It shall be the responsibility of the Supplier to obtain from the Government concerned all permits and export licenses, etc required to enable each consignment to be shipped immediately as per the delivery schedule. In case the supplier fails to arrange export license within 30 days of signing the contract the purchaser reserves the right to cancel the contract on the risk and expense of the supplier without prior notice. The purchaser will provide End User Certificate for acquisition of export license to the supplier (format to be provided by the supplier for respective country within 10 day of signing of the contract).

23. **Technical Specification:** The supplier will provide OEM certificate, quality certificate /inspection document to the purchaser confirming the quality of the product being supplied under this contract. Store must bear the manufacturer's identification marking /monogram.
24. **Inspection /Testing of Store:** Inspection testing will be carried out at NUTECH by the concerned inspection team as detailed by the respective department in accordance with the laid down Acceptance Criteria. (Acceptance Test Procedure (ATPs)/Drawing /Test standard and specification). The supplier will provide ATPs with technical offer. Mutually agreed/approved ATPs will form part of contract to govern the inspection of store subsequently.
25. **Change In Specification /Mfr /Model.** No alternation marked/brand and quality of store will be entertained after the tender have been opened.
26. **Checking of Store at Consignee/User End.** All stores will be checked at Consignee's end in the presence of the supplier's representative. If for some reason, the supplier decides not to nominate his representative for such checking, an advance written notice to this effect will be given by the supplier to the consignee prior to immediately on shipment of store. In such an event the supplier will clearly undertake that decision of consignee with regard to quantities and description of consignment will be taken as final and discrepancy found will be accordingly made up by supplier. In all other cases the consignee will inform the supplier about arrival of consignment immediately on receipt of store through registered email/letter and telephone. If no response from the supplier is received within 15 days from initiation letter the consignee will have the right to proceed with the checking without supplier's representative. User/Consignee's report on checking of the stores will be binding on the seller in such cases.
27. **Packing /Marking.** The supplier shall be responsible for proper packing of the Store in standard export packing worthy of transportation by sea /air /road rail so as to ensure their content being free from lose or damages due to faulty packing on arrival at the ultimate destination. Packing of stores will be done at the expenses of the supplier. All packing cases, containers and other packing material shall become the property of the NUTECH on receipt. Any loss occurred /demurrage paid due to wrong marking will be made good by the supplier.

28. Original Performa Invoice: Original Performa invoice must have following

components incorporated: -

- a. HS Code
- b. Incoterm
- c. Payment Terms
- d. Origin of good
- e. Port of shipment
- f. Address of OEM
- g. Seller acceptance (on Performa Invoice)
- h. Invoice Date
- i. Latest date of shipment
- j. Seller complete bank detail

Note: Performa Invoice in the name of NUTECH in case of FOB cases & in the name of local partner in case of FOR cases.

29. General Instructions: Following must be noted:-

- a. The firm should provide point to point acceptance of each clause of IT and special instructions attached with IT.
- b. Firm will render a certificate with technical offer that firm is neither defaulter nor blacklisted by any Government / semi Government organization directly or indirectly. (On Judicial Paper)
- c. Rates should be quoted on Free Delivery basis at NUTECH Islamabad.
- d. ~~2 Years Warranty of replaced parts will be required from the successful bidders from the date of commissioning as performance bond. (Deleted)~~
- e. The stipulated delivery period should be strictly adhered to. Any anticipated delay that is beyond the control of Seller will be informed (in writing) well in advance of the expiry of the due date of the activity along with reasons thereof, requesting for the grant of extension in delivery period. If the Seller fails to do so, or the Buyer is not convinced with the rationale provided by the Seller, Liquidated Damages up to/at 2% per month or part thereof, will be imposed. However, the maximum limit of the Liquidated Damages will not exceed 10% of the delayed store value.
- f. If even after applicability of 10% LD, the Seller fails to deliver the required stores, the Buyer will be at liberty to Cancel the contract, and /or procure the of stores from an alternate source, on the Seller's "Risk & Cost/Expense". In that case, the Seller will be bound to make payment to the new source

through NUTECH. The purchaser's decision under this clause shall NOT be subjected to arbitration.

