



BOARD OF INTERMEDIATE & SECONDARY EDUCATION, SAHIWAL

No. 1174/Store

Date: 11-02-2026

STANDARD BIDDING DOCUMENTS

Last Date of Submission of Documents:

03-03-2026 At 11:00AM

PROCUREMENT OF:

**Framework Contract for Web Hosting Services
for the period of 3 Years**

NOTE:

Bid only through e-Pak Acquisition & Disposal System (EPADS) will be entertained, no bid other than EPADS will be accepted.

PREFACE

This Standard Bidding Document (SBD) has been prepared by the Board of Intermediate and Secondary Education, Sahiwal for the procurement of **Frame Contract for Web Hosting Services for the period 3 years** through competitive bidding. The document has been developed in line with the provisions of the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09) and the Punjab Procurement Rules, 2014 (PPR-14). All fundamental guidelines, principles, and requirements as laid down in the PPRA framework have been duly incorporated to facilitate the procuring process. The guiding principle of “Value for Money” remains the core objective of this procurement, ensuring economy, efficiency, transparency, and fairness.

This bidding document shall serve as a comprehensive guide for bidders in the preparation and submission of their bids. The Procuring Agency has adopted the Single Stage – Two Envelope Bidding Procedure under Rule 38(2)(a) of PPR-14, through the Punjab Government’s e-Pak Acquisition and Disposal System (EPADS).

Procuring Agencies may use/seek guidance from this SBD while ensuring that no provision contradicts the PPRA Act-09 and PPR-14. In case of any inconsistency, the provisions of PPR-14 shall prevail. The Board has endeavored to prepare this document with utmost care and diligence, aiming to ensure a transparent, competitive, and fair procurement process for all eligible bidders.

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION, SAHIWAL

Terms & Conditions

1. Invitation to Bid

Firms/Companies Registered with Sales Tax Act / Income Tax and active Taxpayer (FBR), PRA Department and having the following criteria are eligible to participate in the Tender:-

- 1- The bidder should be in the business of Web Hosting from Last 2 Years.
- 2- The bidder must have data center in Pakistan and Hosting Servers must also be installed in Pakistan.
- 3- The bidder must have industry high standard certified engineers (Enclose the list).
- 4- The bidder should have 24/7 operational Support Center. Communication address and telephone numbers for the same should be provided.
- 5- The bidder should have experience of Web Hosting Service in Government Sector i.e. Public Sector undertakings, Autonomous bodies and Educational Institutions etc. The contractors/bidders should enclose list of such offices with the bid.
- 6- Attach details of litigation or arbitrations or black-listing if any, if none as affidavit of no arbitration and of never have been black-listed to be submitted.

All Tenders should be in the name of Secretary Board of Intermediate & Secondary Education, Sahiwal. Procuring agency reserves the right to reject all tenders/bids within the provisions of rule 35 (1) of PPR-2014. **The Tender procedure shall be “Single Stage Two Envelopes” as per rule 38 (2)(a) of PPR-2014.**

2. Applicability of Punjab Procurement Rules

Punjab Procurement Rules 2014, which may be downloaded from website of Punjab Procurement Regulatory Authority, will be strictly followed (<http://ppra.punjab.gov.pk>). In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public / Punjab Procurement Regulatory Authority Act 2009 with reference to Punjab Procurement Rules 2014.

3. Methods of Advertisement (s)

In compliance to rule 12 (1&2) of Punjab Procurement Rules 2014, this Tender is being advertised / placed on the website of the Authority (<http://ppra.punjab.gov.pk>) and on the website of the procuring agency (BISE Sahiwal). The Bidding Document containing comprehensive details will be available on E-PADS PPRA (Punjab).

4. Type/Selection of Open Competitive Bidding

As per Rule 38 (2)(a), **“Single Stage Two Envelopes”** Bidding Procedure shall be adopted/followed. The said procedure is comprehended as follows:

- (i) The bid shall be a Single Stage comprising Two Envelopes, containing separately the ‘financial’ and ‘technical’ proposals;
- (ii) The “Financial Proposal” and “Technical Proposal” will be uploaded separately on E-PADS;
- (iii) In the first instance, the “Technical Proposal” shall be opened on E-PADS and the “Financial Proposal” will be opened after Technical Evaluation Report on E-PADS;
- (iv) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) After the evaluation of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted/responsive bids on E-PADS;
- (vii) The financial proposal of the bids found technically disqualified/non-responsive shall be remained unopened on E-PADS;
- (viii) The lowest evaluated bidder shall be awarded the contract through E-PADS;
- (ix) The Technical Proposals shall be opened on E-PADS as per date & time mentioned in the Bidding Document on PPRA Website.
- (x) The bid found to be the lowest/evaluated bid shall be accepted and Bidder(s) shall be awarded the Contract on E-PADS.

