Independent System and Market Operator (ISMO)

TENDER DOCUMENT

No: ISMO-IT-25&26-03

For Installation of Dedicated Internet Connections at Two ISMO Sites (H-8/1 Islamabad & Jamshoro Sindh)

Note: Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required inthe Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

OFFICE OF THE EXECUTIVE DIRECTOR (IT)

ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad

Tel: 051-92 50845

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SECTION A: INVITATION FOR BIDS

1. Invitation to Bid

ISMO, invites electronic bids via the PPRA online portal (https://eprocure.gov.pk) from eligible bidders (original manufacturers/authorized distributors/suppliers) registered/incorporated company/firm in Pakistan, registered with Income Tax and Sales Tax department (FBR) For IT Equipment, Purchase/renewal of Software Licenses and IT/IT enabled Services.
following schedule:

Equipment/Services	
1	Installation of 100 Mbps Dedicated Internet Connections at Two ISMO Sites (H-8/1 Islamabad & Jamshoro Sindh)

1.1 PPRA Rules

This tender for procurement will be processed strictly under public procurement rules, 2004. These may be obtained from http://ppra.org.pk/doc.rules.pdf. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's http://www.ppra.org.pk, PPRA online portal (https://eprocure.gov.pk) and ISMO's official websites https://ismo.gov.pk/tenders

1.3 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. can be downloaded from PPRA online portal (https://eprocure.gov.pk) and the ISMO official website https://ismo.gov.pk/tenders

Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description
1.	Recipient	O/o Executive Director (IT), ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad
2.	Venue	O/o Executive Director (IT), ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad
3.	Closing Date & Time of Bids (Technical & Financial)	**01 April 2026 11:00 AM**
4.	Technical Bids shall be opened in the presence of bidder	**01 April 2026 11:30 AM**
5.	Public Opening Date & Time of Financial Bids	Technical responsive Companies shall be informed to participate in the opening process of financial bids with date/time.
6.	Bid Money	05% of the total value of quoted cost. (Please enclose bid money with financial bid envelope)

SECTION B: INSTRUCTIONS TO BIDDERS

2. General Instructions to Bidders

2.1 Scope of Bid

The ISMO invites sealed bids for Installation of 100Mbps Dedicated Internet Connections at Two ISMO Sites (H-8/1 Islamabad & Jamshoro Sindh), in schedule of requirements along with technical specifications, as per Annexures, at PPRA online portal (https://eprocure.gov.pk).

2.2 Tender Document Fee

The bidding documents can be downloaded from PPRA online portal (https://eprocure.gov.pk) and https://ismo.gov.pk/tenders free of cost.

2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who:

i) Have registered/incorporated company/firm in Pakistan with relevant business experience of at least Five Years (5) years.
ii) Is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
iii) Has valid registration of General Sales Tax (GST) & National Tax Number (NTN);
iv) must be involved in sales or supply business of IT equipment and services for last 5 years;
v) Has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan and has read ISMO's blacklisting SOP and have no objection being trailed in case of breach of contract (submission of undertaking on legal stamp paper of at least rupees fifty (50), as per 'Annexure-A' is mandatory),
vi) Has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- received without earnest money/ bid Security
- received after the date and time fixed for its receipt
- offer is ambiguous
- offer is received with shorter price validity and longer delivery period than asked in this document

- offer is for store/items not conforming to the specifications indicated in the tender BOQ

2.3.3 Goods or Services:

All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related ancillary services such as transportation, insurance, installation, after sale service/support and trainings etc.

2.4 Corruption and Fraud

i) The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".

ii) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

2.5 Cost of Bidding

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

2.6 Joint Venture / Consortium

Joint venture / consortium is eligible for this tender.

3. Special Instructions to Bidders

3.1 Bidding Document Contents

3.1.1 Contents of bidding document

i) The goods/licenses/support/services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

ii) The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and ISMO shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.1.2 Clarification(s) on Bidding Document

The potential bidders requiring clarification(s) on bidding document may notify ISMO at the https://eprocure.gov.pk and jawaid.rahman@ismo.gov.pk. The ISMO shall

respond in writing through email to any request for clarification(s) no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of ISMO (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: https://ismo.gov.pk/tenders and https://eprocure.gov.pk.

3.1.3 Amendment(s) on Bidding Document

i) At any time prior to deadline for submission of bids, ISMO, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: https://ismo.gov.pk/tenders and https://eprocure.gov.pk same shall be binding to all bidders.

ii) In order to allow prospective bidders reasonable time to take into account the amendment(s) in preparing their bids, ISMO, at its discretion, may extend deadline for the submission of bids.

