



INVITATION OF BIDS (IFBs)

FOR

PROCUREMENT OF SIMS/CELLULAR SERVICES

FOR THE FY 2021-22

IRMNCH & NUTRITION PROGRAM
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB
05-Montgomery Road, LAHORE

Table of Contents

1	INVITATION TO BID.....	5
1.1	PUNJAB PROCUREMENT RULES TO BE FOLLOWED.....	5
1.2	MODE OF ADVERTISEMENT(S).....	5
1.3	TYPE OF OPEN COMPETITIVE BIDDING	5
2	INSTRUCTIONS TO BIDDERS (ITB)	6
2.1	BIDDING DETAILS	6
3	TERMS AND CONDITIONS OF THE TENDER.....	8
3.1	DEFINITIONS.....	8
3.2	NOTICE	8
3.3	ELIGIBILITY CRITERIA	8
3.4	COST RELATED TO BID PREPARATION AND SUBMISSION	9
3.5	EXAMINATION OF THE BIDDING DOCUMENT.....	9
3.6	CLARIFICATION OF THE BIDDING DOCUMENT	9
3.7	AMENDMENT OF THE BIDDING DOCUMENT	9
3.8	PREPARATION/ SUBMISSION OF BID.....	9
3.9	TAXES AND DUTIES	10
3.10	BID PRICE	10
3.11	BID SECURITY	11
3.12	BID VALIDITY.....	12
3.13	MODIFICATION/ WITHDRAWAL OF THE BID.....	12
3.14	CLARIFICATION OF THE BID.....	12
3.15	DETERMINATION OF RESPONSIVENESS OF THE BID.....	13
3.16	REJECTION AND DISQUALIFICATION OF THE BID	13
3.17	TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL	14
3.18	AWARD CRITERIA.....	14
3.19	ACCEPTANCE LETTER AND WORK ORDER	14
3.20	RESTARTING BIDDING PROCESS FROM ANY PRIOR STAGE.....	14
3.21	REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY	14
3.22	LANGUAGE OF BID.....	15
4	SPECIAL CONDITIONS OF THE CONTRACT.....	19
4.1	BID SCOPE.....	19
4.2	TECHNICAL REQUIREMENTS	19
4.3	TERMS OF REFERENCE	ERROR! BOOKMARK NOT DEFINED.
4.4	CONTRACT DURATION	20
4.5	PERFORMANCE GUARANTEE	20
4.6	DELIVERY	21
4.7	EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT.....	21
4.8	LIQUIDATED DAMAGES.....	21
4.9	PENALTIES IN CASE OF SERVICE UNAVAILABILITY	21
4.10	PAYMENT	23
4.11	CONTRACT AMENDMENT.....	23
5	GENERAL CONDITIONS OF CONTRACT	24

5.1	CONTRACT	24
5.2	CONTRACT COST	24
5.3	CONTRACT DOCUMENTS AND INFORMATION	24
5.4	CONTRACT LANGUAGE	24
5.5	STANDARDS	24
5.6	PATENT RIGHT	24
5.7	INSPECTION AND TESTING	24
5.8	WARRANTY	25
5.9	BLACKLISTING	25
5.10	TERMINATION FOR DEFAULT	25
5.11	TERMINATION FOR CONVENIENCE	25
5.12	TERMINATION FOR INSOLVENCY	26
5.13	FORCE MAJEURE	26
5.14	DISPUTE RESOLUTION	26
5.15	STATUTES AND REGULATIONS	26
5.16	AUTHORIZED REPRESENTATIVE	27
6	ANNEXURE	29

BID DATA SHEET

ITB Reference	Description	Detail
N/A	Last date and time for purchase of bidding documents	6th December, 2021 During Office Hours
ITB Clause 24	Last date and time for the submission of bids	7th December, 2021 till 11:00 A.M
ITB Clause 27	Date, time and venue of opening of technical bids	7th December, 2021 11:30 A.M Committee Room, IRMNCH & Nutrition Program Punjab. 05-Montgomery Road, Lahore.
ITB Clause 16	Bid currency	PKR (on DDP Basis) including Transportation, Loading/unloading and Storage charges till the destination
ITB Clause 13	Language of bid	English
ITB Clause 20	Amount of bid security	There will be 1% bid security in shape of CDR/Bank Guarantee as per estimated rates given in the advertisement and bidding documents.
ITB Clause 21	Bid validity period	180 Days
ITB Clause 09	Bidding procedure	Single Stage – Two Envelop bidding procedure
ITB Clause 27	Address for communication PROGRAM DIRECTOR INTEGRATED & REPRODUCTIVE MATERNAL NEWBORN CHILD HEALTH AND NUTRITION PROGRAM PUNJAB (IRMNCH&N Program) 05-Montgomery Road, Lahore. Phone No. +92-42-99205326 E-mail: - pc.punjab@gmail.com	

INVITATION FOR BID (IFB)

PROCUREMENT OF SIMS/HIRING OF CELLULAR SERVICES

Dated; _____

Dear Sir/ Madam!