- g. NUTECH reserves the right to cancel the Contract without assigning any reason whatsoever during its currency / execution / after placement, if the firm is found to be involved in any dubious activity, litigation, lacking to meet contractual obligations with the purchaser or is blacklisted with any other Public procurement agency. No claims / loss / damage of whatsoever nature shall be entertained and NUTECH's decision in this regard will be final / binding on the Seller.
- h. An appropriate amount may be paid for mobilization against Bank Guarantee/CDR/Demand Draft/Pay Order.
- i. Firms with previous pending/outstanding projects/business and unsatisfactory performance with NUTECH may not be considered for award of any further business.
- j. Lowest evaluated bidders must send their authorized representatives (with authorization letter) for signing of the contract within three days of sharing of the draft contract.
- k. For technical opening firm will send a representative who has knowledge about the quoted items otherwise representative will not be allowed to sit in tender opening.
- l. **Stamp duty for Contract will be taken as per Section 22-A of Stamp Act 1899 Pakistan.**

Deputy Director
Supply Chain Management Office

Annex-A

Technical Specification
NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310

Sr.	Item	Description	Country of origin	A/U	Qty	OEM Auth Req Yes / No)	Bidder Compliance	
							Yes	No
1.	Provision Of Managed Wan Services Over Redundant Media	<p><u>Scope of Work</u></p> <p>The scope of work and service delivery includes:</p> <ul style="list-style-type: none"> • 800 Mbps CIR bandwidth over Primary Media • Primary Media is required to be Optical Fiber • 400 Mbps CIR bandwidth over Secondary media • Secondary Media is required to be Wireless • Auto failover device (Juniper/ CISCO) in case of failure of primary media • Required 99.5% Network/Service availability • 24/7 online technical support and Online ticketing system must be available with service provider <p><u>Issue Resolution Time & Service Availability</u></p> <p>Vendor is required to provide plan for response time as below:</p> <ul style="list-style-type: none"> • In case of any outage, issue is required to be resolved within 2 hours. • Bidder is required to provide a detailed escalation 	Asia			(

		<p>matrix including Level 2, Level 3 technical support.</p> <ul style="list-style-type: none">Bidder is required to ensure service availability and following penalty will be enforced in case of network outage																		
<table><tr><th>Service availability</th><th>% of MRC deduction</th></tr><tr><td>99.5% and above</td><td>Nil</td></tr><tr><td>98% - 99.4%</td><td>5% of MRC</td></tr><tr><td>96% - 97.9%</td><td>10% of MRC</td></tr><tr><td>94% - 95.9%</td><td>15% of MRC</td></tr><tr><td>Less than 94%</td><td>20% of MRC</td></tr></table>			Service availability	% of MRC deduction	99.5% and above	Nil	98% - 99.4%	5% of MRC	96% - 97.9%	10% of MRC	94% - 95.9%	15% of MRC	Less than 94%	20% of MRC						
Service availability	% of MRC deduction																			
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96% - 97.9%	10% of MRC																			
94% - 95.9%	15% of MRC																			
Less than 94%	20% of MRC																			

Firm Name: _____

Signature: _____

Name: _____

Designation: _____

Annex-B

Technical Specification
NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310

Fill in following essential Parameters: -

1. Validity of Offer: _____ Days (Should not be less than 90 **days**)
2. Delivery period: _____ Days (After placement of order)
3. Country of Origin: _____
4. Warranty Period _____

General

1. GST Number: _____ (Enclose Copy)
2. NTN / CNIC: _____ (if exempted, provide valid exemption certificate)

Payment Terms (In continuation of IT Document clause 12)

In FOR Cases
20% advance payment against BG/CDR/Pay Order/DD
Remaining 80% payment after delivery, installation / commissioning /user satisfaction certificate

Details of Foreign Principal Information with account details)

1. Name / Title: _____
2. Address: _____

OEM Name:	Firm Name:	Signature:
OEM Focal Person:	Firm Focal Person:	Official Seal:
OEM Phone Number:	Firm Phone Number:	Name & CNIC:
OEM Email Id:	Firm Email Id:	Designation:

Annex C

FINANCIAL OFFER
NUTECH/SCM /Upgradation of Internet - ICT 23-24 / TD-310

Sr.	Items	Description	Country of Origin	A/U	Qty	Unit Price PKR (Including Tax)	Total Price PKR (Including Tax)
1.	Provision Of Managed Wan Services Over Redundant Media	<p><u>Scope of Work</u></p> <p>The scope of work and service delivery includes:</p> <ul style="list-style-type: none"> • 800 Mbps CIR bandwidth over Primary Media • Primary Media is required to be Optical Fiber • 400 Mbps CIR bandwidth over Secondary media • Secondary Media is required to be Wireless • Auto failover device (Juniper/ CISCO) in case of failure of primary media • Required 99.5% Network/Service availability • 24/7 online technical support and Online ticketing system must be available with service provider <p><u>Issue Resolution Time & Service Availability</u></p> <p>Vendor is required to provide plan for response time as below:</p> <ul style="list-style-type: none"> • In case of any outage, issue is required to be resolved within 2 hours. • Bidder is required to provide a detailed escalation matrix 	Asia				