3.2 Bidding Procedure

3.2.1 Governing Rules

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelop procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

3.2.2 Bidding Procedure

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

i) The e-bid shall be uploaded on https://eprocure.gov.pk comprise separately the Technical Bid and Financial Bid;

ii) Initially, only Technical Bid shall be opened from https://eprocure.gov.pk in the presence of Bidders representative at O/**o Executive Director (IT), ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad** on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.

iii) The ISMO shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;

iv) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

v) The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;

vi) The Financial Bid of ineligible and/or technically nonresponsive bidders shall not be opened subsequent to the announcement of "Bid Evaluation Report" (BER);

vii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with highest technical marks will be the successful bidder. In case lowest financial value and technical score are tied between two or more bidders, tender will be awarded to the bidder having more experience.

3.3 Preparation of Bids

3.3.1 Documents Comprising of Bids

i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with the stamp of the company, and all those documentations that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.

ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

3.3.2 Bid Prices

i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FOR basis at the addresses provided in section 2.1 of this bidding document. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties.

ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to ISMO.

iii) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

iv) Form prescribed for quoting prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.

v) The bidder should quote prices of goods/services on the form provided in Annexure-B according to the technical specifications demanded in BoQ for which Vendor is participating of this bidding document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

3.3.3 Bid Currency

Prices shall be quoted in PKR. Bids with prices offered in any other currency will be rejected.

3.3.4 Supporting Documents

The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

3.3.5 Bidders Eligibility Documents

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- Minimum Five (5) years of experience in relevant services having proper Outlet/Office at **Rawalpindi / Islamabad & Karachi/ Hyderabad**.
- Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit on legal stamp paper of at least rupees fifty (50) duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public-sector organization. respective bidder has read ISMO's blacklisting SOP and have no objection being trailed in case of forged document provide/ breach of contract (as per Annexure-A is mandatory).

3.3.6 *Bid Security*

i) The bidder shall upload scanned copy of bid security on PPRA online portal (https://eprocure.gov.pk)as part of its bid, a bid security @ 05% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name **M/S Independent System and Market Operator**, ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad.

ii) The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.

iii) Bidder will submit the original bid security (Pay Order/Draft/Call Deposit) to the office O/o Executive Director (IT), ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad on or before the closing time of Bid

iv) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed within the 'Financial Bid'.

v) The successful bidders' Bid Security will be kept in ISMO's account as Performance Security until successful bidder replace it with the Bank Guarantee within **sixty days** after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.

vi) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide equipment/software/Support awarded.

3.3.7 *Bid Validity*

i) The bids price shall remain valid for **120 days** after the date of opening of technical bid.

ii) A bid having validity for a shorter period shall be rejected by ISMO as non-responsive.

iii) The ISMO shall be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

iv) The bidders who; (a) agree to the ISMO request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities/Performance Security.

3.4 Submission of Bids

3.4.1 *Sealing and Marking*

i) The bids must be submitted on PPRA online portal (https://eprocure.gov.pk), however scanned copy of bid security will be uploaded on PPRA online portal whereas bid security in original will be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

O/o Executive Director (IT),
ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad

ii) Tel: 051-92 50845

iii) Bids submitted by telegraph, telex, fax or email shall **not** be entertained.

3.4.2 *Submission Deadline*

i) Bids must be submitted by the bidder PPRA online portal (https://eprocure.gov.pk) on/or before **01 April 2026 11:00 AM.** Bids received later than the time and date specified will stand summarily rejected.

ii) The ISMO may, in its discretion, may extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of ISMO and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

3.4.3 *Withdrawal of Bids*

i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.

ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

3.5 Bids Opening and Evaluation

3.5.1 *Open and Evaluation of Technical/Finance Bids*

i) 'Technical Bids' received on PPRA online portal (https://eprocure.gov.pk), shall be opened by ISMO publicly in the presence of bidders or their representatives who may choose to be present on **01 April 2026 11:30 AM**. Technical Bid shall be rejected at opening, whose bid security in original is not being received by ISMO.

ii) All Bidders who chose to be present in the technical bid opening will sign an attendance sheet.

iii) Prior to detailed evaluation, ISMO shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. ISMO's determination of a bid's responsiveness will be based on contents of the bid itself.

iv) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.

v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders after evaluation of technical bids.

vi) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and

total amount of the bid (if applicable). ISMO may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

vii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
   - If there is a discrepancy between 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
   - If there is a discrepancy between words and figures, the amount in words shall prevail.