1. IRMNCH & NP, Primary & Secondary Healthcare Department, Government of the Punjab, invites sealed bids from the eligible firms for Procurement of SIMS/Hiring of Cellular Services for the financial year 2021-22. Quantities and specifications more specifically described in Section III of the Bidding Documents.
2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procure Rules PPR 2014 (amended upto date), and will be open to all eligible bidders as defined in the bidding document
3. Interested eligible bidders may obtain bidding documents and further information from the PPRA, IRMNCH & Nutrition Program Punjab and P&SHC Department websites (www.ppra.punjab.gov.pk), (www.irmnch.gop.pk) & (www.pshealth.punjab.gov.pk). The details along with Technical Specifications have been added in the bidding document. Prospective bidder can contact Procurement Cell, of IRMNCH & Nutrition Program, 05-Montgomery Road, Lahore for any further information from 09:00 AM to 05:00 PM on any working day before closing date.
4. Sealed bids must be delivered, in the manner prescribed, on **7th December, 2021 till 11.00 A.M.** positively in the IRMNCH & NP, which shall be opened on the same day at **11.30 A.M.** in the presence of the bidders who choose to attend. Late Bids will be rejected.
5. In an event where the last date for submission of bids be declared a public holiday, the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

Note: Procurement shall be governed by the Punjab Procurement Rules, 2014 (amended).

Program Director
IRMNCH & Nutrition Program
Government of the Punjab
Primary & Secondary Healthcare Department
05-Montgomery Road, Lahore

2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 Bidding Details

- 2.11** All bids must be accompanied by Bid Security, as per provisions of this Bidding document clause “Bid Security” in favor of **“Program Director, IRMNCH & Nutrition Program Punjab”**. The complete, bids as required under this Bidding document, must be delivered by hand / by post / courier during the office hours in the office of Program Director, Integrated Reproductive Maternal & Newborn Child Healthcare Program Punjab, 05-Montgomery Road, Lahore. Late bids shall not be accepted.
- 2.12** Bids will be opened at given time and date in the presence of the bidders/representatives in the committee room of IRMNCH & Nutrition Program Punjab at 05-Montgomery Road, Lahore.
- 2.13** Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within Seven (07) days of publication of the relevant ITB Notice and queries will be responded within ten (10) days of publication of the relevant ITB Notice. Any query received after the stipulated time may not be entertained. All queries shall be responded to within due time.
- 2.14** Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this bidding document clauses regarding **“Determination of Responsiveness of Bid”** and **“Rejection and Disqualification of the Bid”** for making their bids substantially responsive to the requirements of the Bidding Document.
- 2.15** It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the contractor on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 2.16** The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.
- 2.17** Bidders should note that during the period from the receipt of the bids and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through the Secondary Contact.
- 2.18** Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.19** Failure to supply required Services within the specified time period will invoke penalty as specified in this document.

3 TERMS AND CONDITIONS OF THE TENDER

3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1** "Commencement Date of the Contract" means the date on which both parties affix their signatures to contract.
- 3.1.2** "Day" means calendar day.
- 3.1.3** "Commencement Date of Contract" means the date of issuance of Acceptance Letter to the Contractor from the Procuring Agency.
- 3.1.4** "Day" means calendar day.
- 3.1.5** "Services" mean services required in this tender, which the contractor is required to provide to the Procuring Agency under the contract.
- 3.1.6** "Written" means written in form of email or hard copy.

3.2 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:

- 3.2.1** In writing;
- 3.2.2** Issued within reasonable time;
- 3.2.3** Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 3.2.4** The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.3 ELIGIBILITY CRITERIA

Eligible bidder is a bidder who:

- 3.3.1** Is registered with Tax Authorities for NTN and GSTN/ PNTN as per relevant laws in Pakistan (whichever is applicable);
- 3.3.2** Is registered with Pakistan Telecommunication Authority and valid license of 4G services;
- 3.3.3** Is not applying in the capacity of joint venture for this bid;
- 3.3.4** Copies of audited financial statements or copies of work orders / contracts / MOUs. of FYs 2018-19, 2019-20 & 2020-21 depicting sound financial strength (minimum Rs. Two (2) million turnover in a financial year).
- 3.3.5** Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last two years. (The bidder will submit an affidavit on Judicial paper amounting Rs. 100/-).
- 3.3.6** Has purchased Bidding Document from the office of Purchase Cell of IRMNCH & Nutrition Program Punjab, 5-Montgomery Road Lahore upon a formal request and cash payment of Rs. 2,000/- (non-refundable).

Note: Verifiable documentary proof for all above requirements is mandatory, non-compliance shall lead to disqualification. Non-compliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.

Bidders must submit bid security @ 1% of estimated price in the name of Program Director IRMNCH & NUTRITION PROGRAM PUNJAB as per bid security clause of this document else their bids will be rejected. Original Bid security instrument may be enclosed with financial proposal, however copy of bid security may be attached with technical proposal.

3.4 Cost Related to Bid Preparation and Submission

Bidders shall bear all costs/ expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

3.5 Examination of the Bidding Document

Bidders are expected to examine the Bidding Document, including all instructions and terms and conditions.

3.6 Clarification of the Bidding Document

Bidders may require further information or clarification of the Bidding Document, within 7 days after uploading tender notice on website of PPRA.

3.7 Amendment of the Bidding Document

3.7.1 The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on bidders.

3.7.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.

