Standard Bidding Document

Provision of Wired Media (Optical Fiber Cable) Services for PERN Last-Mile Connectivity to Universities/HEIs across the North (A & B), Central, and South Regions of Pakistan (Phase-15)
(Goods)

National

Single Stage-One Envelope

November 12, 2026

Higher Education Commission - HEC (Higher Education Commision (HEC)),Assistant Director
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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Higher Education Commission - HEC (Higher Education Commision (HEC))** has reserved Funds for the procurement planned for FY **2026-27**. The **Higher Education Commission - HEC (Higher Education Commision (HEC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Provision of Wired Media (Optical Fiber Cable) Services for PERN Last-Mile Connectivity to Universities/HEIs across the North (A & B), Central, and South Regions of Pakistan (Phase-15)**" with the reference of **"P175470"**

2. The **Higher Education Commission - HEC (Higher Education Commision (HEC))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/175470** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Monday, November 30, 2026 11:30 AM**. E-bids will be opened using **EPADS v2.0** on

the same day at **Monday, November 30, 2026 12:00 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rule 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-2 I of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 provided that such request is received not later than three (03) days, prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.3 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through EPADS v2.0:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices

15.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids through EPADS v2.0,. The Bid Security provided under **ITB 17** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:

a) a bank guarantee, a bank draft, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the procuring agency pursuant to **ITB 17.** The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security documents, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid respective Evaluation Committee.

23.6 No bid will be rejected at the time of bid openning except for bids whose original bid security has not been provided to the procuring agency before bid submission deadline.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the bids which in any way affect the following parameters will be considered as a change in the substance of a Bid:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 From the time of bid(s) opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the respective Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.**

31.2 **Least Cost Based Selection (LCBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.6 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders' qualifications.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.8 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

46.1 As per Rule 64 of the Public Procurement Rules, 2026, the procuring agency may seek to procure goods with a reduced environmental impact throughout their life cycle when compared to goods services with the same primary function that may otherwise be procured.

Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Higher Education Commission - HEC (Higher Education Commision (HEC))**

The subject of procurement is: **Provision of Wired Media (Optical Fiber Cable) Services for PERN Last-Mile Connectivity to Universities/HEIs across the North (A & B), Central, and South Regions of Pakistan (Phase-15)**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Monday, December 21, 2026**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P175470**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, November 27, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, November 27, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Friday, November 27, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. 1. Letter of Intimation (LOI) of Pre-qualification issued to the bidder by HEC.
2. 2. Line Item (Site-wise) Bill of Cost (BOC) against each site in the provided template.

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]
Items/Lots and their related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security shall be in the Name of : **Higher Education Commission - HEC**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

H-9, Islamabad Capital Territory before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, November 30, 2026 11:30 AM**

Day *:* ***Monday***

Date: ***Monday, November 30, 2026***

Time *:* ***12:00 PM***

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Monday***

Date: ***Monday, November 30, 2026***

Time *:* ***12:00 PM***

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee to submit a copy of grievance:

Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
None

Eligibility Criteria	Document
Please upload the Letter of Intimation (LOI) for Pre-Qualification issued by HEC. Only firms pre-qualified by HEC under the PERN Pre-Qualification process are eligible to participate in this bidding.	Yes

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lots

Lot Title : North-A Region

Bid Security : 100000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
Arid Agriculture University Sub Campus, Rawat	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 80/Mbps	80 / Mbps
N/A	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty

Lot Title : North-B Region

Bid Security : 100000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
University of Agriculture, Swat	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 100/Mbps	100 / Mbps
N/A	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 1/Qty	1 / Qty

Lot Title : Central Region

Bid Security : 1000000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
Mukabbir University of Science & Technology, Gujrat	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 100/Mbps	100 / Mbps
University of Education (UOE), Bank Road Campus, Lahore	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 9/Km	9 / Km
University of Education (UOE), Lower Mall Campus, Lahore	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 10/Km	10 / Km
University of Education (UOE), Multan Campus	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 9/Km	9 / Km
Information Technology University (ITU), Lahore	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 13/Km	13 / Km
University of education (UOE), Faisalabad Campus	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 12/Km	12 / Km
Nippon Institute of Advanced Science Sheikhupura	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 100/Mbps	100 / Mbps
Superior University Lahore (Raiwind Road)	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 80/Mbps	80 / Mbps
Ganj Shakar University Pakpattan	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 150/Mbps	150 / Mbps

Item	UNSPSC	Delivery Schedule	Quantity
University of Rasul, Mandi Bahauddin	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 80/Mbps	80 / Mbps

Lot Title : South Region

Bid Security : 1000000 PKR

Item	UNSPSC	Delivery Schedule	Quantity
The University of Mirpurkhas	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 200/Mbps	200 / Mbps
Al-Kawthar University Karachi	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 8/Km	8 / Km
Karachi Metropolitan University	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 9/Km	9 / Km
IBA Sukkur University Ghotki Campus	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 140/Mbps	140 / Mbps
Aror University of Art, Architecture, Design and Heritage Sukkur	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 13/Km	13 / Km
University of Loralai	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 13/Km	13 / Km

Item	UNSPSC	Delivery Schedule	Quantity
BUITEMS Zhob Campus	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 7/Km	7 / Km
University of Baluchistan – Sub Campus Kharan	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 100/Mbps	100 / Mbps
The Begum Nusrat Bhutto Women University Sukkur	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 18/Km	18 / Km
Shaheed Mir Sikandar Zehri University Khuzdar	Dark fiber	**Address:** H-9, Islamabad Capital Territory **Schedule:** 60 Days **Quantity:** 3/Km	3 / Km
Al-Kawthar University, Tando Allah Yar, Sindh	Internet related services	**Address:** H-9, Islamabad Capital Territory **Schedule:** 45 Days **Quantity:** 100/Mbps	100 / Mbps

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services of Goods:

No

North-A Region

Item	UNSPSC	Related Services
Arid Agriculture University Sub Campus, Rawat	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

North-B Region

Item	UNSPSC	Related Services
University of Agriculture, Swat	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

Central Region

Item	UNSPSC	Related Services
Mukabbir University of Science & Technology, Gujrat	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