		<p>including Level 2, Level 3 technical support.</p> <ul style="list-style-type: none">Bidder is required to ensure service availability and following penalty will be enforced in case of network outage <table><tr><th>Service availability</th><th>% of MRC deduction</th></tr><tr><td>99.5% and above</td><td>Nil</td></tr><tr><td>98% - 99.4%</td><td>5% of MRC</td></tr><tr><td>96% - 97.9%</td><td>10% of MRC</td></tr><tr><td>94% - 95.9%</td><td>15% of MRC</td></tr><tr><td>Less than 94%</td><td>20% of MRC</td></tr></table>	Service availability	% of MRC deduction	99.5% and above	Nil	98% - 99.4%	5% of MRC	96% - 97.9%	10% of MRC	94% - 95.9%	15% of MRC	Less than 94%	20% of MRC					
Service availability	% of MRC deduction																		
99.5% and above	Nil																		
98% - 99.4%	5% of MRC																		
96% - 97.9%	10% of MRC																		
94% - 95.9%	15% of MRC																		
Less than 94%	20% of MRC																		

Firm Name:	_____
Signature:	_____
Name:	_____
Designation:	_____

Tender No _____

Name of the Firm _____

Firm Address _____

Date _____

Telephone No _____

E-Mail _____

To, DD SCM Office
NUTECH University
I- 2, Main IJP Road,
Islamabad.

Dear Sir

1. I / We hereby offer to supply to the NUTECH University the stores detailed in schedule to the tender inquiry or such portion thereof as you may specify in the acceptance of tender at the price offered against the said schedule and further agree that this offer will remain valid up to 90 days after opening of Financial offer and will not be withdrawn or altered in terms of rates quoted and the conditions already stated therein or on before this date. I / we shall be bound by a communication of acceptance to be dispatched within the prescribed time.
2. I / we have understood the instructions to Tenders and General Conditions Governing Contract available at NUTECH website and have thoroughly examined the specifications / drawing and / or patterns quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/ our offer is to supply stores strictly in accordance with the requirements.

Yours Faithfully.

(Signature of Tenderer)

Designation

Date:

Individual signing tender and / or other documents connected with a contract must be signed by principal authorized rep/ OEM rep/ Authorized partner firm rep.

SPECIMEN FOR "ADVANCE PAYMENT BANK GUARANTEE"

Guarantee No:_____Date _____Amount:_____Valid upto:_____

In Favour of:

National University of Technology (NUTECH), IJP Road, I-12, Islamabad

Subject: **Advance Payment Bank Guarantee**

Contract No:_____DATED._____

Dear Sir,

1. We [Name of Guarantor] understand that you have entered into contract with M/S [Name of Firm] (hereinafter called Our Client), for provision of [Name of Stores]. And as per the above mentioned Contract, you are liable to pay to Our Client an amount of [Amount of Guarantee] in advance, which shall be released against a Bank Guarantee. 2. Bank & seller firm shall inform your office regarding termination of the validity of this bank Guarantee one clear month before the actual expiry date of this Bank Guarantee.

3. Now, we hereby irrevocably undertake to immediately make payment on to your orders, merely upon receipt of your first written notice, an amount not exceeding [Amount of Guarantee] that may be claimed by you at your own discretion without it being necessary for you to prove or even assert to the Bank any default whatsoever of Our Client under the Contract.

4. Claims against this Guarantee shall be lodged on us through written request/s on your proper Letter Head. Unless claims are not presented on or before the Validity Date, all rights and benefits under this guarantee shall be forfeited and we shall be released from all claims, demands or liabilities of any kind whatsoever.

5. This Guarantee shall remain in force up to the above mentioned Validity Date which can however, be extended upon request of Our Client.

Yours faithfully,

Signature:_____

Name:_____

Designation:_____

Bank Stamp:

"SPECIMEN FOR BANK GUARANTEE AGAINST PERFORMANCE/WARRANTY GUARANTEE"

Guarantee No: _____ Date _____ Amount: _____ Valid upto: _____

In Favour of: National University of Technology (NUTECH), IJP Road, I-12, Islamabad

Subject: In compliance with terms of Performance/Warranty Guarantee Bank Guarantee

Contract No: _____ dated _____

Dear Sir,

1. Whereas your good-self have entered into Contract No __dated with M/s [Firm Name] Located at [Firm Address], Herein after referred to as our customer and that one of the conditions of the Contract is submission of Bank Guarantee by our customer to your good-self for a sum of [Amount].
2. Incompliance with this stipulation of subj contract, we hereby agree and undertake as under:-
 - a. To pay to you unconditionally on demand and / or without any reference to our Customer an amount not exceeding the sum of [Amount] as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till [Validity Date].
 - c. That the validity of this Bank guarantee shall be kept two clear year ahead of the original / extended delivery period or the warrantee of the stores which so ever is later in duration on receipt of information from your office. Our liability under this Bank Guarantee shall cease on the closing of banking hours on the last date of validity of this Bank Guarantee. Claim received there after shall not been entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this documents i.e., Bank Guarantee must be clearly cancelled, discharged and returned to us.
 - d. That we shall inform your office regarding termination of the validity of this bank Guarantee on clear month before the actual expiry date of this Bank Guarantee.
 - e. That with the consent of our customer you may amend / alter any term / cause of the contractor add / delete any term / clause to / from this contract

without making any reference to us. We do not reserve any right to receive any such amendment / alternation or addition / deletion

provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only [Amount].