3.7.3 The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the bid as per Rule 29 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

3.8 Preparation/ Submission of Bid

Bid and all the accompanied documents submitted by a bidder shall be in paper form and shall be in English. The bid shall be filled in/ accompanied by the required Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by bidder or his authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by bidders.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from them. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.8.1 Technical Proposal shall comprise the following:

3.8.1.1 Undertaking on stamp paper of Rs. 100/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and bidder has not been blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization, Autonomous Body or Private Sector Organization anywhere in Pakistan in last 2 years) (**Annexure-A**);

3.8.1.2 Covering letter duly signed and stamped by authorized representative on official letter head of bidder (**Annexure-B**);

3.8.1.3 Package and SIM detail, technical requirements, scope of work and details of network coverage tehsil wise on signed and stamped letter head (**Annexure-C**);

3.8.1.4 Checklist of the required documents (**Annexure-D**);

3.8.1.5 Proof of registration with tax authorities for NTN and GSTN/ PNTN as per relevant laws in Pakistan (whichever is applicable);

3.8.1.6 Proof of registration with Pakistan Telecommunication Authority and valid license of 4G services;

3.8.1.7 Undertaking on signed and stamped official letterhead that the bidder is not applying in capacity of joint venture for this bid;

- 3.8.18** Copies of audited financial statements / copies of work orders / contracts / MOUs signed in FYs 2018-19, 2019-20 & 2020-21.
- 3.8.19** Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. Interested eligible bidders may get the bidding documents on the submission of written application along with tender fee (Non-refundable) during office hours. However, a copy of bidding documents and detailed specifications are also available on the websites of IRMNCH & Nutrition Program Punjab (www.irmnch.gop.pk), PPRA (www.ppra.punjab.gov.pk) and the Primary & Secondary Healthcare Department, Government of Punjab (www.pshealth.punjab.gov.pk).

3.8.110 Copy of receipt of purchase of bidding doc.

3.8.2 Financial Proposals shall comprise the following:

3.8.21 Price Schedule (**Annexure-E**).

Note: Bid security should be enclosed with financial proposal, however copy of unhidden bid security may be attached with the technical proposal.

Bidders shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal

[Name of Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.3 Bidders shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal

[Name of Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of bidder]

[Address of bidder]

[Phone No. of bidder]

3.8.4 The Bid must be delivered by hand / by post / courier during the office hours in the office of Program Director, Integrated Reproductive Maternal & Newborn Child Healthcare Program Punjab, 05-Montgomery Road, Lahore. Late bids shall not be accepted.

3.9 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income and sales taxes to the concerned authorities of Income and Sales Taxes.

3.10 Bid Price

The quoted price shall be:

3.10.1 Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

3.10.2 In Pak Rupees;

3.10.3 Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complimentary services, etc. (whichever is applicable);

- 3.10.4** The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;
- 3.10.5** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.
- 3.10.6** Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal.
- 3.10.7** The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 3.10.8** The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.
- 3.10.9** If a bidder quotes price of services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.
- 3.10.10** It will be the responsibility of bidders that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.
- 3.10.11** Bidders are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.
- 3.10.12** Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
- 3.10.12.1** If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the price schedule, the actual sum of itemized total prices will be considered as the Total Bid Price.
- 3.10.12.2** If there is a discrepancy in the actual sum of the itemized total prices (if applicable) and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 3.10.12.3** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 3.10.12.4** The Bid price as determined after arithmetic corrections shall be termed as the **Corrected Total Bid Price** which shall be binding upon the bidder.
- 3.10.12.5** No credit shall be given for offering delivery period earlier than the specified period.

3.11 Bid Security

Bidders shall furnish the Bid Security as under:

- 3.11.1** Shall be in the form of PO/Bank Draft/CDR in the name of **Program Director, IRMNCH & Nutrition Program Punjab.**
- 3.11.2** Personal or business cheque shall not be entertained in any case.
- 3.11.3** Bid security should be enclosed with financial proposal, however copy of bid security may be attached with technical proposal.

- 3.11.4** Bidders are required to submit bid security @ 1% of Rs.30,000,000/- i.e. price of procurement estimated by IRMNCH & NUTRITION PROGRAM PUNJAB) as per bid security Rule of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency.
- 3.11.5** Denominated in Pak Rupees;
- 3.11.6** Having a minimum validity period of one hundred and eighty (180) days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 3.11.7** The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on furnishing the Performance Guarantee.
- 3.11.8** Bid security will not be adjustable against any payment or performance guarantee.
- 3.11.9** IRMNCH & Nutrition Program Punjab is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
- 3.11.10** Bid security submitted by a bidder may be forfeited if:
- 3.11.101** Bidder has been found involved in the concealment of facts.
- 3.11.102** Any false / misleading information is provided in the submitted bid.
- 3.11.103** Bidder backs out from fulfilling the obligations of bid after opening of the bid.
- 3.11.104** Lowest evaluated bidder refuses to sign the contract and declines to submit the performance guarantee.

3.12 Bid Validity

The Bid shall have a minimum validity period of one hundred and eight (180) days from the last date for submission of the Bid. The Procuring Agency may solicit the consent of the bidders to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If a bidder agrees to extension of validity period of the bid, the validity period of the Bid Security shall also be suitably extended. A bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28(4) (c) (Amended till date of advertisement of the relevant ITB notice)**.

3.13 Modification/ Withdrawal of the Bid

No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in debarring of firm from future participation.

3.14 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the bidders. The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

3.15 Determination of Responsiveness of the Bid

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bidding document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 3.15.1** Meets the eligibility criteria given herein this Bidding document;
- 3.15.2** Offers fixed price for all services as per Price Schedule;
- 3.15.3** Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this bidding procedure. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;
- 3.15.4** A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or a bidder's obligations under the Contract.
- 3.15.5** The Bid determined as not substantially responsive shall not subsequently be made responsive by a bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection and Disqualification of the Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014) amended.

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/ disqualified if it is:

- 3.16.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or
- 3.16.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.16.3** Incomplete, partial, conditional, alternative, late; or
- 3.16.4** Bidder has conflict of interest with the Procuring Agency; or
- 3.16.5** Bidder tries to influence the Bid evaluation/ Contract award; or
- 3.16.6** Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 3.16.7** Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 3.16.8** Bidder fails to meet the Technical and financial evaluation of Proposal;
- 3.16.9** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.16.10** Bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.16.11** Bidder does not enclose bid security instrument in the envelope of Technical Proposal or Financial Proposal
- 3.16.12** Bidder discloses price in the Technical Proposal.

