

GOVERNMENT COLLEGE UNIVERSITY FAISALABAD



TENDER DOCUMENT

FOR

**Procurement of Additional
Bandwidth for various campuses of
Government College University,
Faisalabad under
Framework Contract**

Tender No. 812/20/2024

Special Instructions:

- The companies may visit the office of IT Manager for consultation of tender requirements.
- A person who attends the tender bids opening meetings may be owner of company but in case of company representative must have authority letter of company.
- Bids must be submitted through e-pads while bid securities must reach the undermentioned address before bid submission time, otherwise bid shall be considered non-responsive / rejected.

Table of Contents

S#	Description
	Tender Notice
1	Invitation to the Bid
2	Instructions to the Bidders
	Terms and Conditions of the Tender
3	Definitions
4	Tender Eligibility
5	Amendment of the Tender Document
6	Bid Currency
7	Validity Period of the Bid
8	Bid Security
9	Bid Preparation and Submission
10	Modification and withdrawal of the Tender
11	Bid Opening
12	Preliminary Examination
13	Determination of the Responsiveness of the Bid
14	Technical Evaluation Criteria
15	Financial Proposal Evaluation
16	Rejection and Acceptance of the Tender
17	Contacting the Procuring Agency
18	Announcement of Evaluation Report
19	Award of Contract
20	Letter of Acceptance (LOA)
21	Payment of Performance Guarantee (PG)
22	Refund of Bid Security (BS)
23	Issuance of Supply Order or Signing the Contract
24	Redresses of Grievances by the Procuring Agency
	General Conditions of Supply Order /Contract
25	Delivery of Items
26	Liquidated Damages
27	Inspection and Tests
28	Release of Performance Guarantee (PG)
29	Contract Amendment
30	Termination for Default
31	Mechanism for Blacklisting
32	Force Majeure
33	Termination of Insolvency
34	Termination for Convenience
35	Resolution of Disputes
36	Applicable Law
37	Notices
38	Taxes and Duties
39	Bidder General Information Form
40	Affidavit

1. INVITATION TO THE BID

1.1. Bids/Tenders are invited, for “**Procurement of Additional Bandwidth for Various campuses of GCUF under Framework Contract**” from Active Sales Tax and Income Tax Registered firms for Department of IT services, Government College University, Faisalabad.

2. INSTRUCTIONS TO THE BIDDERS

- 2.1. Procurement will be made under Punjab Procurement Rules (PPRA) 2014.
- 2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they upload all the required documents indicated in the Tender / Bid Documents at the time of submission of bid and no request for submission of any missing mandatory documents will be entertained after opening of the Bids.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security or lesser in amount shall be rejected.
- 2.5. The framework contract period shall 3 years, however, the contract shall be made initially for the period of one-year extendable subject to the satisfactory performance of the company.
- 2.6. The estimated cost of this tender is Rs. 11,136,000/-

2.7. Mode of Advertisement:

As per Rule 12(1) the advertisement is being published and placed on www.gcuf.edu.pk, and on the website of PPRA Punjab (www.ppra.punjab.gov.pk).

2.8.Type of Open Competitive Bidding

As per Rule No. 38(2) a, **Single stage-two envelope procedure** shall be followed with details given below:

- 2.8.1. The bid shall comprise of separate technical and financial bids to be uploaded on e-pads. Technical bids shall be opened first and evaluation report shall be uploaded after technical evaluation. The financial bid of the technically responsive firms shall be opened.
- 2.8.2. The committee shall evaluate the proposal under **PPRA Rule # 32** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- 2.8.3. The proposals shall be opened through **E-PADS** at a time, and venue announced and mentioned in below BID DATA SHEET;

2.9. **DATA SHEET (Information for the Bidders)**

1	Procuring Agency	Government College University Faisalabad
2	Tender Number	812.20.2024
3	Name of Tender	Supply of Additional Bandwith for IT Services , GCUF
4	Tender Document available place	Director Procurement & Inventory Control, GC University Faisalabad