5. INSTRUCTIONS TO BIDDER(S)

- I. The bids complete in all respects as prescribed and required under the Tender Documents, must be uploaded on PPRA Website through e-PAK Acquisition and Disposal System (E-PADS) Portal, not later than **11:00AM** on the last date of submission of bids i.e. **03-03-2026**.
- II. Bids submitted late / after due date & time shall not be considered/ entertained.
- III. **Bid Security (Earnest Money) @ 05% of estimated price i.e Rs.185,000/- for in shape of Call Deposit Receipt in favour of Secretary B.I.S.E, Sahiwal duly issued by any Scheduled Bank of Pakistan must be submitted to Store Branch before opening of Tender/Technical Bid.** Bid security shall be returned to successful bidder(s) / firm(s) after furnishing of 10% performance guarantee which shall have to be provided soon after awarding of Contract / issuance of work / supply order and the same shall be returned after 90 days of completion of contract / supply / after expiry of the framework contract / warranty period as the case may be. The bid security of unsuccessful firm(s) / bidder(s) shall be returned after awarding the contract / issuance of work / supply order to the successful firm(s) as per provisions contained in Clause “Bid Security” of the Terms & Conditions of the Tender in this bidding document mentioned hereinafter.
- IV. The bids shall be opened on E-PADS of PPRA in the meeting of Procurement Committee on **03-03-2026** at **11:30AM**.
- V. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender.
- VI. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Procuring Agency nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- VII. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the Bidder(s) on the demand after approval of the Procuring Agency / the Office, will be permitted throughout the period of the contract / Work/Supply Order.
- VIII. Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- IX. The office of the Firm should be as per existing address of FBR.
- X. The Procuring Agency will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- XI. An affidavit / undertaking on stamp paper of Rs.100/- must be submitted by the bidder that the firm has not been Disqualified / Blacklisted earlier in the past by any Public Sector / Organization / Department.
- XII. In case of abnormal quoted rates, the Firm(s)/Bidder(s) shall be responsible.
- XIII. An agreement between Secretary Board of Intermediate & Secondary Education, Sahiwal and successful firm shall be executed on **Stamp paper of Rs.0.25%** of total amount of contract / value of work order. The cost of stamp paper shall be borne by the firm(s) / bidder(s). Photocopies of CNIC of the owner of Firm and two witness/authorized persons as well as original authority letters must be attached / provided.
- XIV. The online services will be commenced from 01-04-2026 to 31-03-2029.
- XV. Installation of online servers and enhancement of additional resources must be in accordance with the office specifications.
- XVI. The problem should be resolved immediately, after launching the complaint (verbal, telephonic or written). In case of in-ordinate delay in resolving the web hosting service problem, the penalty Rs. 0.067% of total amount of contract per day fine shall be charged/deducted from the bill. However, the Chairman Board (competent Authority) is empowered to wave off / reduce or remit the amount of penalty / fine in genuine case or extend the working time.
- XVII. In case the firm fails to resolve the problem/complaint about web hosting service, within reasonable/prescribed period. Keeping in view resulting loss Chairman BISE Sahiwal may impose penalty other than aforementioned fine.
- XVIII. The Firm/Contractor shall mandatorily provide service of the web hosting in good operating condition.

- XIX. Payment of Web Hosting Services Contract will be made on (quarterly basis) installments i.e after every three months on due process and receipt of satisfactory report of Incharge Computer Section. Performance will be verified by the user (Incharge Computer Section). 1st installment may be paid after Three months on the satisfactory report of (user's) / Incharge Computer Section.
- XX. All Government Taxes (Federal /Provincial) including Income Tax / Sales Tax and Professional Tax, PST / PRA Tax etc, will have to be paid by the firm(s) under the prevailing procedure / law / policy/rules (in vogue) and copy of proof shall be supplied to office.
- XXI. The office may reject conditional / torn out / overwritten Tender(s).
- XXII. Rates must be quoted in Pakistani Currency including all Taxes.
- XXIII. Validity period of offered rates should be for the contract period.
- XXIV. For obtaining any other information regarding Tenders, Stores Section can be visited during office hours on any working day. Bidder(s) shall communicate all queries via Stores Section. (Ph. No.040-4272159).

6. **Determination of Responsiveness qualification of the Bid (Tender)**

The Procuring Agency, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Documents. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given in Tender Documents for provision of Items;
- ii. meets the Technical Specifications for the Miscellaneous Items.

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Procuring Agency's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

7. **Rejection/Acceptance of the Bid**

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Punjab Procurement Rules, 2014).