3.17 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

The bidders who have duly complied with the Bid Eligibility/ Qualification Criteria will be eligible for further processing.

- 3.17.1** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.17.2** The bids with technical proposals conforming to terms and conditions of this bid document, invitation to bid notice, corrigendum, addendum (whichever applicable) will be considered for financial evaluation and thus, only their financial proposal will be opened.
- 3.17.3** After evaluation of the technical proposals, financial proposals of the technically responsive/ qualified bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 3.17.4** The financial bids found technically non-responsive shall be returned un-opened to the respective bidders;
- 3.17.5** All bidders may check results (bid evaluation) at website of IRMNCH & Nutrition Program Punjab and Primary & Secondary Healthcare Department Punjab.

3.18 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

3.19 Acceptance Letter and Work Order

As per provisions of Rule (55) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the Procuring Agency shall issue the Acceptance Letter to the Successful Bidder, at least after 10 days of announcement of bid evaluation report (Rule- 37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Formal Contract will be signed after issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract. After signing of the formal contract, Work order/Purchase Order will be issued to contractor.

3.20 Restarting Bidding Process from any Prior Stage

As per provision in Rule 35 (5), the 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.

3.21 Redressal of Grievances by the Procuring Agency

The Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 3.21.1** 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 ten days after the announcement of the bid evaluation report.
- 3.21.2** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 3.21.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.22 Language of Bid

The bid and all documents relating to the bid, exchanged between a bidder and Procuring Agency, shall be in English. The bidder shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

Technical Evaluation Criteria

Knock Down Criteria

Sr. No.	Knock Down Clause	Status
1	Original receipt of purchase of bidding documents	
2	Copy of unhidden bid security @ 1% of estimated price	
3	Registration with Tax Authorities for NTN and GSTN/ PNTN as per relevant laws in Pakistan (whichever is applicable)	
4	Registration with Pakistan Telecommunication Authority and valid license of 4G services	
5	Undertaking on signed and stamped official letterhead that the bidder is not applying in capacity of joint venture for this bid;	
6	Minimum Three year experience	
7	Copies of audited financial statements for the FYs 2018-19, 2019-20 & 2020-21 depict sound financial strength (minimum Rs. Two (2) million turnover in a financial year).	
8	Copies of Income Tax Returns for the FYs 2018-19, 2019-20 & 2020-21).	
9	Sufficient Technical & Managerial Staff (The bidder shall provide an affidavit of Rs. 100/- stamp paper duly legalized/notarized for at least 20 employees)	
10	Copies of work orders / contracts / MOUs. of FYs 2018-19, 2019-20 & 2020-21.	
11	Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last two years. (The bidder will submit an affidavit on legally notarized Judicial stamp paper of Rs. 100/-).	
12	Undertaking on legally notarized Judicial stamp paper of Rs. 100/- that all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted.	

Note: Verifiable documentary proof for all above requirements is mandatory, non-compliance shall lead to disqualification. Non-compliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.

**DRAFT/
SPECIMEN CONTRACT**

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **IRMNCH & Nutrition Program Punjab** (the “Procuring Agency”), on one part,

and

[full legal name of Contractor & Address], on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain services as described in the relevant Invitation for Bids notice and Bidding Document; and
- (c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Procuring Agency to supply the services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of services and remedying of damage therein.
- 3. The contract price for supplying satisfactorily all the Services, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs.____.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bidding Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. The Scope of Work
 - e. Price Schedule
 - f. Affidavit(s)
 - g. Performance Guarantee
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 Bid Scope

A. Package and SIMs Detail:

Sr. #	Service Detail	QTY (per month)
PACKAGE-1		
1.	Voice (On-Net Calling)	700 Minutes
2.	Voice (Off-Net Calling)	300 Minutes
3.	SMS	300
4.	Internet Data: 3G/4G	20 GB
5.	Caller User Group	Unlimited Free Minutes
6.	No. of SIMS type/size (4G SIM) in all cutting/size/jacket a) Standard SIM b) Micro SIM c) Nano SIM.	125 Sims
7.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.
PACKAGE-2		
1.	Voice (On-Net Calling)	500 Minutes
2.	Voice (Off-Net Calling)	200 Minutes
3.	SMS	200
4.	Internet Data: 3G/4G	10 GB
5.	Caller User Group	Unlimited Free Minutes
6.	No. of SIMS type/size (4G SIM) in all cutting/size/jacket d) Standard SIM e) Micro SIM a) Nano SIM.	46,080 Sims
7.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.

B. Technical Requirements:

1. Waive off Security Deposit.
2. Free of charge New SIMs and duplicate SIMs with free Activation.
3. Above mentioned Calling User Group will have the facility of Free calling (Unlimited Free Minutes).
4. Message Service on (Program's own short code) must be enabled on all SIMs (Free of Cost).
5. The firm will provide USSD base solution for communication between concerned staff with company owned server. All Development of USSD will be FOC.
6. All sims which are used by the department can access to these USSDs on FOC basis (unlimited).
7. The Program may require multiple USSD codes during the tenure of contract. The firm should be responsible to provide these services on FOC basis.
8. White listing of all the sims to Program's own call center is mandatory.
9. The service provider will ensure other services will not be blocked, after the exhausting any one of

these (off-net minutes, on-net minutes, SMS, internet data bundle).