5	Cost of Tender Document	Free of Cost
6	Bid Security	5% of Estimated Amount in shape of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) OR Banker's Cheque in favor of Government College University Faisalabad"
7	Performance Guarantee	5 % of the order value / the firm may also request to convert the bid security as Performance Guarantee
8	Performance Security	10 % shall be deducted from the final bill and shall be released after successful completion of first year of contract
09	Contact Number	Ph. 041-9201468
10	Pre-Bid Meeting	26-03-2025 at 11:30 AM in DP&IC
11	Due Date and Closing Time	08-04-2025 till 11:00 AM
12	Date, Time and Place of Bid Opening	08-04-2025 at 11:30 AM at Director Procurement & Inventory Control, GC University Faisalabad

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1.** “The Procuring Agency” means Government College University Faisalabad.
- 3.2.** “GCUF” means Government College University Faisalabad
- 3.3.**“Bidder/Tenderer” means the Firm/Company/Supplier/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the Contract and have registered for the relevant business thereof.
- 3.4."** Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5.** Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6.** “The Contract Price” means the price payable to the lowest qualified Supplier under the Contract for the full and proper performance of its contractual obligations.
- 3.7.** "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8.** "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.9.** “PPRA” means Punjab Procurement Regulatory Authority.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. Who has valid registration certificates for Income Tax, Sales Tax and Professional Tax
- 4.2. is an active Tax Payer;
- 4.3. has got the experience in supply of relevant items;
- 4.4. conforms to the clause of “Responsiveness of Bid” given in this tender document;
- 4.5. has not been blacklisted.

5. AMENDMENT OF THE TENDER DOCUMENT

- 5.1 The Central Purchase Committee (CPC) of Government College University Faisalabad, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 5.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 5.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

6. BID CURRENCY

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

7. VALIDITY PERIOD OF THE BID

- 7.1. Validity period of the bids shall be 90 days.
- 7.2. In exceptional circumstances, the Central Purchase Committee (CPC) of University may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.
- 7.3. If the bidder, offer validity for a shorter period, shall be reject by the CPC of GCUF as “**Non-Responsive**”.
- 7.4. Under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity or 180 days whichever is more.

8. BID SECURITY

- 8.1. Bidder will submit Bid Security drawn in the name of “**Treasurer, Government College University Faisalabad**” :

(The required amount of Bid Security does not exceed 5% of estimated cost)

- 8.2. Cheque or Cross Cheque shall not be accepted at all.
- 8.3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision

for the award of the said tender.

8.5. Subject to the award of contract, the Bid Security shall be returned to successful bidder against submission of Performance Guarantee

8.6. If the Bid Security is found less than the required amount, then the bid will be rejected Irrespective of the rates and the stage of the bid process.

8.7. The Bid Security may be forfeited if a lowest qualified Bidder:

- a. Refuses to accept Letter of Acceptance of the Bid; or
- b. Fails to furnish Performance Security.

9. BID PREPARATION AND SUBMISSION

9.1 Bid shall be uploaded on PPRA by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative.

9.2 The documents attached with the Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order

9.3 Covering letter *duly* signed and stamped by authorized representative.

9.4 Copy of Income Tax Registration Certificate

9.5 Copy of Sales Tax Registration Certificate.

9.6 Copy of Professional Tax

9.7 Detailed specification of items and sample of paper reams to be quoted, which shall be examined as per required specifications.

9.8 Sound financial position of the bidder (Bank Statement of last year with annual turnover of double than estimated value of tender.

9.9 The Financial Proposal of the bidder shall include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders

9.10 The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.

9.11 The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

9.12 The Bid is liable for rejection if Financial Proposal contains conditional offer.

9.13 (Mode of Submission of Bids) The Bid should be submitted through E-Procurement System.

10. MODIFICATION/WITHDRAWAL OF THE TENDER

10.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

10.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

11. BID OPENING

11.1. Proposal Opening

The bids will be opened by the Central Purchase Committee of University on the date and time as specified in the Tender Notice. The bids will be opened in the presence of bidders / representatives who choose to be present.

11.2. Suppression of facts and misleading information

- During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Central Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.
- It is the Bidder's responsibility to prove the Bidder's requisite qualification, Experience and capacity to undertake the project to the entire satisfaction of the Tender Committee failing which the Bid may be rejected.