The Tender shall be rejected if it is:

- i. substantially non-responsive in manner prescribed in the Tender Document; or
- ii. submitted in other than prescribed forms & documents and specified manner; or
- iii. incomplete, partial, conditional, alternative, late; or
- iv. bid not submitted and relevant bid security is not submitted in the office before the opening of Technical Bid on E-PADS;
- v. the Bidder(s)/Contractor refuses to accept the corrected Total Tender Price; or
- vi. the Bidder(s)/Contractor has conflict of interest with the Procuring Agency / Purchaser; or
- vii. the Bidder(s)/Contractor tries to influence the Tender evaluation/Contract award; or
- viii. the Bidder(s)/Contractor engages in corrupt or fraudulent practices in competing for award of the Contract;
- ix. the Bidder(s)/Contractor fails to meet the evaluation criteria requirements;
- x. the Bidder(s)/Contractor has been blacklisted by any public or private sector organization;
- xi. the Bidder(s)/Contractor has been served any legal notice or displeasure letters by any public sector organization on serious failures to provide satisfactory goods/services;
- xii. the Bidder(s)/Contractor has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xiii. the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xiv. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

8. **Submission of Bids Through E-PADS**

- a. Participating Firms/Companies will download the Standard Bidding Document (SBD) from the E-PADS Portal of PPRA (Punjab) and manually complete / fill in the Technical and Financial Proposals. The documents must be filled out by hand stamped and signed.

- b. After completing the required information, the firm will submit the Technical and Financial Bids as PDFs (maximum size 200 MB) on the E-PADS Portal.

9. **Notice**

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Procuring Agency/Purchaser, the same shall be:

- i. in writing;
- ii. issued within reasonable time;
- iii. served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;

The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

10. **Tender Cost**

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Procuring Agency shall not responsible/liable for those costs/ expenses.

11. **Amendment of the Tender Document**

The Procuring Agency may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, whereafter all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Punjab Procurement Rules, 2014 Rule 25(4).

12. **Preparation/Submission of Tender**

The Bidder(s) is required to bid for all items according to Form of Bid;

- a. Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Procuring Agency, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b. Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape with proper index or table of contents;

13. **Tender Price**

The quoted price shall be:

- a. best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
 - i. in Pak Rupees;
 - ii. inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - iii. including all charges up to the delivery point / place at Board of Intermediate & Secondary Education, Sahiwal;
- b. if not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c. where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d. in case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

14. **Bid Security (Earnest Money)**

a. The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:

- i. for a sum equivalent to 5% of the estimated price **i.e Rs.185,000/-** as per Forms of Bid given in this Tender Document in the form of Demand Draft/Pay Order/Call Deposit Receipt, in the name of the Secretary, Board of Intermediate and Secondary Education, Sahiwal;
- ii. denominated in Pak Rupees;
- iii. have a minimum validity period of Ninety (90) days from the last date for submission of the Tender.

- b. The Bid Security (Earnest Money) shall be forfeited by the Procuring Agency, on the occurrence of any or all of the following conditions:
 - i. if the Bidder(s) withdraws the Tender during the period of the Tender validity specified by the Bidder(s) on the Tender Form; or
 - ii. if the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii. if the Bidder(s), having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

15. Tender Validity

The Tender shall have a minimum validity period of Ninety (90) days from the last date for submission of the Tender. The Procuring Agency / Purchaser may solicit the Bidder(s) consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, shall allow to withdraw the bid without forfeiting the Bid security (Earnest Money).

16. Modification/Withdrawal of the Tender

- a. The Bidder(s) may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

17. Opening of the Tender

- a. Tenders shall be opened at **11:30AM** on the last date of submission of bids i.e **03.03.2026** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014.
- b. The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.

18. Clarification of the Tender

The Procuring Agency shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Procuring Agency.

19. Correction of Errors/Amendment of Tender

- a. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i. if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii. 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;
 - iii. if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d. No credit shall be given for offering delivery period earlier than the specified period.

Services

Agreement / Framework Contract for Web hosting Services will be for (3 Years). The Contract may be renewed/extended on the same terms & conditions on the basis of satisfactory performance report. If the performance report will not be satisfactory, then the contract could be terminated at any time by BISE Sahiwal.

20. Acceptance Letter/Purchase Order

The Procuring Agency shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-55 of PPRA Rules, 2014) and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

21. Terms & Conditions of Contract Form

Terms & condition laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

22. Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency may constitute a committee comprising of odd number of persons / members, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency/ Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

23. Instruction For Preparation of Power of Attorney/Letter of Authority

- a) To be executed by an authorized representative of the Bidder(s) on Firm/ company letterhead enclosing attested Copy of National Identity Card.
- b) The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).
- d) In case the Tender Documents are signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

24. FORM OF BID

Forms, Specifications, List of Items, service years and Detail of Standards of Tender/Items are attached from Annexure A to F.