10. Data coverage: The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.
11. Voice coverage: Service provider must provide 95%, voice coverage in all tehsils of Punjab.
12. Bidders must provide details of the coverage area across the province of Punjab on letter head of the company.
13. Bidder should meet or exceed the minimum service parameter for such a service set by PTA.
14. Independent web portal for tracking cell number's status/usage/activation and details, portal accessible through PC's and cellular devices. Also, Complaint management system should be part of this web portal to track the status of the numbers which are reported as non-functional and should have capacity to measure resolution time which should be maximum 2 days.
15. If a number is reported non-functional/out of service or down due to network issue, then resolution time should be started from time of reporting. The penalty will be imposed if solution(s) is not provided, as per criteria mentioned in liquidated damages clause.
16. 24/7 support services are required from service provider. In case of any disruption in services, support must be available in half an hour (30 minutes) of reported issue through email or phone call.

C. Scope of Work

The service provider will provide the cellular services to IRMNCH & NUTRITION PROGRAM PUNJAB and fulfill the following requirements.

1. The service provider will provide coverage of 3G/4G in at least 90% tehsils of Punjab province including (urban and rural areas).
2. The service provider will ensure the availability of uninterrupted cellular services.
3. The service provider will provide waiver of security deposit, activation fee etc.
4. The service provider will provide new SIMs / duplicate SIMs with activation, free of charge as and when required.
5. The service provider will provide support round the clock for IRMNCH & NUTRITION PROGRAM PUNJAB. In this regard Bidder will share focal persons contact details for round the clock service.
6. The cellular service may provide the value added services if any (but will not be charged separately).
7. The service provider will ensure automatic re-activation of packages/recharge on each SIM on monthly basis. Remaining/Unused data/minutes/sms will carry forward in next month along with the renewal of monthly package.
8. In case of 100% usage of voice/data/sms user may proceed for top-ups/package enabling for additional limit through any personalized package as per his/her requirement.
9. The service provider will ensure that incoming calls will not be blocked even the package/credit limit exceed/over.
10. The service provider will provide the facility to allow and block any IP, URL and application as and when required by IRMNCH & NUTRITION PROGRAM PUNJAB.
11. IRMNCH & NUTRITION PROGRAM PUNJAB has reserves the right to decrease the quantity of SIM(s) as per need.
12. The service provider will provide independent web portal to check the user wise status of SIMs, their activation/deactivation, usage log on monthly basis, remaining balance of available bundle and package details, etc.
13. Service Provider will generate and share user wise complete usage detail in Excel (User name, CNIC, ISDN#, SIM #, District, Tehsil etc. as per requirement by the Program).
14. The service provider will ensure that the offered package(s) tariff shall not increase during the contract period however the benefits of subsequent decrease in tariff and promotional schemes shall also be offered to IRMNCH & NUTRITION PROGRAM PUNJAB immediately.
15. The service provider will ensure quoted price must be inclusive of all applicable Govt. taxes.
16. Billing should be applicable on those connections which are active. No bill shall be charged on deactivated connections.
17. The service provider will not block the IRMNCH & NUTRITION PROGRAM PUNJAB SIM(s) due to non-billing within 180 days credit limit.
18. Dedicated personnel should be designated by the service provider as key account manager.
19. IRMNCH & NUTRITION PROGRAM PUNJAB will also nominate designated personnel for

communication/correspondence with service provider.

20. In case of non-coverage at any area would be compensated with porting on any good coverage network at that area would be responsibility of vendor (Voice/Data Coverage).

Note: The bidder will be agreed on all above mentioned terms and conditions. (Confirmation will be provided on the company letter head). In case of non-compliance, the bidder will be disqualified.

4.2 Contract Duration

The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed till 30.06.2022 and by the terms and conditions mutually agreed in the contract. However, the same may be extended for the period of one year as per mutual consent of both the parties.

4.3 Performance Guarantee

- 4.3.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee 2% of the total contract amount, on the Form and in the manner prescribed by the Procuring Agency In form of Bank Guarantee/CDR/PO/DD issued by a scheduled bank operating in Pakistan for a sum equivalent to 02% (Two Percent) of the value of the contract;
- 4.3.2 Personal or business cheque shall not be entertained in any case.
- 4.3.3 In Pak Rupees;
- 4.3.4 In case the contract is terminated before completion of contract duration, performance guarantee will be released after two (02) months of contract termination subject to provision of satisfactory and un-objectionable services by the contractor;
- 4.3.5 Performance guarantee will not be adjustable against any payment;
- 4.3.6 IRMNCH & Nutrition Program Punjab is not responsible to pay any interest or benefit on the amount submitted as performance guarantee against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;
- 4.3.7 The Performance Guarantee may be forfeited if:
 - 4.3.7.1 If the contractor commits a default under the contract;
 - 4.3.7.2 If the contractor fails to fulfill any of the obligations under the contract;
 - 4.3.7.3 If the contractor violates any of the considerable terms and conditions of the contract.

The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.

4.4 Delivery

- 4.4.1 Contractor shall deliver all the SIMs and start provision of services within 15 working days of issuance of Work Order to IRMNCH & NUTRITION PROGRAM PUNJAB.
- 4.4.2 Service provider will provide/arrange new/duplicate SIMs, having the required services under this bidding document, from local franchise in all tehsils of Punjab or as per directions issued by the program.