12. PRELIMINARY EXAMINATION

12.1. The Tender Committee shall examine the bids to determine whether they are complete, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

12.2. The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

13.3. Conforms to all terms and conditions of the Tender Document, without Material deviation or Reservation.

13. DETERMINATION OF RESPONSIVENESS OF THE BID

13.1. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

13.1.1. To meets an eligibility criterion for the Bidder / the Goods / the Services;

13.1.2. To meets all the mandatory requirements of the evaluation criteria.

13.1.3. To meets the Technical Specifications for the Goods / the Services;

13.1.4. Is accompanied by the required Bid Security;

13.1.5. Is otherwise complete and generally in order;

13.1.6. The Tender determined as substantially non-responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

14. EVALUATION CRITERIA

14.1 The Bidders who have duly complied with the Eligibility criteria will be qualified for further evaluation. The bidder obtaining qualifying marks (70 marks out of 100) shall be considered for financial evaluation. However, if the technical specifications (Annex-A) of the required product are not same/ equivalent to demand the bid shall be technically rejected as a whole and will be considered as non-responsive as this tender is called on turnkey basis for procurement of additional bandwidth under framework contract.

14.3 Under PPRA Rules # 31, Technical Bids will be evaluated on the basis of following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

Sr. No.	Parameters	Detail	Total Marks	Remarks									
01	Mandatory Documents Required	<div>The firm must attach these documents along with technical bid.</div> <div>Total Marks (20)</div> <table><tr><th>Sr#</th><th>Documents/ Certificates required</th><th>Marks</th></tr><tr><td>I</td><td>Copy of National Tax Registration certificate and proof of filer Copy of Sales Tax Registration certificate and proof of filer</td><td>5</td></tr><tr><td>II</td><td>An affidavit on Rs. 100/- on e-stamp paper as per clause No. 39 Affidavit of tender documents. (confirmation to the tender specs Annex-A</td><td>5</td></tr></table>	Sr#	Documents/ Certificates required	Marks	I	Copy of National Tax Registration certificate and proof of filer Copy of Sales Tax Registration certificate and proof of filer	5	II	An affidavit on Rs. 100/- on e-stamp paper as per clause No. 39 Affidavit of tender documents. (confirmation to the tender specs Annex-A	5	30 (5+10+15)	Please Note that any bid received without documents mentioned in this category shall be rejected/ knockout in technical evaluation.
Sr#	Documents/ Certificates required	Marks											
I	Copy of National Tax Registration certificate and proof of filer Copy of Sales Tax Registration certificate and proof of filer	5											
II	An affidavit on Rs. 100/- on e-stamp paper as per clause No. 39 Affidavit of tender documents. (confirmation to the tender specs Annex-A	5											

		III	Contractor must provide the following license: CVALS, LL, TIP (any two) Contractor / firm must provide the following documents: Upstream Active NNI/ Contract for TW1 (with TWA) Upstream Active NNI/Contract for PIE (PTCL) HLD (high Level Diagram) LLD (low Level Diagram) Exclusive Connectivity undertaking	20																										
02	Past Working Experience	(a) Major Public / Government Institutions Served: (10 marks) <table border="1"><tr><td>i</td><td>No. of institutions served in last year (from July 2023 till tender opening date)</td><td>Marks</td></tr><tr><td>ii</td><td>1 to 3</td><td>4</td></tr><tr><td>iii</td><td>4 to 6</td><td>8</td></tr><tr><td>iv</td><td>7 & Above</td><td>10</td></tr></table> (b) Experience of firm in number of years (10 marks) <table border="1"><tr><td>i</td><td>Number of working years of firm</td><td>Marks</td></tr><tr><td>ii</td><td>1 to 3</td><td>4</td></tr><tr><td>iii</td><td>4 to 6</td><td>8</td></tr><tr><td>iv</td><td>7 &Above</td><td>10</td></tr></table>			i	No. of institutions served in last year (from July 2023 till tender opening date)	Marks	ii	1 to 3	4	iii	4 to 6	8	iv	7 & Above	10	i	Number of working years of firm	Marks	ii	1 to 3	4	iii	4 to 6	8	iv	7 &Above	10	20 (10+10)	Public / Government Institutions mean government institutions / Public Sector organizations / Public Sector Universities / Government Agencies / Autonomous Bodies etc. The Supply order/s of firms should worth above 20 M in last year otherwise no marks shall be given in this category (a) The firms must attach supply order/ work orders from clients or any other relevant documents supporting their experience in relevant line of business (Bandwidth, Internet services)
i	No. of institutions served in last year (from July 2023 till tender opening date)	Marks																												
ii	1 to 3	4																												
iii	4 to 6	8																												
iv	7 & Above	10																												
i	Number of working years of firm	Marks																												
ii	1 to 3	4																												
iii	4 to 6	8																												
iv	7 &Above	10																												
03	Performance Certificate	i	Performance certificates of various contracts during last 5 financial years 2019 to 2024 (one mark for one certificate) Ten or above 10 marks maximum	10	10	The performance certificates should be attached from various organizations . <i>In case of same organizations, the project and year should be different.</i>																								