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION SAHIWAL.
TECHNICAL EVALUATION CRITERIA

1. Name of Bidder/ Lead Bidder. _____
(In Capital Words)
2. Status of Firm/Company/JV/Group _____
3. Address _____
4. Cell No. _____ E-mail: _____
5. Income Tax No. _____
6. Sales Tax Registration (If applicable) _____
7. Date of Establishment of Business _____
8. **Financial information:**
 - a. Income Tax paid/deducted for previous one year 2025-26.
(Attach evidence)
 - b. Attach Professional Tax paid certificate of current year.
 - c. Cash flow availability.
(Attach Bank Statement for fiscal year July, 2024 to June, 2025)
9. **Ability to supply items.**
According to Specifications.
 - a. Minimum 2 Years Experience
 - b. No Defaulter/Blacklist certificate
 - c. Web Hosting Provider
11. Pay order/CDR/Bank Draft No. _____ Amount _____ dated _____
Name of Bank _____ Branch _____
***(Attach original Pay order/CDR/Bank Draft with Technical Bid)**

MANDATORY CHECK LIST

Sr. No.	Name of Documents	Yes	No	Page No.
1	NTN Certificate (Status: ACTIVE)			
2	Sales Tax Certificate (Status: ACTIVE)			
3	Professional Tax Certificate (2025-26)			
4	Financial turnover certificate issued by the bank (Last 2 Years) and minimum annual turnover is 02 million & above. (10 marks equal to 1 year)			
5	Experience Certificate / Work Order			
6	No Defaulter / Blacklist Certificate on Stamp Paper			
7	ISO Certificate			
8	Active client list with contact and email for service verification. i. Public Sector Clients ii. Education Service Provider Clients iii. Clients with huge data			

**Authorized Signature & Stamp
of Firm / Bidder**

TECHNICAL EVALUATION PROCEDURE

No.	Description	Marks
01	<i>Experience running of Web Hosting Service and Solution at Established Tier3 Level Data Center Local and Internationally</i> From 3 to 6 years= 10 Marks From 7 to 10 years= 15 Marks Above 10 years= 20	20
02	<i>Client Have to present Web hosting & related Service PO/WO for last 2 years</i> Above 8 million = 20 Above 5 million= 15 Above 1 million = 05	20
03	<i>Technical Approach:</i> i. DR & Backup Solution with demonstrated understanding and commitment to data and system security and technology considerations? ii. Security and Implementation and solution Document	20
04	Web and DB Security Features (WAF, CDN, DDoS), Penetration, SQL Inj., Logs & IIS Configuration and Security Scan	10
05	Audited Balance Sheets for at least the last Three (03) years	05
06	Already working Past Experience the BISE Boards in same dimension	10
07	<i>Current Performance:</i> i. Does the bidder have a good track record in Conducting similar work as the scope of work, as Demonstrated by a list of at least 3 ongoing mega projects? -10 ii. Are the bidder’s hardware, software, and licenses current and fully updated? - 05	15

Authorized Signature & Stamp
of Firm / Bidder

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION, SAHIWAL

TECHNICAL BID

FRAMEWORK CONTRACT FOR WEB HOSTING SERVICES

Sr. No.	Specification		Duration
01	Processor	Intel®Xeon®36 Core or Above & 30MB Cache (Equivalent)	03 Years
	Hard Drive	2x2TB SSD (RAID LEVEL 1) for Operating systems. 6-8TB SAS drive: Additional for Data Storage: Detachable for DB and Raw files(Domains and Sub domain content)	
	RAM	192 GB(DDR-4)–Upgradeable up to 256GB DDR-4	
	Operating System	WindowsServer2019/2022 Standard Edition	
	Bandwidth & Service Scalability During Peak Traffic (Result Events)	1GB/s dedicated Bandwidth (Minimum), Service provider will ensure the availability of services without bandwidth restriction (Unlimited) especially in peak hours (Result declaration days i.e 04 1st Annual (Maximum Traffic Load) and 02 2nd Annual Examination Results). Service provider will be responsible to ensure smooth declaration of result without any service interruption and delay. It will be responsibility of service provider to set up such solution (Load Balancing Or Separate dedicated Server for Result Declaration Or any Optimal Solution) to ensure smooth result declaration without any service discontinuity.	
	Software	MySQL Latest Version MSSQL SERVER 2019 STANDARD EDITION WITH LICENSE, .NET Framework 4.5,4.6 and latest PHP 5.5,5.6,7,7.3.27, 8, PHP SQLSRV enabled, Crystal Reports13 Licensed, Python Latest Version	
	Backup	Backups of Code, Databases, Database Backups (Daily Basis and also synched with DR System), Files (Code, Pictures etc) (Incremental) daily. Backups would be Kept offsite in Pakistan	
	Professional Grade emails Services	Separate Business email with spam protection and with a manageable panel able to create approximately 50 emails with 1 GB single mail account upgradeable up to 5 Gb with Zero % downtime.	
	Plesk Panel	YES Unlimited Sub domains and Domain Aliases and FTP Accounts	
	Security	Paid Web Applications Firewall (Licensed), DDos Protection up to 100Mbps and above. Multiuser VPN (at least 02 Simultaneous users) for connecting With Plesk, FTP, SQL Server Remotely etc. Paid Wild Card SSL certificate with Latest security (Licensed). Service provider must implement Web and DB Security Features (WAF, CDN, DDoS), Penetration, SQL Inj, Logs & IIS Configuration and Security Scan.	
	Configuration and Maintenance	DNS Zone Management, 24/7 Support, Configuration and Maintenance (fully managed) services, all essential security Measures must be ensured.	
	Disaster Recovery Mechanism	Must provide disaster recovery mechanism. In case any hardware failure or software failure or both, backup system must be available to restore the services in minimum time without data loss i.e. DR of above system on international cloud with all the latest data (able to be up and running upon Any disaster without any data loss). DR system Must be synched with Main system.	