Item	UNSPSC	Related Services
University of Education (UOE), Bank Road Campus, Lahore	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of Education (UOE), Lower Mall Campus, Lahore	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of Education (UOE), Multan Campus	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Information Technology University (ITU), Lahore	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of education (UOE), Faisalabad Campus	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Nippon Institute of Advanced Science Sheikhupura	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Superior University Lahore (Raiwind Road)	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Ganj Shakar University Pakpattan	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of Rasul, Mandi Bahauddin	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

South Region

Item	UNSPSC	Related Services
The University of Mirpurkhas	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Al-Kawthar University Karachi	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Karachi Metropolitan University	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
IBA Sukkur University Ghotki Campus	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Aror University of Art, Architecture, Design and Heritage Sukkur	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of Loralai	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
BUITEMS Zhob Campus	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
University of Baluchistan – Sub Campus Kharan	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

Item	UNSPSC	Related Services
The Begum Nusrat Bhutto Women University Sukkur	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Shaheed Mir Sikandar Zehri University Khuzdar	Dark fiber	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.
Al-Kawthar University, Tando Allah Yar, Sindh	Internet related services	Operations & Maintenance (24x7), Troubleshooting, and Service Level Agreement (SLA) under the Pre-qualification terms and conditions.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lot Specification

Lot Title : North-A Region

Item: Arid Agriculture University Sub Campus, Rawat

UNSPSC: Internet related services

Specifications / Requirements:

Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Required Bandwidth (Mbps)
Arid Agriculture University Sub Campus, Rawat	Rawalpindi	MC (Fiber)	North-A	HEC POP ISB	80

Item: N/A

UNSPSC: Internet related services

Specifications / Requirements:

Do not quote this site. It is a dummy entry.

Lot Title : North-B Region

Item: University of Agriculture, Swat

UNSPSC: Internet related services

Specifications / Requirements:

Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber (Km) or Required Bandwidth (Mbps)
University of Agriculture, Swat	Swat	MC (Fiber)	North-B	HEC PSH POP	100

Item: N/A

UNSPSC: Internet related services

Specifications / Requirements:

Do not quote this site. It is a dummy entry.

Lot Title : Central Region

Item: Mukabbir University of Science & Technology, Gujrat

UNSPSC: Internet related services

Specifications / Requirements:

Title	Description
Managed Capacity (Fiber)	100 Mbps

Item: University of Education (UOE), Bank Road Campus, Lahore

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	9 Km

Item: University of Education (UOE), Lower Mall Campus, Lahore

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	10 Km

Item: University of Education (UOE), Multan Campus

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	9 Km

Item: Information Technology University (ITU), Lahore

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	13 Km

Item: University of education (UOE), Faisalabad Campus

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	12 Km

Item: Nippon Institute of Advanced Science Sheikhupura

UNSPSC: Internet related services

Specifications / Requirements:

Title	Description
Managed Capacity (Fiber)	100 Mbps

Item: Superior University Lahore (Raiwind Road)

UNSPSC: Internet related services

Specifications / Requirements:

Title	Description
Managed Capacity (Fiber)	80 Mbps

Item: Ganj Shakar University Pakpattan

UNSPSC: Internet related services

Specifications / Requirements:

Title	Description
Managed Capacity (Fiber)	150 Mbps

Item: University of Rasul, Mandi Bahauddin

UNSPSC: Internet related services

Specifications / Requirements:

Sr No	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber (Km) or Required Bandwidth (Mbps)
1	Mukabbir University of Science & Technology	Gujrat	MC (Fiber)	Central	Wateen ADM Gujrat	100
2	UOE, Bank Road Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	9
3	UOE, Lower Mall Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	10
4	UOE, Multan Campus	Multan	Dark Fiber	Central	BZU-POP-Multan	9
5	ITU, Lahore	Lahore	Dark Fiber	Central	HEC POP LHR	13
6	UOE, Faisalabad Campus	Faisalabad	Dark Fiber	Central	UAF-POP-Faisalabad	12
7	Nippon Institute of Advanced Science Sheikhupura	Sheikhupura	MC (Fiber)	Central	HEC POP LHR	100
8	Superior University Lahore (Raiwind Road)	Lahore	MC (Fiber)	Central	HEC POP LHR	80

Sr No	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber (Km) or Required Bandwidth (Mbps)
9	Ganj Shakar University Pakpattan	Pakpattan	MC (Fiber)	Central	HEC POP LHR	150
10	University of Rasul, Mandi Bahauddin	Mandi Bahauddin	MC (Fiber)	Central	HEC POP LHR	80

Lot Title : South Region

Item: The University of Mirpurkhas

UNSPSC: Internet related services

Specifications / Requirements:

Title	Description
Managed Capacity (Fiber)	200 Mbps

Item: Al-Kawthar University Karachi

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	8 Km

Item: Karachi Metropolitan University

UNSPSC: Dark fiber

Specifications / Requirements:

Title	Description
Dark Fiber	9 Km

Item: IBA Sukkur University Ghotki Campus

UNSPSC: Internet related services

Specifications / Requirements:

Managed Capacity Fiber - 140 Mbps Link

Item: Aror University of Art, Architecture, Design and Heritage Sukkur

UNSPSC: Dark fiber

Specifications / Requirements:

Dark Fiber : Tentative Distance 13 Km from HEC POP

Item: University of Loralai

UNSPSC: Dark fiber

Specifications / Requirements:

Dark Fiber: Tentatative distance 13 Km from HEC POP

Item: BUITEMS Zhob Campus

UNSPSC: Dark fiber

Specifications / Requirements:

Dark fiber: Tentatively 7Km from HEC Zhob ADM

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Item: University of Baluchistan – Sub Campus Kharan

UNSPSC: Internet related services

Specifications / Requirements:

Managed Capacity Fiber: 100Mbps link

Item: The Begum Nusrat Bhutto Women University Sukkur

UNSPSC: Dark fiber

Specifications / Requirements:

Dark fiber tenatively 18Km from HEC POP

Item: Shaheed Mir Sikandar Zehri University Khuzdar

UNSPSC: Dark fiber

Specifications / Requirements:

Dark Fiber 3Km tentatively from BUET Khuzdar

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Item: Al-Kawthar University, Tando Allah Yar, Sindh

UNSPSC: Internet related services

Specifications / Requirements:

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber (Km) or Required Bandwidth (Mbps)
1	The University of Mirpurkhas	Mirpur Khas	MC (Fiber)	South	HEC-KHI-POP	200
2	Al-Kawthar University Karachi	Karachi	Dark Fiber	South	HEC-KHI-POP	8
3	Karachi Metropolitan University	Karachi	Dark Fiber	South	HEC-KHI-POP	9
4	IBA Sukkur University Ghotki Campus	Ghotki	MC (Fiber)	South	HEC-KHI-POP	140
5	Aror University of Art, Architecture, Design and Heritage Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	13
6	University of Loralai	Loralai	Dark Fiber	South	Loralai ADM	13

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber (Km) or Required Bandwidth (Mbps)
7	BUITEMS Zhob Campus	Zhob	Dark Fiber	South	Zhob ADM	7
8	University of Baluchistan – Sub Campus Kharan	Kharan	MC (Fiber)	South	HEC KHI POP	100
9	The Begum Nusrat Bhutto Women University Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	18
10	Shaheed Mir Sikandar Zehri University Khuzdar	Khuzdar	Dark Fiber	South	BUET Khuzdar	3
11	Al-Kawthar University, Tando Allah Yar, Sindh	Tando Allah Yar	MC (Fiber)	South	HEC RC Karachi POP	100

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

g. “The Contract” means an agreement enforceable by law;

h. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

i. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

j. “GCC” means the General Conditions of Contract contained in this section;

k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

o. “Effective Date” means the date on which this Contract comes into force and effect.

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either 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.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

r. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

u. The “Services” means the work to be performed by the Bidder pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Bidder’s Bids;

v. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

w. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

y. “In Writing” means communicated in written form with proof of receipt;

z. “Local Currency” means the currency of Pakistan;

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “Procuring Agency” means: -
any Ministry, Division, Department or any Office of the Federal Government;
any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;

2. Application and Interpretation

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

3. Applicable Law

3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of the Contract

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Contract, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes 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.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing

that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.4 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.5 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: **Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director H-9, Islamabad Capital Territory**

The Supplier is:

The title of the subject procurement is: **Provision of Wired Media (Optical Fiber Cable) Services for PERN Last-Mile Connectivity to Universities/HEIs across the North (A & B), Central, and South Regions of Pakistan (Phase-15)**

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

The Authority:

Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director H-9, Islamabad Capital Territory
+92-519-040-2256
saashah@hec.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director
H-9, Islamabad Capital Territory
+92-519-040-2256
saashah@hec.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.28%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the

Authority.

Number of GC Clause 23

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Higher Education Commission - HEC**

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For Physical Fitness having No Damages (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

The contract will be signed for a period of 10 years with linear payment throughout the contract period.

Delivery & Documents

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report;

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration in accordance with GCC clause 38.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P175470***

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director H-9, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on day of , [insert date of signing]
Corporate Seal (where appropriate)

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director H-9, Islamabad Capital Territory**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Provision of Wired Media (Optical Fiber Cable) Services for PERN Last-Mile Connectivity to Universities/HEIs across the North (A & B), Central, and South Regions of Pakistan (Phase-15) (*P175470*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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 GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Higher Education Commission - HEC (Higher Education Commision (HEC)), Assistant Director H-9, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

List of Universities/HEIs for PERN Connectivity

Information (Read-Only)

See Form Under Additional Forms and Documents: **List of Universities/HEIs for PERN Connectivity** (page number: 89)

PERN Phase-15 Fillable BOQ

Line-item BOQ to be entered by the respective bidders.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **PERN Phase-15 Fillable BOQ** (page number: 90)

Scope of Work

Scope of Work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Work** (page number: 92)

Bids Requirement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bids Requirement** (page number: 94)

Payment Terms & Conditions

Payment Terms & Conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Payment Terms & Conditions** (page number: 96)

Service Level Agreement (SLA)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Service Level Agreement (SLA)** (page number: 100)

List of Established PERN POPs

Information (Read-Only)

See Form Under Additional Forms and Documents: **List of Established PERN POPs** (page number: 102)

Accessories & Items

Information (Read-Only)

See Form Under Additional Forms and Documents: **Accessories & Items** (page number: 104)

ATP or PERN Link Commissioning Document [MC Fiber]

Information (Read-Only)

See Form Under Additional Forms and Documents: **ATP or PERN Link Commissioning Document [MC Fiber]** (page number: 105)

ATP or Link Commissioning Document [Dark Fiber]

Information (Read-Only)

See Form Under Additional Forms and Documents: **ATP or Link Commissioning Document [Dark Fiber]** (page number: 111)

Forms of Contract

Forms of the Contract

Information (Read-Only)

See Form Under Additional Forms and Documents: **Forms of Contract** (page number: 118)

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Procurement Forms

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Additional Forms and Documents

List of Universities/HEIs & Respective Details for PERN Connectivity Phase-15 (23 HEIs)

Sr. #	Name of University	City	Proposed Last Mile Mode	PERN Region	Proposed B-End (HEC POP)	Alternative HEC POP
1	Mukabbir University of Science & Technology	Gujrat	MC (Fiber)	Central	HEC POP LHR	-
2	UOE, Bank Road Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	HEC POP LHR, PU POP LHR
3	UOE, Lower Mall Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	HEC POP LHR, PU POP LHR
4	UOE, Multan Campus	Multan	Dark Fiber	Central	BZU-POP-Multan	-
5	ITU, Lahore	Lahore	Dark Fiber	Central	HEC POP LHR	GCU POP LHR, PU POP LHR
6	UOE, Faisalabad Campus	Faisalabad	Dark Fiber	Central	UAF-POP-Faisalabad	-
7	Nippon Institute of Advanced Science Sheikhupura	Sheikhupura	MC (Fiber)	Central	HEC POP LHR	-
8	Superior University Lahore (Raiwind Road)	Lahore	MC (Fiber)	Central	HEC POP LHR	-
9	Ganj Shakar University Pakpattan	Pakpattan	MC (Fiber)	Central	HEC POP LHR	-
10	University of Rasul, Mandi Bahauddin	Mandi Bahauddin	MC (Fiber)	Central	HEC POP LHR	-
11	Arid Agriculture University Sub Campus , Rawat	Rawalpindi	MC (Fiber)	North-A	HEC POP ISB	-
12	University of Agriculture Swat	Swat	MC (Fiber)	North-B	HEC PSH POP	HEC POP ISB
13	The University of Mirpurkhas	Mirpur Khas	MC (Fiber)	South	HEC-KHI-POP	-
14	Al-Kawthar University Karachi	Karachi	Dark Fiber	South	HEC-KHI-POP	CPSP POP, KU POP
15	Karachi Metropolitan University	Karachi	Dark Fiber	South	HEC-KHI-POP	CPSP POP, KU POP
16	IBA Sukkur University Ghotki Campus	Ghotki	MC (Fiber)	South	HEC-KHI-POP	-
17	Aror University of Art, Architecture, Design and Heritage Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	-
18	University of Loralai	Loralai	Dark Fiber	South	Loralai ADM	-
19	BUITEMS Zhob Campus	Zhob	Dark Fiber	South	Zhob ADM	-
20	University of Baluchistan – Sub Campus Kharan	Kharan	MC (Fiber)	South	HEC KHI POP	-
21	The Begum Nusrat Bhutto Women University Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	BUITEMS POP QTA
22	Shaheed Mir Sikandar Zehri University Khuzdar	Khuzdar	Dark Fiber	South	BUET Khuzdar	-
23	Al-Kawthar University, Tando Allah Yar, Sindh	Tando Allah Yar	MC (Fiber)	South	HEC-KHI-POP	-