04	Financial Status	i	Last year Audited Balance Sheet (Financial Year 2023-24) / (non-audited financial statement for sole proprietor firm	5	30 (5+5+5+5+10)	All provided documents can be verified by the Department. In case of Bank Certificate, the Bank will certify about the account of company as active or non-defaulted. Overall Turnover will be calculated in last financial year from the bank statement / POs
		ii	Income & Sales Tax Return (July 2023 to June 2024)	5		
		iii	Bank Certificate*	5		
		iv	Bank Statement (July 2023 till tender date)	5		
		(a)	Turnover above 30 Million	10		
		(b)	Above 25 Million to 30 Million	08		
		(c)	Above 20 Million to 25 Million	06		
		(d)	Above 15 Million to 20 Million	04		
		(e)	Above 11.2 Million to 15 Million	02		
(f)	Turnover below 11.2 Million	0				
05	After Sales Services Setup	Workshop / Physical / Service Center Setup in Faisalabad: 04 marks Repair Technicians staff: 02 Marks Tools Availability: 02 marks After Sales Satisfactory Performance Report: 04 marks (1 mark against each performance report)			10	(i) Documentary support regarding the facilities available at workshop with area details (ii) List of tools must be enclosed. (iii) After sale satisfactory performance reports issued by the concerned departments must be attached.
	TOTAL MARKS ARE 100 AND QUALIFYING MARKS ARE 70 MARKS					

The bidder must provide Verifiable documentary proof against all the mandatory requirement and Evaluation Criteria along with the Technical Proposal. The firm shall not be allowed to change / re-submit any document after opening of the Technical Proposal, however Purchase Committee may allow for submission of a document inadvertently missed by vendor or ask for any further documentation besides above, keeping the substance of bid unchanged.

15. FINANCIAL PROPOSAL EVALUATION

15.1. Financial bids of the technically qualified firms (minimum 70 marks) shall be opened and financial bids shall be called on following table.

Financial Proposal for GCUF Campus Connectivity. Company /firm name:							
	Description						
Sr. No	Site Name	Monthly charges for Internet with Taxes	Monthly charges for data Links L3/L2 with Taxes	Setup charges One time only with taxes	Total amounts with all tax & duty per year	Percentage (%) increase in rate of services in second year of contract	Percentage (%) increase in rate of services in third year of contract
1.	Main Campus (Aggregation)						
2.	New Campus (Jhang Road)						
3.	Civil Line Campus						
4.	Chiniot Campus						
5.	Samundri Campus						
All Gross totals							

The framework contract period shall 3 years, however, the contract shall be made initially for the period of one-year extendable subject to the satisfactory performance of the company.

15.2. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc.

- Annual Rate of Internet charges
- Annual Rate of Data Link L3 /L2
- Fixed setup charges
- Percentage increase in second year
- Percentage increase in third year
- Overall lowest bidder for complete contract period of three year shall be awarded the contract

16. REJECTION AND ACCEPTANCE OF THE TENDER/BID

16.1.The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions,

According to PPRA rule 35

(5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall

immediately communicate the decision to the bidders.

16.2.The Tender / bid shall be rejected if:

16.2.1. It is substantially non-responsive; or

16.2.2. The bidder does not meet any of the mandatory criteria mentioned.

16.2.3. It does not contain the documentary proof against any of the mandatory Criteria.

16.2.4.The bid is incomplete, partial, conditional, alternative, late; or

16.2.5. The bidder does not attach Bid Security in Shape of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) OR Banker's Cheque; or

16.2.6. The bid security is not attached or it is less than the required amount; or

16.2.7. The Bidder submits more than one Bids against one Tender; or

17. CONTACTING THE PROCURING AGENCY

17.1. No Bidder shall contact the Central Purchase Committee of University on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

17.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. **Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.**

18. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on PPRA website and all the bidders shall be informed of this.