4.5 Extensions in Time for Performance of Obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at least four days before delivery time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, the likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

4.6 Liquidated Damages

In case extension in time under clause 4.7 is not granted by the Competent Authority of IRMNCH & NUTRITION PROGRAM PUNJAB, 0.33% of the value of contract may be imposed as penalty per day. However, the penalty shall not exceed 10% of the total contract value. After of 30 days of continuous non-compliance, IRMNCH & NUTRITION PROGRAM PUNJAB reserves a right to confiscate performance guarantee in addition to imposition of Liquidated Damage Charges. IRMNCH & NUTRITION PROGRAM PUNJAB might also blacklist and debar the contractor from participating in public procurements in case of un-necessary delay in the execution of contract.

4.7 Penalties on Non-functional of Service

The Successful bidder will be responsible for provision of service 24 hour & 07 days in a week. However, in case of repair/replacement/up-gradation of system/equipment, the second party shall provide alternative system without any interruption in service and shall communicate any such repair/replacement, up-gradation to the First Party beforehand.

During the execution of the contract, the First Party has the right to impose following penalties in case of non-provision/interruption of service on second party.

PENALTY IMPOSITION CRITERIA						
Sr .	Service Nature	Explanation	Monitoring Frequency	Minimum Acceptable Level	Penalty	Reporting agency for imposing of Penalties
A	Disconnection of Service	Non-Service area	Daily on hourly basis.	99%	There will be 99% uptime, in following cases penalties are defined hereunder. > 5 days and < 10 days. 50% of Particular interrupted SIM service invoice price. > 10 days and < 15 days. 70% of Particular interrupted SIM service invoice price. >15 days. 100% of Particular interrupted SIM service invoice price. The Penalty will be imposed and deducted on every interrupted SIM service invoice on monthly basis as defined above.	MIS Section of IRMNCH & Nutrition Program Punjab.

B	Data	Internet (3G/4G) attenuation in particular area	Daily on hourly basis.	99%	<p>< 12 Hours. 30% of Particular interrupted SIM service invoice price.</p> <p>> 12 Hours and < 24 Hours. 60% of Particular interrupted SIM service invoice price.</p> <p>>24 Hours and < 48 Hours. 80% of Particular interrupted SIM service invoice price.</p> <p>>48 Hours. 100% of Particular interrupted SIM service invoice price.(per day).</p> <p>The Penalty will be imposed and deducted on every interrupted SIM service invoice on monthly basis as defined above.</p>	MIS Section of IRMNCH & Nutrition Program Punjab.
c	Voice	Voice (on-net/off-net) attenuation in particular area	Daily on hourly basis.	99%	<p>< 12 Hours. 30% of Particular interrupted SIM service invoice price.</p> <p>> 12 Hours and < 24 Hours. 60% of Particular interrupted SIM service invoice price.</p> <p>>24 Hours and < 48 Hours. 80% of Particular interrupted SIM service invoice price.</p> <p>>48 Hours. 100% of Particular interrupted SIM service invoice price.</p> <p>The Penalty will be imposed and deducted on every interrupted SIM service invoice on monthly basis as defined above.</p>	MIS Section of IRMNCH & Nutrition Program Punjab.
d	Services	SIM blockage prior to exhausting	Daily on hourly basis.	2 hours	<p>> 120 minutes and <= 180 minutes. 50% of Particular interrupted SIM</p>	MIS Section of IRMNCH & Nutrition Program Punjab.

		resources (Per instance)			service invoice. > 180 minutes. 100% of Particular interrupted SIM service invoice. The Penalty will be imposed and deducted on every interrupted SIM service invoice on monthly basis as defined above.	
e		Connection will be activated or deactivated	Daily on hourly basis.	1 hour	> 60 minutes and <= 120 minutes. 60% of Particular interrupted SIM service invoice. > 120 minutes. 100% of Particular interrupted SIM service invoice. The Penalty will be imposed and deducted on every interrupted SIM service invoice on monthly basis as defined above	MIS Section of IRMNCH & Nutrition Program Punjab.
f		Auto Package activation facility on each SIM	Monthly	1st of each month	> 1 day. 30% of Particular interrupted SIM service invoice. > 2 days. 60% of Particular interrupted SIM service invoice. > 2 days and <= 5 days. 100% of Particular interrupted SIM service invoice.	MIS Section of IRMNCH & Nutrition Program Punjab.

NOTE:

1	MIS Section, IRMNCH & Nutrition Program Punjab will report the data of defaulter SIMS services on monthly basis for imposition of Penalties on particular Nos. of SIMS as per contract agreement on second party.	
2	Total time will be cumulative of all complaints received during a month.	
3	Penalty clauses will not be applicable in case any service is un-available by Govt. orders.	
4	Penalty will be calculated in days for Serial (a) and (f), while for serial (b), (c), (d) and (e) penalty will be calculated in hours and minutes.	
5	The Second Party will ensure that service may not be interrupted for more than 10% SIM Service. In case this is reported by MIS Section, a written notice will be issued to second party and proceeding will be initiated under the rules by the first party.	

4.7.1 Total penalty shall not exceed 10% of the total contract value.

4.8 Payment

- 4.8.1** Payment will be made on monthly basis.
- 4.8.2** Payment shall not be made in advance and will be made every month only for activated SIMs against in-use connections only, which may vary from the number of SIMs purchased as mentioned in bidding document.
- 4.8.3** The Contractor shall submit an Application for Payment to the Procuring Agency. The Application for Payment shall be accompanied by such invoices and other documentary evidence as the Procuring Agency may require.
- 4.8.4** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 4.8.5** All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Program shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.9 Contract Amendment

- 4.9.1** The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.
- 4.9.2** The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.
- 4.9.3** The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 4.9.4** No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

5 GENERAL CONDITIONS OF CONTRACT

5.1 Contract

The successful bidder shall, after submitting the Performance Guarantee, sign the Contract within seven days of receiving of Acceptance Letter from the Procuring Agency.