Estimated Price: 3,700,000/-

Bid Security 5%: 185,000/-

**Authorized Signature & Stamp
of Firm / Bidder**

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION, SAHIWAL

FINANCIAL BID

FRAMEWORK CONTRACT FOR WEB HOSTING SERVICES

Sr. No.	Specification		Duration	Rate Per Month including all taxes (PKR)	Rate Per Year / 3 years including all taxes (PKR)
1	Processor	Intel®Xeon®36 Core or Above & 30MB Cache (Equivalent)	03 Years		
	Hard Drive	2x2TB SSD (RAID LEVEL 1) for Operating systems. 6-8TB SAS drive: Additional for Data Storage: Detachable for DB and Raw files(Domains and Sub domain content)			
	RAM	192 GB(DDR-4)–Upgradeable up to 256GB DDR-4			
	Operating System	WindowsServer2019/2022 Standard Edition			
	Bandwidth & Service Scalability During Peak Traffic (Result Events)	1GB/s dedicated Bandwidth (Minimum), Service provider will ensure the availability of services without bandwidth restriction (Unlimited) especially in peak hours (Result declaration days i.e 04 1st Annual (Maximum Traffic Load) and 02 2nd Annual Examination Results). Service provider will be responsible to ensure smooth declaration of result without any service interruption and delay. It will be responsibility of service provider to set up such solution (Load Balancing Or Separate dedicated Server for Result Declaration Or any Optimal Solution) to ensure smooth result declaration without any service discontinuity.			
	Software	MySQL Latest Version MSSQL SERVER 2019 STANDARD EDITION WITH LICENSE, .NET Framework 4.5,4.6 and latest PHP 5.5,5.6,7,7.3.27, 8, PHP SQLSRV enabled, Crystal Reports13 Licensed, Python Latest Version			
	Backup	Backups of Code, Databases, Database Backups (Daily Basis and also synched with DR System), Files (Code, Pictures etc) (Incremental) daily. Backups would be Kept offsite in Pakistan			
	Professional Grade emails Services	Separate Business email with spam protection and with a manageable panel able to create approximately 50 emails with 1 GB single mail account upgradeable up to 5 Gb with Zero % downtime.			
	Plesk Panel	YES Unlimited Sub domains and Domain Aliases and FTP Accounts			
	Security	Paid Web Applications Firewall (Licensed), DDos Protection up to 100Mbps and above. Multiuser VPN (at least 02 Simultaneous users) for connecting With Plesk, FTP, SQL Server Remotely etc. Paid Wild Card SSL certificate with Latest security (Licensed). Service provider must implement Web and DB Security Features (WAF, CDN, DDoS), Penetration, SQL Inj, Logs & IIS Configuration and Security Scan.			
	Configuration and Maintenance	DNS Zone Management, 24/7 Support, Configuration and Maintenance (fully managed) services, all essential security Measures must be ensured.			
	Disaster Recovery Mechanism	Must provide disaster recovery mechanism. In case any hardware failure or software failure or both, backup system must be available to restore the services in minimum time without data loss i.e. DR of above system on international cloud with all the latest data (able to be up and running upon Any disaster without any data loss). DR system Must be synched with Main system.			

Total Bid value (against which a Bid shall be evaluated) in figure.
Total Bid value (against which a Bid shall be evaluated) in words.

NOTE:

- 1. In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.
- 2. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- 3. The tender shall be awarded to the responsive bidder(s) offering the lowest rate.

Authorized Signature & Stamp
of Firm / Bidder

Form of Covering Letter

To

The Secretary,
Board of Intermediate and Secondary Education,
Sahiwal.