PERN Phase-15 Tender - Bill of Quantities (BOQ) Table

Fillable Bidder Form

INSTRUCTIONS: Fill ONLY the yellow cells in each line item - (1) Quoted Unit Rate in PKR (per Km/Year for Dark Fiber, per Mbps/Year for MC Fiber), (2) Quoted Dark Fiber (KM) or BW (Mbps), and (3) proposed Completion Timeline in Days. Blue cells (Total Yearly Cost, Total 10 Years Cost, regional totals, grand totals and amounts in words) calculate automatically. Unit rate is a linear per-year cost, the same for all 10 years. Bids are evaluated on the lowest Grand Total 10 Years Contract Price of all regions.

Central Region (10 Universities/HEIs)

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber or Required BW	PER YEAR LINEAR COST: To be same for all 10 years				Completion Timelines 45 Days for MC & 60 Days For DF
							Quoted Unit Rate (Km/Year) or (Mbps/Year)	Quoted Dark Fiber or BW for MC Fiber	Total Yearly Cost	Total 10 Years Cost	
						KM or Mbps	PKR	KM or Mbps	PKR	PKR	Days
1	Mukabbir University of Science & Technology	Gujrat	MC (Fiber)	Central	Wateen ADM Gujrat	100					
2	UOE, Bank Road Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	9					
3	UOE, Lower Mall Campus, Lahore	Lahore	Dark Fiber	Central	GCU-POP-Lahore	10					
4	UOE, Multan Campus	Multan	Dark Fiber	Central	BZU-POP-Multan	9					
5	ITU, Lahore	Lahore	Dark Fiber	Central	HEC POP LHR	13					
6	UOE, Faisalabad Campus	Faisalabad	Dark Fiber	Central	UAF-POP-Faisalabad	12					
7	Nippon Institute of Advanced Science Sheikhupura	Sheikhupura	MC (Fiber)	Central	HEC POP LHR	100					
8	Superior University Lahore (Raiwind Road)	Lahore	MC (Fiber)	Central	HEC POP LHR	80					
9	Ganj Shakar University Pakpattan	Pakpattan	MC (Fiber)	Central	HEC POP LHR	150					
10	University of Rasul, Mandi Bahauddin	Mandi Bahauddin	MC (Fiber)	Central	HEC POP LHR	80					
Total Annual Cost for Central Region (10 Universities/HEIs)						Figure					
Total 10 Years Cost for Central Region (10 Universities/HEIs)						Figure					
						Words					

North-A Region (1 University/HEI)

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Required BW	PER YEAR LINEAR COST: To be same for all 10 years				Completion Timelines 45 Days for MC & 60 Days For DF
							Quoted Unit Rate (Mbps/Year)	Quoted BW for MC Fiber	Total Yearly Cost	Total 10 Years Cost	
						KM or Mbps	PKR	Mbps	PKR	PKR	Days
11	Arid Agriculture University Sub Campus, Rawat	Rawalpindi	MC (Fiber)	North-A	HEC POP ISB	80					
Total Annual Cost for North-A Region (1 University/HEI)						Figure					
Total 10 Years Cost for North-A Region (1 University/HEI)						Figure					
						Words					

North-B Region (1 University/HEI)

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Required BW	PER YEAR LINEAR COST: To be same for all 10 years				Completion Timelines 45 Days for MC & 60 Days For DF
							Quoted Unit Rate (Mbps/Year)	Quoted BW for MC Fiber	Total Yearly Cost	Total 10 Years Cost	
						KM or Mbps	PKR	KM or Mbps	PKR	PKR	Days
12	University of Agriculture Swat	Swat	MC (Fiber)	North-B	HEC PSH POP	100					
Total Annual Cost for North-B Region (1 University/HEI)						Figure					
Total 10 Years Cost for North-B Region (1 University/HEI)						Figure					
						Words					

South Region (11 Universities/HEIs)

Sr. #	Name of University	City	Last Mile Mode	PERN Region	Proposed B-End(POP)	Tentative Dark Fiber or Required BW	PER YEAR LINEAR COST: To be same for all 10 years				Completion Timelines 45 Days for MC & 60 Days For DF
							Quoted Unit Rate (Km/Year) or (Mbps/Year)	Quoted Dark Fiber or BW for MC Fiber	Total Yearly Cost	Total 10 Years Cost	
						KM or Mbps	PKR	KM or Mbps	PKR	PKR	Days
13	The University of Mirpurkhas	Mirpur Khas	MC (Fiber)	South	HEC-KHI-POP	200					
14	Al-Kawthar University Karachi	Karachi	Dark Fiber	South	HEC-KHI-POP	8					
15	Karachi Metropolitan University	Karachi	Dark Fiber	South	HEC-KHI-POP	9					
16	IBA Sukkur University Ghotki Campus	Ghotki	MC (Fiber)	South	HEC-KHI-POP	140					
17	Aror University of Art, Architecture, Design and Heritage Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	13					
18	University of Loralai	Loralai	Dark Fiber	South	Loralai ADM	13					
19	BUITEMS Zhob Campus	Zhob	Dark Fiber	South	Zhob ADM	7					
20	University of Baluchistan – Sub Campus Kharan	Kharan	MC (Fiber)	South	HEC KHI POP	100					
21	The Begum Nusrat Bhutto Women University Sukkur	Sukkur	Dark Fiber	South	IBA Sukkur, POP	18					
22	Shaheed Mir Sikandar Zehri University Khuzdar	Khuzdar	Dark Fiber	South	BUET Khuzdar	3					
23	Al-Kawthar University, Tando Allah Yar, Sindh	Tando Allah Yar	MC (Fiber)	South	HEC RC Karachi POP	100					
Total Annual Cost for South Region (11 Universities/HEIs) PKR						Figure					
Total 10 Years Cost for South Region (11 Universities/HEIs) PKR						Figure					
						Words					

