GC WOMEN UNIVERSITY SIALKOT

Office of the Purchase Officer

Tel# 052-9250649

www.gcwus.edu.pk

Ref# GCWU/SKT/PO/22-23/13. Date: 22-02-2023

TENDER DOCUMENT FOR LMS HOSTING SERVER

Issued to: _____

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INVITATION TO THE BID

1.1. Bids/Tenders are invited, for Tender Document for **LMS Hosting Server** from PRA and Income Tax Registered firms.

2. INSTRUCTIONS TO THE BIDDERS

2.1. Procurement will be made under Punjab Procurement Rules (PPRA 2014).

2.2. It will be clearly understood that the Terms and Conditions mentioned in tender notice and this document are intended to be strictly enforced.

2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.

2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date or bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque/ Cross Cheque/pay order/ Demand Draft /Banker's Cheque shall be summarily rejected.

2.5. Vendors must quote their rates on the company letter pad according to the specifications. Hand written quoted rates will not be accepted.

2.6. Mode of Advertisement:

As per Rule 12 the advertisement is being placed on the website of PPRA Punjab (www.ppra.punjab.gov.pk) and GCWUS web site (www.gcwus.edu.pk)

2.7. Type of Open Competitive Bidding

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

2.7.1. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

2.7.2. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;

2.7.3. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of procuring agency without being opened;

2.7.4. The Purchaser shall evaluate the technical proposal under **PPRA Rule # 32** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be

permitted;

2.7.5. The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;

2.7.6. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

2.8. BID DATA SHEET (Information for the Bidders)

1	Procuring Agency	Government College Women University Sialkot, Katchehry Road Sialkot
2	Tender Number	GCWU/SKT/PO/22-23/13.
3	Name of Tender	• **LMS Hosting Server**
4	Tender Document available place	Purchase Section, Government College Women University Sialkot, Katchehry Road Sialkot.
5	Cost of Tender Document	**Rs.1000/-** payable in A/C # 6580208768600042 at BOP Paris Road Branch Sialkot through Challan Form(Non Refundable) or online fee deposite. **(Challan form can be get from Purchase Office GCWUS)**
6	Bid Security	Rs. 9,000/- for LMS Hosting Server. **In shape of CDR in favor of "Treasurer, Government College Women University Sialkot"**
8	Performance Security	10% security will be retained from supplier's bill which will be returned after warranty period.
9	Tender Addressed to	Vice Chancellor Office, Government College Women University Sialkot, Katchehry Road Sialkot
6	Contact Number	Ph. 052-9250649
10	Due Date, Time and place of submission of Tender Document	08-03-2023 till 11:30 AM Vice Chancellor Office, Government College Women University Sialkot, Katchehry Road Sialkot.
11	Date, Time and Place of Technical Bid Opening	08-03-2023 at 12:00 PM at Meeting Hall of Government College Women University Sialkot, Katchehry Road Sialkot.
12	Date, Time and Place of the Financial Proposals	Shall be intimated subsequently to Technically Qualified firms

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

3.1. "Purchaser" means Government College Women University Sialkot, Katchehry Road Sialkot

3.2. "GCWUS" means Government College Women University, Sialkot

3.3. "Bidder/Tenderer" means the Firm/Company/Supplier/Distributer that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.

3.4. "Contract" means the agreement entered into between the Purchaser and the

Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.5. "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.

3.6. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.7. "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

3.8. "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.9. "PPRA" means Punjab Procurement Regulatory Authority.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

4.1. has valid registration certificates for Income Tax, Sales Tax and PRA;

4.2. is an active Income Tax Payer;

4.3. has got the Technical Staff to execute the work;

4.4. conforms to the clause of "Responsiveness of Bid" given in this tender document;

4.5. has not been blacklisted.

5. EXAMINATION OF THE TENDER DOCUMENT

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

6. CLARIFICATION OF THE TENDER DOCUMENT BEFORE DEADLINE OF SUBMISSION

6.1. The Purchase Committee of Government College Women University, Sialkot**,** at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.

6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. BID CURRENCY

Bidder should quote price in Pak Rupees for as tender notice.