3.5.2 *Bids Rejection*

i) ISMO may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. ISMO may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids but, is not required to justify those grounds.

ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.

iii) Incomplete bid/bids shall be rejected.

iv) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.

v) ISMO incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.

vi) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

3.5.3 *Re-Bidding*

i) If ISMO rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.

ii) ISMO before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

3.5.4 *Announcement of Evaluation Report*

Announcement of Evaluation Report will be as per PPRA rules 2004.

3.5.5 *Contacting Procurement Agency*

i) No Bidder shall contact ISMO on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of ISMO, it should do so in writing.

ii) Any effort by a bidder to influence ISMO in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

3.6 Award of Contract

3.6.1 *Acceptance of Bid/Award Criteria*

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

3.6.2 *Variation in Quantity*

The ISMO reserves the right at/after the time of award of contract to increase or decrease, quantities of goods up to **15%** as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

3.6.3 *Performance Security*

The successful bidders' Bid Security will be kept in ISMO's account as Performance Security until successful bidder replace it with the Bank Guarantee within **sixty days** after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable. Whereas, Performance security will be released after completion of one year.

3.6.4 *Notification of Award / Letter of Acceptance (LoA)*

i) Prior to the expiration of the period of bid validity, ISMO shall issue Purchase Order to the successful bidder. This Purchase order is termed as Letter of Acceptance.
ii) The enforcement of the contract shall be governed by Rule 44 of the PPR-2004. The performance security shall be forfeited in case of bidder fails to fulfill the obligations under the contract or violates any of the terms and conditions of the contract.

3.7 Goods Inspections/ Verification

3.7.1 *Inspection and Test*

i) After delivery of goods at ISMO's premises (for items in which hardware is to be delivered), ISMO shall inspect the quantity, quality, specifications of goods in the presence of the bidder.
ii) ISMO will carry out detailed physical examination of stocks (for items in which hardware is to be delivered) and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.
iii) After delivery ISMO will issue verification certificate of delivery.

3.8 Packing of Goods Delivered

3.8.1 *Packing & Accessories*

All the items to be provided in proper company packing with brochures and CDs if applicable.

3.9 Transportation

3.9.1 *Transportation and Delivery Requirements*

i) The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
ii) The bidder shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
iii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

3.10 Disputes

3.10.1 *Resolution of Disputes*

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the

provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan

SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

4. Supplies of Equipment/Services (Purchase)

4.1 Equipment/Services Delivery

The **Equipment/ Services** shall be delivered and installed in accordance with the following schedule of requirements:

S. No	Milestone	Time Period
1	Installation of 100Mbps Dedicated Internet Connections with 8 Static IP Pool each at Two ISMO Sites. (H-8/1 Islamabad & Jamshoro Sindh)	Within forty five Days (45) Days from date of Issuance of Purchase Order

5. Late Delivery Penalty

5.1 Liquidated Damages upon Late Delivery of Supplies

The hardware and Supports shall be delivered in accordance with the Purchase Orders to be issued by ISMO. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	45 days	45 days
With penalty @ 1% per day after 45 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	55 days

5.2 Failure to Delivery

Failure to supply items within the stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case for delivery exceeds allowed period with penalty, ISMO may terminate/cancel the Contract/ Purchase Order, Performance Security amount may be forfeited and the company may be blacklisted and will not be allowed to participate in future tenders as well.

6. Terms of Payment

6.1 Payment

Payment of the Equipment and Support will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

i) Currency of Invoice should be PKR
ii) Invoice having NTN, GST No. printed of Both Supplier & Consignee.
iii) Inspection/ Verification/Provisional Acceptance Certificate issued by ISMO.
iv) Warranty Certificate for equipment only
v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal
vii) In case sale tax is revised by government of Pakistan during agreement years price inclusive of GST will be revised accordingly.

SECTION D: EVALUATION CRITERIA

7. Evaluation Criteria

7.1 Bidder's Qualification Criteria

Bidder as a part of his bid shall provide the following depending upon applicability and **those bids who qualify below "Qualification Criteria" will further evaluated.**

i) Company profile
ii) NTN Certificate
iii) GST Certificate
iv) On Active Tax Payers List of FBR
v) Registration/Incorporation/Business Certificate and number of business 5 years in Pakistan.
vi) Minimum Five (5) years' experience in providing relevant services along with list of clients to whom the bidder has done or been doing business during last Five (5) years along with their Names, Addresses and Phone Numbers.
vii) A list showing the location of head office along with those of branch offices.
viii) A list of technical expertise and qualified maintenance engineers/staff to handle the task efficiently along with their qualification.
ix) Bid Validity period of 120 days from date of opening of Technical Bids.
x) Affidavit on legal stamp paper of at least rupees fifty (50) to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry… (Annexure-A).
xi) Must have minimum annual turnover at least **PKR 10 million** in the last 3 years – Income Tax Returns.
xii) The Refurbished, Grey smuggled products will be not accepted in any case.
xiii) Must have Office in Islamabad/Rawalpindi, Karachi, Hyderabad
xiv) Bidders must ensure that the proposed solution is not End of Sale/ End of Support for next Five years. Share the details.