5.2 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

5.3 Contract Documents and Information

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.4 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall either be in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

5.5 Standards

The services provided under this Contract shall conform to the authoritative latest industry standards.

5.6 Patent Right

The Contractor shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof.

5.7 Inspection and Testing

The Procuring Agency may reject the services if they fail to conform to the specifications, in any inspection(s) and the bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency's concerned department.

The Procuring Agency or its representative shall have the right to inspect and/or to test the services and to confirm their conformity to the contract specifications at no extra cost to the Procuring Agency. All costs associated with testing shall be borne by the contractor.

The Procuring Agency's right to inspect, test and, where necessary, reject the services either at contractor's premises or upon arrival at Procuring Agency's destination shall in no way be limited or waived by reason of the services having previously been inspected tested, and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

5.8 Warranty

- 5.8.1** The Contractor shall warrant to the procuring agency that the services supplied by the Contractor, under the Contract include services which are of the most recent specifications and incorporate all recent improvements in design, unless provided otherwise in the Contract.
- 5.8.2** The Contractor shall further warrant that the services supplied by the Contractor, under the Contract shall have no defect, arising from mishandling by the Contractor.
- 5.8.3** The Procuring Agency shall, by written notice served on the Contractor, promptly indicate any claim(s) arising under the warranty.
- 5.8.4** The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective / damaged services thereof on site, without any cost to the procuring agency.

5.9 Blacklisting

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or work practices;
- (b) Consistently failed to perform his/ her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

5.10 Termination for Default

- 5.10.1** If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).
- 5.10.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.11 Termination for Convenience

- 5.11.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 5.11.2** The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.
- 5.11.3** For the remaining services, the Procuring Agency may elect:
- 5.11.3.1** To have any portion thereof completed and delivered; and/or
 - 5.11.3.2** To cancel the remainder and pay to the Contractor an agreed amount for partially supplied services, together with a reasonable allowance for overhead and profit (if any).

5.12 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.13 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

5.13.1 The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.13.2 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform 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.

5.13.3 Force Majeure shall not include:

5.13.3.1 Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor

5.13.3.2 Any event, which the bidder could reasonably have been expected to:

5.13.3.2.1 Take into account at the time of the conclusion of this Contract and;

5.13.3.2.2 Avoid or overcome in the carrying out of its obligations here under.

5.13.3.2.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.14 Dispute Resolution

5.14.1 The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

5.14.2 If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of IRMNCH & NUTRITION PROGRAM PUNJAB. The decision of Arbitration Committee shall be final and binding on the parties.

5.15 Statutes and Regulations

5.15.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

5.15.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

5.16 Authorized Representative

- 5.161** The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 5.162** The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.
- 5.163** Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 5.164** Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **(IRMNCH & Nutrition Program)**:

For **[full legal name of the Contractor]**:

Signature _____

Signature _____

Witnesses:

Witnesses:

1. _____

1. _____

2. _____

2. _____

6 ANNEXURE

ANNEXURE-A (Attach with Technical Proposal)

To be submitted on Legal Stamp Paper of Rs. 100/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years.

Dated this _____ day of _____ 2021

Signature

(Official Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B (On Official Letter Head with Technical Proposal)

FORMAT FOR COVERING LETTER

To,

The Program Director,
IRMNCH & Nutrition Program Punjab,
5-Montgomery Road, Lahore

Subject: TENDER FOR HIRING OF CELLULAR SERVICES

Dear Concerned,

- a) Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
- b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
- c) We undertake, if our proposal is accepted, to provide the services mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- d) We agree to abide by this proposal for the period of 180 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) We agree to execute a Contract in the form to be communicated by the IRMNCH & Nutrition Program Punjab incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Name and Designation of Signatory

Authorized Signatures with Official Stamp

ANNEXURE-C (To be submitted on Official Letter Head)**D. Package and SIMs Detail:**

Sr. #	Service Detail	QTY (per month)
PACKAGE-1		
1.	Voice (On-Net Calling)	700 Minutes
2.	Voice (Off-Net Calling)	300 Minutes
3.	SMS	300
4.	Internet Data: 3G/4G	20 GB
5.	Caller User Group	Unlimited Free Minutes
6.	No. of SIMS type/size (4G SIM) in all cutting/size/jacket f) Standard SIM g) Micro SIM h) Nano SIM.	125 Sims
7.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.
PACKAGE-2		
1.	Voice (On-Net Calling)	500 Minutes
2.	Voice (Off-Net Calling)	200 Minutes
3.	SMS	200
4.	Internet Data: 3G/4G	10 GB
5.	Caller User Group	Unlimited Free Minutes
6.	No. of SIMS type/size (4G SIM) in all cutting/size/jacket i) Standard SIM j) Micro SIM b) Nano SIM.	46,080 Sims
7.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.

ANNEXURE-D**(Checklist for the Attached Documents in Technical Proposal)**

Sr. #	Description of Documents	Attached at Page No.
1	Original receipt of purchase of bidding documents	
2	Copy of unhidden bid security @ 1% of estimated price	
3	Registration with Tax Authorities for NTN and GSTN/ PNTN as per relevant laws in Pakistan (whichever is applicable)	
4	Registration with Pakistan Telecommunication Authority and valid license of 4G services	
5	Undertaking on signed and stamped official letterhead that the bidder is not applying in capacity of joint venture for this bid;	
6	Minimum Three year experience	
7	Copies of audited financial statements for the FYs 2018-19, 2019-20 & 2020-21 depict sound financial strength (minimum Rs. Two (2) million turnover in a financial year).	
8	Copies of Income Tax Returns for the FYs 2018-19, 2019-20 & 2020-21).	
9	Sufficient Technical & Managerial Staff (The bidder shall provide an affidavit of Rs. 100/- stamp paper duly legalized/notarized for at least 20 employees)	
10	Copies of work orders / contracts / MOUs. of FYs 2018-19, 2019-20 & 2020-21.	
11	Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last two years. (The bidder will submit an affidavit on legally notarized Judicial stamp paper of Rs. 100/-).	
12	Undertaking on legally notarized Judicial stamp paper of Rs. 100/- that all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted.	