Subject: SUBMISSION OF BID

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per tender / financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frame specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of ____ days 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.
- d) We agree to execute a Contract in the form to be communicated by the Procuring Agency.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

**Authorized Signature & Stamp
of Firm / Bidder**

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Firm / Company letter head duly signed and stamped)

Know all men by these presents, we (name of the Firm / company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20_____

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FORM OF UNDERTAKING

(on Firm/Company letterhead)

It is certified that the information submitted/furnished herein as per Tender Document with regard to

_____ is true & correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 20 _____

Signature

(Firm / Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form of Integrity Pact

We (Name of the Bidder(s)/supplier) being the first duly sworn on oath submit, that Mr./Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the Bidder(s) Firm/Company) hereinafter called the Contractor to submit the attached bid to the (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the (Name of the Procuring Agency) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Agency.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

BOARD OF INTERMEDIATE AND SECONDARY EDUCATION, SAHIWAL

AGREEMENT / CONTRACT FORM

This agreement is made on dated _____ between the Board of Intermediate and Secondary Education, Sahiwal (Herein after called 1st party / The Board) and M/s _____ (Herein after called 2nd party / The Firm / Contractor). The Board intends to acquire the Web Hosting Services (As per office specifications) for the period of 3 years (i.e from _____ to _____), detailed as under:

Sr. No.	Description: Detail/Specifications of Item(s) / Framework Contract for Web Hosting Services	Approved Rates Per Month (with all taxes)	Total Amount Per Year (with all taxes)	Total Amount 3 Years (with all taxes)
1.	Web Hosting Services Framework Contract			

TERMS OF AGREEMENT

1. DEFINITIONS:

The terms listed below should have the following meanings in this contract:

- 1.1 **Party A** refer to Board of Intermediate & Secondary Education, Sahiwal (**BISE Sahiwal**) a procuring Agency/Client requesting Dedicated Web hosting service for official website of **BISE Sahiwal**
- 1.2 **Party B** refer to _____, the contractor/Service provider (lowest Bidder) for webhosting service of BISE, Sahiwal.

Witnesses as follows:

- **RFP** Request for Proposal
- **SLA** Service Level Agreement. (The level of Service, Which BISE, Sahiwal acquire from service provider in respect of the service).
- **BOC** Bill of Cost
- **PPRA** Public Procurement Regulatory Authority
- **Confidentiality** the prevention of the international or unintentional unauthorized disclosure of contents
- **The system** refers to the set of service provided in accordance with the requirements contents that are set forth in the “RFP” on the “**Hosting services of BISE, Sahiwal.**”
- **Technical Services** refer to service provided in accordance with the contractual provisions, such as machine installation, supervision, testing, debugging, inspection, system operation, maintenance, support, and others.
- **Maintenance** refers to services provided to resolve the errors identified after the acceptance of the system by Party A and is subject to the terms of SLA.
- **Availability** ensures the reliable and timely access to website or computing resource by the appropriate workforce.
- **Training** refers to conveying the installation, debugging, startup, operating and maintenance procedures and the actual operation of the system that are to be taught to nominated I.T professionals and end users of Party A by Party B as well as to another related/ necessary knowledge.
- **Responsibility Area Matrix** The definition of work to be done by Party A and Party B

2. DEED AGREEMENT:

This agreement is made on the _____

BETWEEN

2.1 Party A: **BOARD OF INTERMEDIATE AND SECONDARY EDUCATION, SAHIWAL AND**

2.2 Party B: **M/S _____**

2.3 **SIGNING LOCATION:**

2.4 Contract Amount: In Figure: **RS: _____** /- (per Anum)

In Words: _____

- 2.5 Whereas BISE, Sahiwal invited Tender and decided to accept the tender of Second Party.
Now this deed witnessed as follows: -

BISE, Sahiwal hereby appoints the Party B for following work & term and Conditions are as follows: -

- 2.5.1 Dedicated Web hosting services of BISE, Sahiwal.
2.5.2 M/S _____ provided the Dedicated Server hosting services for BISE, Sahiwal use in its Data Centre.
2.5.3 M/S _____ shall provide a solely dedicated machine to BISE, Sahiwal.
2.5.4 M/S _____ provide Control Panel depending upon BISE, Sahiwal Solution for website.
2.5.5 M/S _____ shall provide the additional IP if required which can be increased as per BISE, Sahiwal requirement and additional charges.
2.5.6 M/S _____ shall provide all the demanded software/ hardware as in tender document / advertisement to BISE, Sahiwal.
2.5.7 M/S _____ shall provide 24x7 technical supports to BISE, Sahiwal.
2.5.8 M/S _____ shall provide the administration facility to BISE Sahiwal designated Officer.
2.5.9 The services and Server/Passwords/IPs issued to the BISE; Sahiwal shall not be assigned to any other part without the prior written consent.
2.5.10 The work includes as specified in this agreement, its annexure/attachments, the request for Proposal (RFP) and the **Party B's technical** and financial proposal.