8. VALIDITY PERIOD OF THE BID

8.1. Validity period of the bids shall be 120 days.

8.2. In exceptional circumstances, the Purchase Committee of Government College Women University, Sialkot may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. BID SECURITY

9.1. Bidder will submit Bid Security drawn in the name of Treasurer Government College Women University, Sialkot against each lot with details given below:

(The required amount of Bid Security, for each lot, does not exceed 2% of estimated cost of the lot)

S#	Item Name	Amount of Bid Security Rs)
1.	• **LMS Hosting Server**	**9,000/-**

9.2. The Bid Security will be in form of CDR in favor of the Treasurer, Government College Women University, Sialkot.

9.3. Cheque/ Cross Cheque/pay order/ Demand Draft /Banker's Cheque shall be summarily rejected.

9.4. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.

9.5. The Bid Security of Successful Bidder(s) may be return after provision of supply along with invoice/bill.

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

9.7. The Bid Security may be forfeited if a Bidder:

a) Refuses to accept supply order/ work order

b) Fails to furnish complete/partial supply of items**.**

10. BID PREPARATION AND SUBMISSION

10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.

10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal.** The Technical Proposal and Financial Proposal shall be submitted in separate covers.

10.3. **TECHNICAL PROPOSAL**

The Technical Proposal will enable the Purchase Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

10.4. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.

10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.

10.6. The Bidder may quote brand/model/make of each item (where applicable).

10.7. **Detail and Order of Documents to be furnished with the Technical proposal (Envelope A)**:

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

10.7.1. Covering letter ***(Annexure-A)*** duly signed and stamped by authorized representative.
10.7.2. Copy of Income Tax Registration Certificate
10.7.3. Copy of Punjab Sales Tax Registration Certificate.
10.7.4. Bid Security in shape of CDR Original in favor of "Treasurer, GCWUS".
10.7.5. Detailed specification of items on letter pad.
10.7.6. Relevant Supply Orders/ Contracts.
10.7.7. Affidavit/Undertaking Covering Letter on Stamp Paper ***(Annexure-D).***

FINANCIAL PROPOSAL

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

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

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

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

1.5. Vendors must quote their rates on the company letter pad / tender form according to the specifications. Hand written quoted rates will not be accepted.

1.6. **Details to be furnished with Financial proposal *(Envelope B)***

1.6.1. Financial Proposal Covering Letter **(Annexure E)**.
1.6.2. Financial Proposal Form duly filled, signed and stamped by the Bidder **(Annexure F).**

1.7. **Sealing the Bid**

1.7.1. The Technical Proposal shall be placed in a separate cover **(Envelope-A)** and sealed appropriately. The Technical Proposal cover shall be marked as **"Technical Proposal for LMS Hosting Server** Bid Ref.: due on the "FROM" address and "TO" address shall be written without fail.

1.7.2. The Financial Proposal **(Envelope-B)** shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as **"Financial Proposal for LMS Hosting Server** Bid Ref.: due on: The "FROM" address and "TO" address shall be written without fail.

1.7.3. **Out Cover**: The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as **"Bid for LMS Hosting Server** Bid Ref.: due on ____. The "FROM" address and "TO" address shall be written without fail.

1.8. **Mode of Submission of Bids**

1.8.1. The Bid should be addressed to "Vice Chancellor Office, Government College Women University Sialkot, Katchehry Road Sialkot" and shall reach Vice Chancellor Office of Government College Women University, Sialkot, within given time period in tender notice, through valid Courier/Post.

1.8.2. The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

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

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

12. BID OPENING

12.1. Technical Proposal Opening

The bid's outer cover and Technical Proposal cover will be opened by the Purchase Committee of Government College Women University, Sialkot on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. Only one representative for each bidder would be allowed to attend the Bid Opening.