Checklist for the Attached Documents in Financial Proposal)

Sr. #	Description of Documents	Attached (Yes/No)
1	Price Schedule (Annexure – E).	

Note: Bid security may be attached financial proposal. However a copy of unhidden bid security may be attached in technical bid.

ANNEXURE-E (Attach with Financial Proposal)

PRICE SCHEDULE

Sr .#	Service Detail	Specifications	Quantity of SIMS	Monthly Price Incl. Applicable Taxes of 1 SIMs (PkR)	Monthly Price Incl. Applicable Taxes of ALL SIMS (PkR)	Total Price Incl. Applicable Taxes of ALL SIMs (PkR) (B*7)
				A	B	C
PACKAGE-1						
1.	Voice (on-net)	700 Minutes	125 Sims			
2.	Voice (off-net)	300 Minutes				
3.	SMS	300				
4.	Internet data: 3G/4G	20GB				
5.	Caller User Group	Unlimited Free minutes				
6.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.				
PACKAGE-2						
1.	Voice (on-net)	500 Minutes	46,080 Sims			
2.	Voice (off-net)	200 Minutes				
3.	SMS	200				
4.	Internet data: 3G/4G	10GB				
5.	Caller User Group	Unlimited Free minutes				
6.	The eligible bidder must provide 3G/4G services in at least 90% tehsils of Punjab.	Bidder will share the detail of Tehsil Wise 3G/4G Network Coverage on prescribed format.				
Grand Total:						
Total Amount in Words:						

Notes:

- Price quoted shall be for a volume of 46,205 Connections. However, the procuring agency reserves exclusive right to avail / purchase the said services in number less than or equal to the volume of 46,205 on the quoted unit price.

- The price shall include all applicable taxes like Income Tax, GST, PST, etc. (Whichever is applicable.)
- The price will include all related expenses (e.g. incidental services, labor, transportation charges to delivery point, etc.).

Attention

“Price schedule must be enclosed with financial proposal only. Don’t disclose prices on this page in technical proposal otherwise your bid will be rejected/dis-qualified”



GOVERNMENT OF PUNJAB
Integrated Reproductive Maternal Newborn
Child Health & Nutrition Program Punjab



INVITATION FOR BIDS FOR PROCUREMENT OF
SIMS/CELLULAR SERVICES FOR THE FY 2021-22

- IRMNCH & Nutrition Program, Primary & Secondary Healthcare Department, Government of the Punjab invites sealed bids from financially and technically sound companies having relevant wide experience for the Procurement of SIMS/Cellular Services for the FY 2021-22. The detailed specifications and TORs are given in the Bidding Documents. The firms are required to quote competitive prices.

Tender Price:	PKR 2,000/ Non-Refundable	
Last Date & Time for purchase of bidding documents	06/12/2021	During Office Hours
Last Date & Time of submission of tender	07/12/2021	1100hrs
Date & Time of opening of tender	07/12/2021	1130hrs
Estimated Price in PKR:	Rs 30,000,000/-	
Bid Security	1% of the estimated value	
Venue	IRMNCH & Nutrition Program Punjab, 05-Montgomery Road, Lahore	

1. Interested eligible bidders may get the bidding documents on the submission of written application along with tender fee (Non-refundable) during office hours. However a copy of the bidding documents and detailed specifications are also available on the program's website (www.irmnch.gop.pk) website of PPRA (www.ppra.punjab.gov.pk) and website of P&SH Department, Govt. of Punjab (www.pshealth.punjab.gov.pk).
2. Bidding shall be conducted through single stage two envelop bidding procedure as per rule 38(2)(A) of Punjab Procurement Rules 2014 (amended).
3. Tender should be submitted by hand / by post / courier during the office hours in the Procurement Cell of Integrated Reproductive Maternal Newborn Child Health & Nutrition Program Punjab, 05-Montgomery Road, Lahore.
4. Bid security of 1% of the estimated value in the shape of Pay Order/Bank Draft/Cash Deposit Receipt (CDR) required to be attached with the Financial Bid. However a copy of the unhidden bid security may be attached with the technical bid.
5. The rates offered by the bidder will be inclusive of all taxes levied by the Government.
6. Bids will be opened at given time and date in the presence of the bidders/representatives in the Committee Room of IRMNCH & Nutrition Program Punjab at 05-Montgomery Road, Lahore.
7. All assessments and Procuring procedure i.e. receiving of bids, opening of bids and awarding of contract etc., will be governed by Punjab Procurement Rules 2014 (amended).
8. Bids/tenders (technical and financial) are required to be submitted separately in tape binding with proper page marking.

PROGRAM DIRECTOR

INTEGRATED REPRODUCTIVE MATERNAL NEWBORN
CHILD HEALTH AND NUTRITION PROGRAM PUNJAB
 05-Montgomery Road, Lahore Phone No. +92-42-99205326
 E-mail: pc.punjab@gmail.com

IPL-11713