Total Annual Contract Price (All Regions) PKR	Figure	
Grand Total 10 Years Contract Price (All Regions) PKR	Figure	
	Words	

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SCOPE OF WORK

1. INTRODUCTION

This Bidding Document is in context of the Pre-Qualification Tender earlier executed and finalized by the Higher Education Commission under which the Bidders have already been pre-qualified and notified accordingly. The Pre-qualified Bidders can only bid in their respective Regions as and when requested by HEC for its PERN facility during the course of pre-qualification (i.e. three (03) years) for Provision of Wired and Wireless Media Services for PERN Last-Mile and Long-Haul Connectivity in the North, Central, and South Regions of Pakistan.

HEC now intends to select from the Pre-qualified Bidders, in the Regions(s) for which they have been declared pre-qualified by HEC, against this Bidding Document for providing connectivity to the universities/ institutes to the nearest respective PoP(s) mentioned in Annexure-I while quoting the costs as per details given in Annexure-II using BOC template in Annexure-III.

2. SCOPE OF WORK

This scope of work under this bidding document involves Leasing of Wired and Wireless Media Services for PERN Last-Mile and Long-Haul Connectivity in the North, Central, and South Regions of Pakistan. i.e., Ten (10) years (extendable), in the following regions/ cities:

Region	Cities
North A	Islamabad, Rawalpindi, Taxila, Wah Cantt and other(s)
North B	Abbottabad, Bannu, Chitral, Dera Ismail khan, Dir (Lower), Dir (Upper), Haripur, Havelian, Khanspur, Kohat, Mansehra, Mardan, Nowshera, Peshawar, Swabi, Swat, and other(s)
North C	Kotli, Mirpur, Muzaffarabad, Rawalakot, Skardu, Gilgit Baltistan and other(s)
Central	Attock, Bahawalpur, Bahawalnagar, Chakwal, Depalpur Dera Ghazi Khan, Faisalabad, Gujranwala, Gujrat Jhang, Kamra, Kasur, Lahore, Layyah, Mianwali, Multan Rahimyarkhan, Sahiwal, Sargodha, Sialkot, TobaTek Singh, Vehari and other(s)
South	Dadu ,Ghotki, Hyderabad, Kalat, Karachi, Kech, Khuzdar, Larkana, Lasbela, Loralai, Mithi, Nasirabad, Pishin,Quetta, Sukkur, Tandojam Thatta, Zhob, Turbat, Gwadar and other(s)

These universities/institutes (Spurs) will be connected through wired or wireless media to their nearest respective PoPs. (See Annexure-II) or most feasible PoP mentioned

at Annexure-I in any best configuration with respect to bidders Network.

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BID REQUIREMENTS

The Pre-qualified Bidders are required to send their response according to the requirements mentioned as below;

1. Pre-qualified Bidders should submit their financial proposal in a sealed envelope according to Bill of Cost (BoC) shared in Annexure-III and Annexure-IV along with the Completion Timelines (Segments wise) and Length (Km) (Already laid and to be laid) for the connectivity of universities/ institutes as requested in Annexure-II.

2. The Prequalified Bidders must provide project execution plan with the Proposal, including completion timelines for each site.

3. Proposal should include Design proposal with layouts, diagrams (Google Earth Maps, Google Earth Map Files (Kmz), Visio maps), etc. after conducting the detailed survey of the sites (if required). After deployment actual Fiber Route KMZ to be submitted in Soft form to HEC for all sites.

4. Prequalified Bidders may quote for single or multiple Regions including all wired and wireless Segments in their respective Region(s). However, each region will be treated as whole and independent of any other region(s).

5. HEC reserves the right to drop any College/University(s)/Institute(s) mentioned at Annexure II at the time of issuing of the Work/Purchase order.

6. If any segments are missing in Bidder's respective region(s) for which Bidder has submitted quotes, the Bid is likely to be rejected.

7. For Dark Fiber Bidders are required to quote One Dark Optical Fiber Pair lease services for the universities/ institutes under 70 Km distance to respective nearest PERN2 PoP or designated ADM node.

8. For connectivity of HEIs, B-end are proposed by the HEC. Moreover, details of all PERN POP and ADM sites are shared at Annexure-I.For sites / cities with multiple POPs, Vendor can choose any different option as well instead of proposed option, if more feasible as per there network. However, in specific cases like backup links etc, HEC can explicitly define B-ends. These options are also shared in Optional / Other B-End POPs column in Annexure II.

9. Maximum Completion time for the Wired-Dark Fiber Segment(s) in a Region is 60 calendar days and 45 Calendar days for Wired or Wireless-Managed Capacity Segment(s) (The Completion timeline for all the wired and wireless segments in a respective Region will be started from the date of issuing of Work/Purchase Order to selected Bidder). The contractor will submit the project plan & completion timelines for each site in response to the Work / Purchase order issued.

10. The maximum bid validity period shall be 180 days from the date of submission, inside which HEC will issue a letter of intent (LOI) to the successful bidder, which will be followed by a Purchase Order (PO) to kick off the project. The agreement can be signed after the issuance of the PO. HEC may issue PO in batches/groups or site-wise to the successful bidders.

11. The completion timelines for each segment submitted by the bidder at the time of bid will be effective from the date of issuance of Work / Purchase order (PO).

12. Before bid submission and deployment, the vendor shall coordinate with the designated HEC and customer POCs to confirm the intended site and GIS coordinates. During the final survey, the vendor shall finalize the fiber route (for wired connectivity) or tower installation site (for wireless connectivity) with the customer's consent. Any changes to GIS coordinates or site details must be referred to HEC for approval before deployment. The vendor shall be solely responsible for ensuring installation at the correct site. HEC shall not be responsible for any deployment carried out without the consent of the designated POCs, and all costs arising from deployment at an incorrect or unauthorized site shall be borne by the vendor.