3. GENERAL TERMS AND CONDITIONS

1. contract will be for three years can be extended after mutual decision between both parties
2. 10% of the amount of the contract will be retained as security money and will be refunded after successful completion of the annual contract period.
3. All deliverables when accepted shall constitute the sole and exclusive property of BISE, Sahiwal.
4. Party B agrees to perform its part of the contract and in case of default binds itself to indemnify the others.
5. In case of any dispute between the two parties, if not settled by mediation shall be then referred to Head of BISE, Sahiwal (The Chairman Board) whose decision shall be final and binding on both the parties.
6. This agreement has been prepared in duplicate; the original will remain with the **Party A** and the duplicate with the **Party B**.
7. if any clause or sub clause contained in the attachments are in conflict with the any clause of main contract agreement, then the clause of main contract agreement will have precedence over corresponding clause contained in the attachment.
- 8.

4. TERMS OF PAYMENT:

1. The payment of services will be made after successful delivery of services on quarterly basis for one year. However, contract will be extendable for every year on same terms and conditions upon satisfactory report from BISE, Sahiwal.
2. All payments shall be made through crossed cheque in the Pak Rupees.
3. All Taxes will be deducted at source as per government rules at the time of payment and tax deduction letter will be provided along with each payment cheque.
4. As Party B submitted the ten percent 10% of annual contract value, under performance security and payments will be made by party A after successful delivery of service against specified period so no further /duplicate security will be retained.
5. Billing will start after successful migration of all the data from old server to new server and when website will be live from new server for public.

5. SERVICE LEVEL AGREEMENT:

Following requirement for SLA apply to this agreement.

1. M/S _____ shall provide a comprehensive methodology of management and security of the provider server.
2. The party B will be responsible to maximize its network bandwidth to support peak Traffic.

3. The SLA may be signed with M/S _____, as per services offered in BOC.
4. M/S _____ guarantees the functioning of all hardware components of server/service and will replace any failed component at no cost to BISE, Sahiwal.
5. In case of failure of any service on web portal, M/S _____, will provide a report on the nature of the issue/case, the action taken to correct it, the time taken to restore the service to working condition with some SLA management software, and the measure taken to avoid such failure to happen again. Should there be more than one failure case(S) during any calendar month, a single report covering all in that month will be sufficient.
6. The following table illustrates the response time and maximum time allowed to restore the services to normal operating condition.

SERVICES	SERVICES LEVEL
Service availability language	English
Minimum service availability required (all server/services as per BOC)	98.7%
On-site service availability period	7 days x 24hour (including public holidays)
Operation service performance report	Monthly
Network uptime status report	Monthly
Performance report	Monthly

7. M/S _____, shall provide complete technical support (information sharing help desk, telephone support, onsite support and emergency service). Service response M/S _____, will be by phone call email and trouble ticket number M/S _____ will also provide automated trouble mechanism with escalation level to report and record the complaints.

	Moderate(L1)	High(L2)	Critical(L3)	Server (L4)
Call-out interval	15 minutes	40 minutes	5 hours	8 hours
Restoration time	<2 hours	<4 hours	< 8 hours	< 14 hours
Resolution Time	< 1 day	<1 day	<2 days	<4 days
Moderate	e.g. Server configuration, backup issues, etc.			
High	e.g.(Server updating, backup not created)			
Critical	e.g. (Site Down, issues with FTP access. Connectivity issue with critical user).			
Severe	e.g. (Hacked, one service is totally stop functioning, information leakage).			

8. M/S _____ will provide one offsite resident engineer for technical support.
9. M/S _____ will ensure minimum 98.7% uptime of any service. In the event, service level fall below 98.7% following compensation shall be payable.

	Cumulative Downtime (Subject to the issue reporting and locking the trouble ticket by Party A for resolution)	Compensation equivalent to Pro-rated service charges
1	Less than 15 minutes per month	Nil
2	Greater than 15 minutes and less than 30 minutes per month	3 days of service
3	Greater than 30 minutes and less than 45 minutes per month	7 days of service
4	Greater than 60 minutes per month	15 days of service
5	Greater than 5 hours and less than 10 hours per day	25% of paid amount

10. M/S _____ will be responsible for maintaining/ management and any vulnerability related to service/servers.
11. M/S _____ will be responsible to inform/communicate if any application/service host by BISE, Sahiwal security patch/patches are missing.
12. This agreement will remain in-force for the period of 2 year in the event of any breach of;
 - a) Conditions
 - b) Misconduct
 - c) Service Requirements

On the part of M/S _____ it shall be lawful for BISE, Sahiwal to terminate this agreement forthwith without giving any notice and in such a case M/S _____ shall not be entitled to any compensation what so ever.