7.2 Bid's Evaluation Criteria

i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors >= 70%.
ii) Financial bids will be opened only of those bidders who are technically responsive.
iii) The contract/purchase order will be awarded to the financially lowest bidder. In case if lowest financial value is tied between two or more bidders, contract will be awarded to the bidder having highest score in technical evaluation. In case lowest financial value and technical score are tied between two or more bidders, tender will be awarded to the bidder having more experience.

7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors		Max. Score
I.	**Company Profile**		
	i.	No. of Offices other than Islamabad/Rawalpindi * each office = 2.5	Max (5)
	ii.	Age of company between 5 to 7 years (5 Marks) Age of Company 7 to 10 years (10 Marks)	Max (10)
III.	**Solution Scalability** a. Propose solution must be scalable to 500Mbps when required (35 Marks)		Max (35)
IV.	**List of same nature projects** to whom the bidder has done or been doing business of IT related services (Corporate Internet Services) during last Five (5) years along with their Names, Addresses, Phone Numbers. Documentary evidence required. Each project have 6 Score		Max (30)
V.	**Qualified staff to execute this project for ISMO.** **attach valid certificates)** • Certified with Similar Product, per resource = 5points		(Max. 20)
		Max. score	100

TECHNICAL SPECIFICATIONS

Provision of Internet Services			
S.No.	**Description**	**Unit**	**Qty**
1	**100Mbps Dedicated Internet Connection with 8 Static IP Pools**		
1.1	Fiber Optics / Wireless Reliable 100Mbps CIR Connection with 8 Static IP Pool (2 Sites H-8/1, Islamabad and Jamshoro Sindh Office). The link must be backed up by backup / alternate ring carrying same services to minimize the downtime, without recurring cost. With supply, installation & testing of equipment and services at both sites without additional charges.	Nos.	2

ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER

Undertaking

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

I. We have not been blacklisted from any Government Department/Agency

II. We have not been involved in litigation with any client during the last 5 years

III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document

IV. We understand that ISMO shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)

V. We have read ISMO's SOP for blacklisting

VI. We have no objection If being trialed in case of breach of contract

VII. We have no objection If being trialed in case of forged documents provided to ISMO against Item or which we are participating.

VIII. We understand that ISMO shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at anytime prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the ISMO's action, and without thereby incurring any liability to the Bidder and the decision of the ISMO shall be final

Dated_____.

BIDDER:

Signature _____

CNIC # _____

Designation_____

Address _____

WITNESSES:

Signature_____	Signature _____
CNIC #_____	CNIC # _____
Name_____	Name_____
Designation _____	Designation_____
Address _____	Address_____

ANNEXURE-B: BID FORMS

Bid-Form: 1 – Letter of Intention

Bid Ref No. {Add Tender No} **Letter of Intention**

{Add Date of Technical Bid Opening}

Name of the Contract: *{Add name}*

To: *[Executive Director (IT), ISMO Building, Pitras Bukhari Road, H-8/1, Islamabad.]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods/Services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.3 of the bidding documents and have duly provided bid security @ 05% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of MS Chief Engineer with our Financial Bid.

Dated this [insert:number] day of [insert:month], [insert:year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Bid-Form: 2 – Evidence of Eligibility

Name of the Company

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	**Checklist** (To be initialed by the Bidder against each document)	**Relevant Page** Number in the Bid (To be filled by the Bidder)	**Supporting Documents** (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
***Column:1**	***Column:2**	***Column:3**	***Column:4**
Registration/Incorporation/Business Certificate			
NTN Certificate			
GST Certificate			
On Active Taxpayers List of FBR			
Affidavit on legal stamp paper of at least rupees fifty (50) to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, provincial or local or public sector organization/division ministry… (Annexure-A)			
Compliance to Technical Specification for bidding items			
Compliance to schedule of supplies			
Income Tax Returns for last five years must be attached			
Complete Company profile			
A list showing the location of head office along with those of branch offices.			
Company past experience List i.e. Minimum have Five Years' in providing relevant services (Documentary Evidences Must be attached)			
CVs of Technical Resources and their Certificates if any			
Bid Validity period of 120 days			
Bid security uploaded on PPRA online portal			

* Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document/s placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

Bid-Form: 3 – Companies Past Performance

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: (**Minimum Five Years** as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order No.	Description of Order	Value of Order	Date of Completion	Purchaser's Certificate

Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Price Schedule

S.#.	Name of the Item	Unit Price (Without GST)	GST on Unit Price	Unit Price With GST	Qty	Final Total Price (Inclusive of GST)
1	2	3	4	5 = (3+4)	6	7 = (5*6)
Total Price (Inclusive of GST)						

User Note:

i) This form is to be filled by the Bidder for each individual item and shall submit with the financial bid along dully filled

ii) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.

iii) All prices are to be quoted in PKR.

FINAL TOTAL PRICE (in words) Year wise where required:

Signature: ----------

Designation: ----------

Date: ----------

Official Stamp: ---------- ----------

ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

1. Definitions	1.1 In this Contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the agreement entered into between the Purchaser (ISMO) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations. (c) "The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract. (d) "The Services" means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract. (e) "GCC" means the General Conditions of Contract contained in this section. (f) "SCC" means Special Conditions of the Contract. (g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC. (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. (i) "The Project Site", where applicable, mean the place or places named in the SCC. (j) "Day" means calendar day.
2. Application	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
3. Standards	3.1 The Goods supplied under this Contract against the "Purchase Order", shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. Inspections and Tests	4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes. 4.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. 4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed

	by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse. 4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
5. Packing	5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. 5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. Delivery and Documents	6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. 6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.
7. Transportation	7.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
8. Warranty	8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. 8.2 This OEM warranty shall remain valid for one/three year(s), respectively, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser. 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9. Payment	9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC. 9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract. 9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty

	(30) days after submission of an invoice or claim by the Supplier complete in all respects. 9.4 The currency of payment is Pak. Rupees.
10. Prices	10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
11. Change Orders	11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of packing; (c) the place of delivery. 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.
12. Contract Amendments	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13.Assignment	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 14.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.
15.Liquidated Damages	15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16.Termination for Default	16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

	(b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
17. Force Majeure	17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18.Resolution of Disputes	18.1 The Purchaser 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. 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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 specified in SCC.
19. Governing Language	19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1 The Contract shall be interpreted in accordance with the laws of the country.
21. Notices	21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Taxes and Duties	22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

1. RESOLUTION OF DISPUTES:

a. In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

2. TERMINATION OF CONTRACT

ISMO has the right to terminate this contract on ninety days notice without providing any justification to the service provider. However, Service Provider may terminate the contract on ninety days notice with proper justification. ISMO has the right to accept or reject the request for termination of the contract based upon the justification provided.

3. VARIATION IN QUANTITIES

During the tenure of this Agreement, and any subsequent extensions thereto, there may be addition or deletion of quantities ordered. Accordingly, adjustments will be made to the overall value of the Project. The total variation in the valuation of the Project is capped at a maximum of fifteen percent (15%) of the initial value of the Project.

4. PERFOMANCE CERTIFICATE

Performance certificate shall be issued by Executive Director (IT)-ISMO or his authorized representative after the satisfactory completion of each agreement year.

5. FORFEITURE OF SECURITY/GUARANTEE (PERFORMANCE BOND)

The ISMO will have the right to forfeit the security bond / performance guarantee:

a. If M/S SUCCESSFUL BIDDER
   i) Fails to Supply goods/Services within delivery period
   ii) Commits any breach of contract

b. If forfeiture of security bond / performance guarantee does not compensate for losses suffered due to non-delivery or breach of contract for any reason, the contracting officer will have right to forfeit other security deposits submitted by M/S SUCCESSFUL BIDDER

6. TERMS OF PAYMENT

The Payment (including GST) will be made by ISMO on production of following documents:

i) Invoice having NTN of both ISMO and M/s Successful Bidder on it.

ii) Satisfactory performance certificate (required after completion of first and second year)

iii) Sales Tax Invoice (if not exempted) or attach exemption certificate.

iv) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

v) Payment will be made within thirty (30) days of invoice submission date (in advance), as per BoQ clause 1 of this agreement for respective agreement year

vi) In case of decrease or increase in taxes levied by the Government until the completion of agreement

- Any benefit of exemption from or reduction in any prevailing and applicable taxes and duties shall be passed on to ISMO.
- In case of increase in taxes, ISMO will be liable to pay accordingly