13. The contractor shall start deployment / commissioning of the sites/links after issuance of the PO.

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PAYMENT TERMS AND CONDITIONS

1. Linear payments model shall be quoted in the bids i.e. equal payments of all years.

2. No payments will be made in advance and all payments made to the vendor shall be subject to the deduction of withholding tax on payments of invoices according to the applicable and prevailing tax law in the country provided no copy of the exemption certificate is given to the HEC.

3. Vendor shall submit the Post Biannual Invoice as per payment schedule along with the SLA report against each region after completion of the project (all segments in the respective region must be handover to HEC for the invoice to be processed), payable amount for each segment shall be starting from the date of handover of the segments/link. After the payment is due (as per post payment schedule), the amount will be paid to the contractor within 30 working days of submission of the invoice subject to the fulfillment of all necessary documentation for invoice acceptance.

4. If HEC disputes an invoice in whole or part, HEC shall within 14 working days after receipt of the acceptance of the invoice, notify vendor of the item disputed specifying the reason, and payment of the disputed items may be withheld until settlement of the dispute(s). Timely payments shall be made of any undisputed portion. Payments shall be released after deduction of taxes as per law(s) applicable at the time of payment. Payments shall be made through crossed cheque(s) in the name of vendor.

5. Terms and conditions as referred in Pre-qualification document will be applicable at minimum.

6. Response/Bid received after due date and time will not be accepted.

7. Bid must be inclusive of all applicable Government Taxes.

8. The proposals will be evaluated on the basis of least cost as per clause 6.

9. If there is a discrepancy between unit price and total price in the submitted quotations as and when asked by HEC from the selected bidders which are obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in addition totaling, that shall be corrected. If the bidder does not accept the corrected amount of proposal, his quotation shall be rejected.

10. After award of work, HEC shall issue the Letter of Intent (LOI) to the successful bidder and then purchase / work order. On receiving of work order/PO, contractor shall immediately start deployment work and shall be bound to complete all sites deployment within 60 calendar days for Dark Fiber and 45 calendar days Managed Capacity segments respectively. In case HEC/HEI has asked contractor to hold deployment on temp basis, those days will not be counted in delivery timelines. Contract Agreement on the stamp paper worth Rs.100/- shall be executed by HEC with selected prequalified bidder (i.e. contractor) after issuance of Work Order/PO.

11. In case of delay, the Executive Director, HEC reserves the right to impose a penalty not exceeding 10% of the total first year contract amount (YRC) of the Agreement at the rate of two percent (2%) for each week of delay in handing over segments(s).The timeline for delivery of sites shall start from date of issuance of Purchase / Work order.

12. If the firm/Vendor fails to complete work in its designated Region, the Executive Director, HEC reserves the right to reject it altogether or impose a penalty not exceeding 50% of the total amount of that region.

13. If the work progress is not up to the satisfaction of HEC, the ED(HEC) has the right to cancel the order, get the work done by some other contractor/Firm and may impose the penalty to first party to pay any amount in excess of the agreed amount, the difference will be recovered from the second party.

14. At the time of procurement, the payment will be scheduled as per provision. HEC may consider any other alternative arrangement for payment that falls in the legal framework of the Government of Pakistan (GoP) at the time of contract signing with the selected bidder.

15. The Earnest Money deposited by the selected bidder at the time of bid submission will be released after submission of the 10% performance Bank Guarantee equal to first year contract value at time of contract signing. Moreover, earnest money submitted by unsuccessful bidders will be released after the issuance of LOI to the successful bidder.

16. The total yearly payment is subject to the total actual fiber segment length verified through OTDR traces as part of the acceptance testing process (ATP) and BoC will be revised according to the OTDR values. If the fiber length measured by OTDR (based on existing requirements of HEC only) is greater than the quoted fiber length in BoC (provided by potential bidders) then the quoted fiber length in BoC will be considered.

17. The yearly cycle can be started from any date during the effective PO period (site completion period after PO issuance i.e. 60 calendar days for dark fiber and 45 calendar days for Managed Capacity as per bids) or shall start from the effective last completion timeline date as per PO Issued for sites. The sites which are still pending and not delivered despite passing of the delivery date, shall only be paid for remaining period of the yearly cycle starting from their commissioning date.

18. In case of wireless last-mile, the contactor must ensure that there is no frequency interference or jamming issue, hence high-quality DRS /Wireless equipment to be used. If still issue is faced, the vendor will provide the alternative solution or shift the link to wired medium. The installation of the required tower for DRS/wireless system is also responsibility of bidder. Also maintaining LOS is the vendor responsibility and for this purpose any tower height enhancement is required, it will be done by the vendor without any cost.

19. In case of any dispute arise between the parties i.e. HEC and contractor under this contract at any stage, the matter will be referred to Executive Director HEC who shall decide the matter within 30 days. In case of disagreement to ED HEC decision and if both the Parties are unable to resolve any dispute within thirty (30) days of submission of the Executive Director HEC, either Party shall only be entitled to refer the aforesaid dispute to arbitration (after exhausting reconciliation reference to ED HEC) as provided hereunder:
    I. Each Party shall appoint its respective arbitrator within fifteen (15) days of a written notice sent by either Party demanding arbitration. The law of arbitration applicable in Pakistan shall be followed.
    II. The two (02) arbitrators shall jointly nominate an Umpire within thirty days of their appointment.
    III. All arbitrators shall be familiar with international telecommunication

business and practices.

IV. The arbitration shall be conducted in accordance with the provisions of Arbitration Act, 1940 as may be amended from time to time.

V. Each Party shall pay its own legal expenses and the costs of the arbitration shall be shared equally.

VI. The place of arbitration shall be Islamabad, Pakistan.

20. HEC reserves the right to drop any University(s)/Institute(s) mentioned at Annex-II at any time on expiry of three months' notice served against unsatisfactory link performance or under force majeure circumstances resulting in discontinuity of the link or closure of the link from Institute end. BoC shall be revised and amended accordingly.