12.2. Suppression of facts and misleading information

12.2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

12.2.2. It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

13.1. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, their bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

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

14.1.1. meets a eligibility criteria for the Bidder / the Goods / the Services;

14.1.2. Meets all the mandatory requirements of the evaluation criteria.;

14.1.3. meets the Technical Specifications for the Goods / the Services;

14.1.4. meets the delivery period / point for the Goods / the Services;

14.1.5. is accompanied by the required Bid Security;

14.1.6. is otherwise complete and generally in order;

14.1.7. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation

14.1.8. which offers Brand/Model/Make for each item (where applicable)

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

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

15. TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation.

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

Evaluation Criteria	Requirement
Punjab Sales Tax Registration	**Mandatory**
Income Tax Registration	**Mandatory**
Conformance to the required specification of items given in Schedule of Requirement	**Mandatory**
Bid Security in Shape of CDR original	**Mandatory**
Relevant Supply Orders / Contracts received in the past	**Mandatory**
Affidavit /Bidder's Undertaking on stamp paper	**Mandatory**

The bidder must provide Verifiable documentary proof against all the mandatory requirement and Evaluation Criteria along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.

The Purchase Committee may ask for physical Demonstration of any of the items given in the Tender Document for confirmation of the specifications.

16. FINANCIAL PROPOSAL EVALUATION

16.1. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).

16.2. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

17. REJECTION AND ACCEPTANCE OF THE TENDER/BID

17.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity

of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

17.2. The Tender / bid shall be rejected if:

17.2.1. It is substantially non-responsive; or

17.2.2. The bidder does not meet any of the mandatory criteria mentioned in Clause No. 15; or

17.2.3. It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or

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

17.2.5. The bid fee in said form is not provide;

17.2.6. the bidder does not attach Bid Security in Shape of CDR; or

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

17.2.8. the Bidder submits more than one Bids against one Tender; or

17.2.9. the Bidder tries to influence the Tender evaluation / Contract award; or

17.2.10. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or

17.2.11. there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or

17.2.12. The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

18. CONTACTING THE PROCURING AGENCY

18.1. No Bidder shall contact the Purchase Committee of Government College Women University, Sialkot on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

19. ANNOUNCEMENT OF EVALUATION REPORT

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

20. AWARD OF CONTRACT

20.1. The Tender will be awarded to the Lowest Evaluated Bidder who has been declared Technically Qualified.

21. REFUND OF BID SECURITY (BS)

The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released after successfully completion of delivery.

22. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

22.1. The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.

22.2. The Successful Bidder will provide the stamp paper of 0.25% of total order value for issuance of Supply Order or Signing the Contract.

23. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

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

23.2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

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

23.4. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

24. DELIVERY OF ITEMS

24.1. Delivery Period will be counted after issuance of Letter of Acceptance with details given below:

24.2.

Item Name	No. of Days
• **LMS Hosting Server**	15

24.3. The Supplier will be responsible for **delivery and installation** of Items at GCWU Sialkot as mentioned.

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

25. LIQUIDATED DAMAGES

25.1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.

25.2. The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill with Punjab Sales Tax Invoice within the delivery period in order to avoid Late Delivery Charges.

26. INSPECTION AND TESTS

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

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

26.3. After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to GCWUS.

27. RELEASE OF PERFORMANCE SECURITY

The performance security 10% will be refunded to the supplier's after completion of warranty period.

28. CONTRACT AMENDMENT

28.1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

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

29. TERMINATION FOR DEFAULT

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

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

29.2. the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid

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

29.4. The bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

30. BLACKLISTING

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

31. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quadrant in restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and consof the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

32. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise in solvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

33. FORFEITURE OF PERFORMANCE SECURITY

33.1. 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 Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

33.2. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

34. PAYMENT

34.1. 100% payment will be made by Government College Women University, Sialkot to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

i. Bill
ii. Delivery Challan
iii. Punjab Sales Tax Invoice
iv. Inspection/Completion report
v. Bill of Entry of imported items

35. Warranty

35.1. Warranty of items shall be as per required in the Schedule of Warranty.

35.2. The Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.

35.3. During the warranty period the Successful Bidder will provide comprehensive warranty of the items. The Purchase Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **ten days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.