- 13. M/S _____ will ensure maximum availability of server and service, regarding server, especially during the peak hours especially in result declaration days and admission/registration submission days. M/S _____ will bear full responsibility of installed software configuration for optimal performance such as PHP language, IIS, memory management, database etc. M/S _____ will bear full responsibility if there is server crash due to hardware failure, loss of connectivity due to mis-configured software like PHP, IIS, SQL server etc.
- 14. The Party B will be responsible to secure the BISE Sahiwal web server from attacks like hacking, Dos, DDos and any other attack.
- 15. The Party B will be responsible to detect and take corrective measures against any vulnerability in installed software.
- 16. The Party B will be responsible to avoid any un-authorized access to database and server.
- 17. The Party B will be responsible to provide disaster recovery plan in case any disaster happens.
- 18. The Party B will be responsible to recover data in case of any disaster.
- 19. The Party B will maintain code and database backups including up to last 7 days database backup’s onsite and offsite.
- 20. The Party B will nominate a technical person that will be available for 24/7 support on phone, SMS and email and resolve BISE, Sahiwal queries on priority basis.
- 21. The Party B will certify to safe disposal of data after termination of contract and will certify not to leak any data during or after the contract expires.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
IN THE PRESENCE OF WITNESS ON THE DATE AND YEAR FIRST ABOVE**

WITNESSES

**FOR AND ON BEHALF OF THE
BISE, SAHIWAL**

FOR AND ON BEHALF OF THE M/s

BISE, Sahiwal
Authorized Signatory

M/s _____
Authorized Signatory

Signature:

Signature:

25. GENERAL OR SPECIAL CONDITIONS OF CONTRACT

I. Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Procuring Agency, without prior permission of the Procuring Agency, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract, failing which the act may lead to disqualification.

II. Contract Language

The language of the Contract and other relevant documents between the Contractor and the Procuring Agency shall be English or Urdu or English & Urdu and in case of any translation the cost shall be borne by the Contractor.

III. Patent Rights

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 supply/services.

IV. Execution Schedule

The Contractor shall ensure provision of services mentioned in the Bidding Document on top priority within **prescribed** time frame.

V. Inspection and Testing

Technical & Inspection Committee may inspect and check the deliverables at the time of execution in order to verify their conformity to the technical needs. The Procuring Agency may reject the Services/Supply if they are not in conformity to the technical needs, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Services/Supply or make all changes necessary to meet the technical needs, within seven days, free of cost to the Procuring Agency. The Procuring Agency's / Client has right to inspect, test and, where necessary, reject the Services/supply shall in no way be limited or waived by reason of pre-execution inspection, testing or passing of the Services/Supply.

Nothing contained in this document shall, in any way, release the Contractor from any other obligations or commitment under the Contract.

VI. Payment

Payment may be made to the contractor subject to the terms & conditions of the Contract/agreement.

VII. Contract Amendment

The Procuring Agency/ BISE Sahiwal/ Clint 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.

The Contractor shall not execute any Change until and unless the Procuring Agency / BISE has allowed the said Change, by written order served on the Contractor with a copy to the Client.

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.

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

The BOQ contains estimated quantities which can be varied to meet any emerging need keeping in view the provisions of PPRA Rules.

VIII. Assignment/Subcontract

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's / Client prior written consent. The Contractor shall

guarantee that any and or all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

IX. Liquidated Damages

If the Contractor fails / delays in 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 / Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @10% of the total Contract Price.

X. Blacklisting

If the Contractor fails / delays in 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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Procuring Agency / Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and BISE applicable financial provision present in BISE Calendar (updated).

26. Termination for Default

If the Contractor fails / delays in 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 / Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, 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 (or such longer period as the Client may allow in writing), after receipt of such notice. If the Procuring Agency / Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency / Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

27. Termination for Insolvency

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

28. Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’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.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency / Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency / Purchaser 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.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

29. Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Procuring Agency / Purchaser may constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Procuring Agency / Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Procuring Agency/Purchaser 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.

30. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan/Punjab.

31. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency / Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government.

32. Uniform Pricing Discoveries in Procurement: Achieving Equitable Rates

In case the quoted rates are found equal and responsive, the procuring agency shall adopt the following procedure to award the contract.

- (a) Marks awarded in technical evaluation. The firm getting marks more than others will be at top
and will be awarded the contract.
- (b) In case (a) is also equal, the bidders will re-give rates in sealed envelopes separately.
- (c) If (b) too is same or the firms do not go to option (b) then toss will be used in the light of the advice of PPRA vide No.L&M(PPRA)1-15(SOC)(I)/2021, dated 09-09-2022.
- (d) The option of “toss” will be the sole discretion and authority of the procuring agency for which no firm will have any stake at all and all firms will be bound to accept the result with no exceptions at all.

Note: There should be Signature and Stamp of the Firm on all the pages of bidding documents.

Signature & Stamp of the bidder


Assistant Secretary (Store)
B.I.S.E., Sahiwal