21. HEC reserves the right to drop any University(s)/Institute(s) mentioned at Annex-II at the time of issuing of work order to the shortlisted bidder. Moreover, mentioned bandwidth required for Managed Capacity link is considering future requirements and growth. The current requirement may be lower and payments shall be as per actual bandwidth used according to the per unit bandwidth rate. For any managed capacity link bandwidth can be increased to maximum required limit at any time. The contractor will obtained actual bandwidth from HEC at time of configuring of Managed Capacity links.

22. If at any stage of the contract, any HEI with managed capacity link demands higher bandwidth than as locked in the contract, the vendor shall immediately enhance at same or lower unit rate as mutually agreed. BOC will be revised.

23. In case of any HEI shifts campus in later stages, MRC will remain same as already locked in the contract for that site and only actual shifting cost shall be paid to the vendor. The OTC (if any) and MRC calculation will be according to the contractually locked rates. The Firm will share the shifting BoQ with HEC and it will be shared with the respected HEI by HEC. The HEI that is shifting its campus will pay the OTC amount to HEC.

24. Outside plant (OSP) fiber cable damaged or any rerouting required to avoid damage would be at the cost of the vendor. Similarly, inside HEI premises, vendor will ensure proper cable routing with approval / consent of the respective institute (proper written approval or signatures) and shall maintain the consent record. In case of any rerouting of fiber route is required due to poor planning of fiber route at first place, vendor shall be responsible.

25. After issuance of PO to the successful bidder, the contractor will not contact or offer directly or indirectly any of the sites included in the contract, any direct or indirect connectivity, during the complete contractual period, to avoid conflict of interest.

26. After the signing of the contract, any new site/link can be connected as repeat order and if a site not feasible with the successful bidder of any region, then it can be assigned to the runner up of the region (who has been awarded any other region) at the unit rate offered by the winner for other sites of that region. Site of a different region can be connected. Additional sites as per requirement from any of Region in RFP can be connected under subsequent contracts.

27. Following the directives received from the Government of Pakistan or under the definition of Force Majeure events/circumstances, HEC shall have unconditional power of revocation or cancellation of the contract at any time on expiry of six months' notice.

28. HEC may stop the fiber / capacity lease for any of the link after the completion of three years of the project, after giving a three months' notice.

29. It will be the responsibility of the vendor to contact HEC to schedule the acceptance testing process (ATP) for dark fiber and managed capacity sites as per the document shared by HEC later and the vendor will ensure that the ATP document is signed by the respective site POC and PERN/HEC representative as well. Also in case of non-availability of equipment at customer site, the vendor will arrange the required equipment for testing of the link and attached results with ATP.

30. Once all sites are deployed and tested, the vendor will share the handing over certificate for the project as per the prescribed template. HEC to share final acceptance certificate.

31. The vendor will follow deployment standards for fiber deployment. Moreover, inside the premises, they will use marker signs: the locations for permanent markers, including size and type, should be shown on the work and use bury printed warning tapes.

32. If requested by HEC/HEI, the vendor shall temporarily upgrade the bandwidth of managed capacity links, on FOC basis, for a period up to one month to accommodate any event-related requirements at the HEIs.

33. Also, it is the responsibility of the vendor to finalize the fiber route or tower installation site (for wireless cases only) with the consent of the customer during final surveys. The vendor will also provide fiber route diagram of fiber deployed inside the premises.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Service Level Agreement

1. For Maintenance and Operation, the contractor will be required to sign a Service Level Agreement (SLA) (the potential bidder shall attach a draft SLA as annex in its Proposal) and the same will be reviewed and amended as per HEC requirements. The SLA shall as a minimum include the following procedures:

2. Helpdesk availability and fault reporting.

3. The selected bidder will be responsible for end-to-end management of the link. HEC will report any faults to contractor Helpdesk, available on 24 x 7 basis, by phone and email. Contractor will provide automated Trouble ticket mechanism with escalation levels to report and record the complaints.

4. Response time of contractor's field team at PERN2 site, all days, 24 x 7, will by minimum 2 hours from the time of reporting the fault at contractor's NOC/Helpdesk.

5. Availability / Physical layer connectivity:
   i. Contractor will ensure guaranteed minimum 99.7% uptime of any single segment/link.
   ii. If accumulated or any single outage on a link is more than 29 hours in a month and repeated in any two months of a year, contractor will make alternate arrangement to provide connectivity through all means at its disposal and cost on best effort basis on the primary mode of respective link.
   iii. Subsequent to each fault, the selected bidder must provide a report on the nature of the fault, the action taken to correct it, and the time to restore service. Should there be more than one fault during any calendar month, a single report covering all faults in that month will be sufficient.

6. Financial penalties on the Contractor due to non-availability of the network shown in percentage of a monthly charge without discount must be at least the following:

Network Availability (% of 720 hours)(per month)	**Hours** (Outage/downtime Per Month) (Accumulative)	**Deduction/Penalty** (%) of fiber lease cost per month per km for affected links)
100% - 99.7% (Guaranteed uptime)	0 – 2 hrs	0%
99.7% - 99.2%	2 – 6 hrs	10%
99.2% - 98.6%	6 – 10 hrs	30%
98.6% - 97.8%	10 – 16 hrs	50%
97.8% - 97.2%	16 – 20 hrs	70%
97.2% - 96.7%	20 – 24 hrs	80%
96.7% - 96.0%	24 - 29 hrs	100%
Less than 96%	More than 29 hours	Redundant link on the disposal and cost of vendor

7. Penalties shall be imposed considering the SLA achieved as per percentage slabs shared in Network availability column in above table.

8. Above mentioned uptime will be calculated accumulated over period of one month. If accumulated or any single outage on a link results in SLA less than 96% in a month and repeated in any two months in a year, Vendor shall make alternate arrangement to provide connectivity through all means at its disposal and cost on best effort basis to ensure committed SLA. Moreover, multiple event occurrence in the same month may lead to cancellation of order and segment payment to vendor shall be stopped.

9. If on any link Committed Contractual SLA is not maintained by the vendor, and the vendor is unable to provide backup or improve link performance, then HEC may get any means of a backup link from any other available service provider and cost of the backup link shall be deducted from the contractual payments of primary link vendor.

10. If the firm opts to provide a FOC backup link for the protection of the primary link, then no penalty will be deducted if services are operational on the backup link in case the primary link fails.

11. The firm will share proper detailed RCA after the resolution of each outage. In case of no RCA is shared against any outage, it will be considered an outage due to vendor end issues.