36. SPECIFICATIONS AND SCHEDULE OF REQUIREMENT

Sr. #	NAME OF ITEMS /SPECIFICATION	QTY.	UNIT PRICE WITH TAX
LMS HOSTING SERVER			
1	**VIRTUAL CLOUD MACHINE** Processor 6 cores 16 GB RAM 200 GB disk space (NVMe SSD) Bandwidth UNLIMITED 200 Mbit/s port DDoS protection Root Access / RD 1 IP/IPv6 network included O/S Windows Server (Licensed) Reboot/Reinstall operating system through Web Interface Management and real time trouble hooting	As Per Actual During the Contract Period	
2	Backup active 2 snapshot, Comodo SSL Certificate		
TOTAL AMOUNT			

Annexure- A Technical Proposal Covering Letter

To

Convener, MPAC

Government College Women University,

Sialkot

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form**, **Check List, Detailed Specifications** and the required **supporting documents** and Bid Security of amount Rs. *(insert amount in words and figures)* having C No. along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure- B Check List

The bidder must attach this list along with the Bid

1.1. Packing of the Bid

S#	Description		YES/NO
1	Whether the Bid is submitted in **Two Envelopes**		
2	**Technical Proposal**	***Envelope A***	
3	**Financial Proposal**	***Envelope B***	
4	Whether both Technical and Financial Proposals are put into another **Outer Envelope.**		

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		**Attached YES/NO**	**Page#**
1	**Check List**		
2	**Covering Letter**		
3	Technical Bid Form duly signed and Stamped by the Bidder		
4	Specifications of quoted items on the Letter Head of the bidder		
5	Copy of **Income Tax Registration Certificate**		
6	Copy of **Punjab Sales Tax Registration Certificate**		
7	**Affidavit/Undertaking** on the Stamp Paper		
8	Bid Security in shape of CDR		
9	Tender Fee in prescribed forms		
10	Proof of Sales of the Company		
11	List of Staff		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		**_____ Pages**	
14	**Tender Document** duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		

Envelope B : Enclosures of Financial Proposal		**Attached YES/No**	**Page #**
1	Financial Proposal Covering Letter		
2	Price Schedule Form duly filled, signed and stamped by the bidder		

Annexure- C BID FORM

Technical Bid Form

S #	Particulars	Bidder's Response
A	**Information about the Bidder**	
	Name of the Company	
	Year of Incorporation/Registration	
	NTN Registration Number	
	GST Registration Number	
	PST Registration Number	
	Address	
	Office Telephone Number	
	Email Address of the Company	
	Name of Contact Person	
	Mobile No. of Contact Person	
	Email Address of Contact Person	

B- **Past Performance (Detail of Top** Supply Orders for supply of relevant items received in the past**)**						
S#	**Name of Project**	**PO/LOA/ Contract No & Date**	**Value of Project in PKR**	**Item Detail**	**Customer (Name of Institution)**	**Customer Contact Person Name and Phone No.**
1						
2						
Total Value of relevant Projects (Rs)						

Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: **Tender No. GCWU/SKT/PO/22-23/13 published on PPRA & on GCWUS website.**

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. 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.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Purchase Committee of Government College Women University is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

[Name and Signatures of authorized Person along with stamp]

Annexure- E Financial Proposal Covering Letter
(to be attached with Financial Proposal)

To

Convener, MPAC

Government College Women University,

Sialkot

Dear Sir,

With Reference to your Tender No. GCWU/SKT/PO/22-23/13 for (LMS Hosting Server).

Please find attached our Financial Proposal for the sum of Rs. (*insert amount in words and figures*)_. This amount is inclusive of all taxes.

Yours sincerely,

Authorized Signature

Annexure-F Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month] [year]* between *[Government College Women University]* (hereinafter called "the University") of the one part and *[name and address of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs.*[Contract Price in figures and in words]* (hereinafter called "the Contract Price").

NOW THEREFORE the parties hereby agree as follow:

1- The following documents attached shall be deemed to form and integral part of this Contract:
   - i- Tender/Bid Document
   - ii- Letter of Acceptance
2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
3- The mutual rights and obligations of the University and the Supplier will be preserved in the light of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For Government College Women University Sialkot: **For the Supplier:**

Signature

Print Name

Title