- f. That the bank guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer / Supplier or Vendor.
- g. That this is an unconditional Bank guarantee, which shall been cashed on sight on presentation without any reference to our Customer / Supplier or Vendor.

Signature_____

Name_____

Desig_____

Bank Stamp_____

Note: No changes in the above given BG format shall be accepted.

"SELLER'S WARRANTY CERTIFICATE"

(To be provided on stamp paper)

Contract No:

Dated:

~~Validity 2 years from the date of final acceptance of the Stores. (Deleted)~~

We hereby guarantee that we are the genuine and original Source of provisioning the Stores to our Buyer. We also undertake that nothing in the manufacturing of these Stores has been obtained through unauthorized means.

1. We hereby warrant and undertake that the Stores and all the associated spares/ accessories supplied under the terms and conditions of the above Contract, are:

- a. brand new, complete in all respects, possessing good quality and standard workmanship; and
- b. liable for replacement/rectification free of charge, if during the Warranty period the same are found defective before or under normal use or these do not remain within the limits and tolerances stated under the specifications or in any way not in accordance with the terms of this Contract. All expenses incurred in removal, re- provisioning and reinstallation of such defective Stores or their parts shall also be borne by us.

2. The Warranty shall remain valid for a period of ____ years from the date of final acceptance of the Stores.

Signature & Stamp _____

Name & CNIC _____

Designation: _____

Date: _____

****Sellers warranty must be provided by the Seller (firm) on Rs 100 stamp paper along with bank guarantee/CDR/Pay Order without changing a word. BG with additional clauses will be rejected.**

CHECK LIST**(This checked list must be attached with your technical offer, duly filled and****Signed by authorized signatory)****Tender No _____****Date _____**

1	Tender Processing Fee	a. Tender processing fee ref no b. Bank c. Amount		
2	EM/ Bid Bond	a. EM/ Bid Bond ref no b. Bank		
3	Form Annex A, A-1, B and C signed by Authorized Signatory		Yes	No
4	Offering specification of items as per IT		Yes	No
5	Quoted Currency as per IT		Yes	No
6	Accounting unit/Qty as per IT		Yes	No
7	Delivery Schedule as per IT		Yes	No
8	Country of origin of store			
9	Name of OEM:- _____			
10	Original Performa invoice (Mandatory)		Yes	No
11	Certified that there is no Deviation from IT conditions/ there is deviation from IT condition as per fol details		Yes	No
12	Blacklisting certificate.		Yes	No
13	Verifiable OEM Certificate		Yes	No
14	Warranty Period as per IT		Yes	No
15	ATPs provided		Yes	No

Note: Fill and/or mark Yes/No where required.

Signature of Firm Auth Signatory

Special Instructions

Technical Evaluation Criteria:

Technical proposals will be evaluated on the basis of Scoring Criteria as provided below. Financial proposals would be opened only for those applicants obtaining 70% or higher marks in Technical Evaluation.

Financial proposals of those applicants obtaining less than 70% marks in Technical Evaluation shall remain un-opened & would be returned to the applicants. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system as specified below.

Evaluation Criteria I:

Evaluation Criteria I		
Clause	Nature	Documents
Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory	Registration Certificate/Experience Certificate
Valid Income Tax Registration	Mandatory	Certificate
Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory	Certificate
Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization Anywhere in Pakistan	Mandatory	Affidavit on Stamp Paper
Compliance to the ToRs mentioned in this RFP	Mandatory	Compliance sheet
Service provider must have local loop operation LLO and LDI license	Mandatory	PTA registration certificate/LLO license
ISP must have own Last Mile Media (Out Sourcing is not allowed)	Mandatory	Documentary Evidence

Bidders who qualify mandatory clause will be evaluated on below Eligibility Criteria.

Evaluation Criteria II

Attributes	Maximum Score	Score distribution	Requirements
Service provider having its own Last mile infrastructure at network level / access level	10	10	Service provider
Company established (no. of years)	10	10	5 or more years
Similar Projects	10	10	10 or more similar projects completed
		5	5 or more similar projects completed
		2	Less than 5 similar projects completed
Financial strength of the company (Provide 3 years financial statements)	10	10	Having annual turnover of at least 01 Billion
		5	Having annual turnover of less than 01 Billion

Minimum passing score will be 30.