19. AWARD OF CONTRACT

The Tender will be awarded to the Lowest Evaluated Bidder (three-year evaluation) who has been Declared Technically and Financially Qualified.

20. Letter of Acceptance (LOA)

After acceptance of the Bids by the Central Purchase Committee (CPC), Letter of Acceptance (LOA) will be issued only to the Successful Bidder.

21. PAYMENT OF PERFORMANCE GUARANTEE (PG)

The Successful Bidder(s) performance guarantee (In the form of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) OR Banker's Cheque) will be submitted to DP&IC for a specified time mentioned in bidding documents.

22. REFUND OF BID SECURITY (BS)

The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder.

23. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

23.1 The Directorate of Procurement and Inventory Control (DP&IC) shall issue Supply Order or sign a Contract with the Successful bidder who has meet all requirement.

23.2 The Successful Bidder will provide the stamp paper of 0.25% of total order value for Signing the Contract OR Supply Order shall be issued and Stamp Paper duty shall be deducted from the bill.

24. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

24.1 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.

24.2. The Grievances Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

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

24.4. The decision of the Vice Chancellor of Government College University Faisalabad would be final & binding on both the parties and not challengeable in any court of law.

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

25. DELIVERY OF ITEMS

25.1. Delivery Period will be counted after issuance of Letter/ of Acceptance / Supply Order with details given below:

25.2. The Supplier will be responsible for **delivery** of Goods, loading / unloading & shifting in store.

25.3 Before delivery of items to the locations, the Bidder must get the items inspected at GCUF.

25.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation /delivery will be rectified by the supplier at his cost.

26. LIQUIDATED DAMAGES / LATE DELIVERY CHARGES

26.1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Central Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the price of the delayed goods per month (**0.06% per day**) of delay, maximum up to 10% of the price of total value of the contract.

26.2. The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

27. INSPECTION AND TESTS

27.1 The Central Inspection Committee of GCUF shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.

27.2. Inspection will be done at Government College University Faisalabad.

27.3. Inspection Committee may verify the authenticity of items from Supplier.

27.4. After the inspection or test if the Inspection Committee declared items do not conform to the specification and the criteria then Central Purchase Committee may reject them, and the supplier shall either replacethe rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to University.

28. **Release of Performance Guarantee (PG)**

The performance Guarantee shall be release to the vendor / supplier after successful completion of the contract OR supply of goods / items as per Supply Order

29. **CONTRACT AMENDMENT**

No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

30. **Payment of Bill**

Billing will on quarterly basis after receipt of invoice of 30 days.

Penalties Against Bandwidth Services Covered Under This Contract

Internet Services uptime commitment must be 99.9% on aggregation/hub site and 98% on remote sites. In case of deviation from said commitment, penalty will be charged as per following penalty matrix:

The Maximum limit of penalties under this Work Order’s Network availability are classified as under:

Network Availability (% of 2160 hours)	Deduction from the Quarterly Recurring Service Charges
99.99% - 98.01%	No Deduction
98.00% - 97.01%	1 % Deduction
97.00% - 95.00%	3 % Deduction
94.99% - 93.00%	5% Deduction
92.99% - 91.00%	7% Deduction
90.99% - 89.00%	9 % Deduction
89.00% - 88.00%	10% Deduction

Maximum Liquidated Damages shall be 10% of Monthly Recurring Charges (MRC)/ Quarterly Recurring Charges (QRC) in excess to performance security.

The penalties shall be deducted once in a quarter.

31. **TERMINATION FOR DEFAULT**

The Tender Committee of Government College University may, without prejudice to any other remedy for breach ofContract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

31.1 The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

31.2 The successful bidder fails to deliver goods and services as per its technical specifications Offered in the bid

31.3 The successful bidder fails to perform any other obligation(s) under the Contract.

31.4 The bidder, in the judgment of the Central Purchase Committee has engaged in corrupt or fraudulentpractices in competing for or in executing the Contract.

31.5 In case of non-satisfactory services as per SLA mentioned / if network availability is less than 88% during period of 90 days, contract may be terminated by GCUF.

32. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the University may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

33. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mis-management and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressed of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, 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 reasonable alternative means for performance not prevented by the Force Majeure event.

34. Termination for Insolvency

- 33.1 The Government College University Faisalabad (GCUF) may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GCUF.

35. Termination for Convenience

35.1. 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.

35.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the GCUF on the Contract / Supply Order terms and prices. For the remaining Goods, the GCUF may choose:

- (a) to have any portion completed and delivered at the Contract / Supply Order terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

36. Resolution of Disputes

36.1. After signing the contract or issuance of purchase order, The GCUF and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

36.2. If, after thirty (30) days from the commencement of such informal negotiations, the GCUF and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

37. **Applicable Law**

37.1. The Contract shall be interpreted in accordance with the PPRA RULES and laws of Punjab (Pakistan).

38. **Notices**

38.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party’s address.

38.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

39. **Taxes and Duties**

39.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Government College University Faisalabad. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the GCUF as the case may be.

Bidder General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head.]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company’s Date of Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

40. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Bid]

Name: _____

(Applicant)

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

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Government College University Faisalabad deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Government College University Faisalabad. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

Appendix “A”

Technical Specifications

SUPPLY OF ADDITIONAL BANDWITH FOR IT SERVICES GCUF

Connectivity Requirement for GCUF Campuses

Sr. #	Branch Location	Require Connectivity		Uptime SLA
1	Main Campus (Aggregation)	400 Mbps Internet CIR with 16 static IPs Pool & 80 Mbps Data Connectivity L2/L3	Optical Fiber Link	99.5%
2	New Campus (Jhang Road)	200 Mbps Internet CIR with 16 static IPs Pool & 20 Mbps Data Connectivity L2/L3	Optical Fiber Link	99.5%
3	Civil Line Campus	100 Mbps Internet CIR with 08 static IPs Pool & 20 Mbps Data Connectivity L2/L3	Optical Fiber Link + Radio with auto failover	98%
4	Chiniot Campus	150 Mbps Internet CIR with 08 static IPs Pool & 20 Mbps Data Connectivity L2/L3	Fiber or Radio (Tower Installation also required)	98%
5	Samundri Campus	100 Mbps Internet CIR with 08 static IPs Pool & 20 Mbps Data Connectivity L2/L3	Fiber or Radio (Tower Installation also required)	98%

- Bandwidth can be increased or decreased up to 20% of total capacity with a prior 30 days written notice.
- Service provider will be deploy/configure this connectivity on customers Switches/routers/firewalls and share its configurations setting to the customer.
- Radio Towers will be installed on the premises by service provider if tower not available on premises.
- Internet Usage will be unlimited Bandwidth Limit & there will be no hidden policy.
- Provided Bandwidth will be dedicated & Corporate services with 24x7x365 support.
- Point of Contact (POC) from GCUF
Manager IT Services
itmanager@gcuf.edu.pk

Service Provider eligibility criteria

- The vendor with their own Fiber backbone, backhaul, redundant upstream & automated 24/7 customer support will be preferred.
- Provider will share complete network diagram of offered Connectivity solution.
- Provider will share, backbone, backhaul, upstream providers and complete complaint matrix till top management.
- Services provider must have licenses of Optical Fiber & Radio connectivity services respectfully (Provide copies of licenses)
- The ISP should be able to provide online usage report through web Portal for this connectivity.
- Must be registered with Government of Pakistan and having own offices & active services Nodes in at least 10 districts of Punjab.
- Will furnish the complete Firm profile and CVs of technical and operational staff working in the city office & dedicated account Manager.

Types of Reports The types of reports that are required for the monitoring of the links are as follows:

- a) Link Utilization
 - b) Link Availability (Bifurcation of link downtime & other causes of link being down to be specified)
 - c) Reports of link uptime should be provided per location per node & over connectivity. The same should also be configurable w.r.t to time.
 - d) The data for above reports for all the links should be available for a period of one year. Also, it should be possible to take reports for a configurable time period ranging from a day to a year. It should also be possible to take reports on peaks, average values of the above parameters. Reports of Call logs as per the following:
 - (1) W.r.t time i.e. fixed time period such as daily, weekly monthly etc
 - (2) W.r.t to complaint Logs, pending & Completed within a specified time frame. Call log should have standard classification for categorization of faults.
-