12. Calculation of SLA:
    i. Invoice without calculation of SLA will not be entertained. Contractor will be liable to share SLA 15-days prior to the submitting of the invoice. Delay in submission of invoice will not cause any obligation to HEC.

It will be the responsibility of contractor to reconcile penalties with PERN-NOC on monthly basis else HEC end outages shall be considered

Location of Established/ Extended PoP(s) in Metro Network Region Wise

S#	Abbreviations	University/Institute Name	PoP (Established/Extended)	Coordinates	
				Longitude	Latitude
North-A					
1.	AU	Air University, Islamabad	Established LA-PoP	33°42'48.78"N	73° 1'29.09"E
2.	FJWU	Fatima Jinnah Women University, Rawalpindi	Established LA-PoP	33°35'10.10"N	73° 3'51.65"E
3.	HEC	Higher Education Commission, Islamabad	Established RA-PoP	33°40'21.72"N	73° 3'17.77"E
4.	QAU	Quad-e-Azam University, Islamabad	Established LA-PoP	33°44'51.33"N	73° 8'11.22"E
North (B)					
5.	HEC	Higher Education Commission Peshawar	Established sRA-PoP	33°59'28.56"N	71°26'33.46"E
6.	CUI	COMSATS Abbottabad	Established LA-PoP	34°11'51.7"N	73°14'50.0"E
Central					
7.	HEC	Higher Education Commission Lahore	Established RA-PoP	31°30'38.41"N	74°21'10.40"E
8.	PU-New	Punjab University New Campus Lahore	Established LA-PoP	31°30'9.98"N	74°18'31.26"E
9.	GCU	Government College University Lahore	Established LA-PoP	31°34'29.33"N	74°18'27.03"E
10.	UAF	University of Arid Agriculture, Faisalabad	Established sRA-PoP	31°25'60.00"N	73° 4'9.84"E
11.	BZU	Bahudin Zakria University DG KHAN	Extended PoP	30°40'27.94"N	73° 5'34.60"E
12.	UoS	University of Sargodha, Sargodha	Extended PoP	32° 4'27.69"N	72°41'1.92"E
13.	UoS	University of Sahiwal	Extended PoP	30°40'46"N	73°5'30"E
14.	PU	Punjab University Campus Gujranwala	Extended PoP	32°11'24.22"N	74° 9'11.47"E
15.	BZU	Bahuddin Zakria University, Multan	Established sRA-PoP	30°16'16.54"N	71°30'19.11"E

16.	IUB	Islamia University Bahawalpur	A-POP	29°22'42.35"N	71°45'32.95"E

		South			
17.	CPSP	College of Physicians & Surgeons Pakistan	Established LA-PoP	24°50'15.40"N	67° 3'31.86"E
18.	HEC	Higher Education Commission, Regional Center, Karachi	Established cRA-PoP	24°53'16.79"N	67° 3'56.41"E
19.	UoK	University of Karachi,	Established LA-PoP	24°56'21.98"N	67° 7'14.49"E
20.	USINDH	University of Sindh, Hyderabad	sRA-PoP	25°25'05.4"N	68°15'43.9"E
21.	BUITEMS	Baluchistan University of Information Technology, Engineering and Management Sciences	sRA-PoP	30°16'10.1"N	66°56'23.9"E
22	QUEST	Quaid-e-Awam University of Engineering, Science and Technology, Nawabshah	sRA-PoP	26°14'04.6"N	68°23'08.9"E
23	SMBBMU	Shaheed Mohtarma Benazir Bhutto Medical University, Larkana	sRA-PoP	27°24'07.0"N	68°10'06.6"E
24	IBA	Institute of Business Administration, Sukkur	sRA-PoP	27°43'34.3"N	68°49'10.3"E
25	IBA-IET	IBA-IET Khairpur	sRA-PoP	27°31'41.4"N	68°45'29.4"E

Location of Established/ Extended PoP(s) in Long Haul Network

Sr. No	Termination Site	City	Longitude	Latitude
1.	Taxila ADM	Taxila	33.72219	72.80725
2.	Noshera ADM	Noshera	34.02008	71.99625
3.	Mardan ADM	Mardan	34.16817	72.02479
4.	Kohat ADM	Kohat	33.52023	71.47849
5.	D.I. Khan ADM	D.I. Khan	31.80068	70.88405
6.	Sargodha ADM	Sargodha	32.10756	72.72494
7.	Bahawalpur ADM	Bahawalpur	29.42896	71.65655
8.	Sukkur ADM	Sukkur	27.70083	68.87917
9.	Nawabshah ADM	Nawabshah	26.2574	68.38809
10.	BUITEMS ADM	Quetta	30.269477,	66.939961
11	Okara ADM	Okara	30.78422743,	73.48325246

Note: *Universities/institutes may connect to above-mentioned PoPs in any best configuration with respect to bidders Network. Bidders are required to provide complete actual and logical diagram when HEC will requests for connectivity of new universities and ask for Quotations.*

ACCESSORIES ITEMS AND TERMS

1. In case of Dark Fiber or Last mile Fiber, the vendor will provide (FC/SC/LC whichever is applicable) patch cord at both ends. Moreover, if patch cord/SFPs gets faulty any time during the contract duration, vendor will be responsible to replace it.

2. Selected bidder will be responsible to provide Manageable Optical Switch, Manageable Media Convertor with 2 x SFP supported Gig Interface and 2 x Gigabit Ethernet (Electrical Interface) or ONT for Manage Capacity Links with one SFP for each Manage Capacity link as per distance of the last mile fiber in ATP. Moreover, for Dark Fiber, bidder will provide dual strand SPF in pair for each Dark Fiber segment, as per the segment length (for Dark Fiber) respectively as per ATP. Patch cords will also be provided by vendor required in each case.

3. In case of Managed Capacity, if required, the selected bidder will configure two VLANs for each site in order to carry internet and intranet traffic separately.

4. For sites whose B-end is not an established PoP, selected bidder will be responsible to provide Manageable Optical switch / OBU. Sites where optical switch /OBU may be required will be identified in Annexure II.

5. The vendor shall be responsible for providing SLA & warranty for any of the associated equipment (like in 8.2) used in any of the segment/link for the complete duration of contract.

6. At the time of commissioning, selected bidder must provide comprehensive documentation of
   i) In case of metro fiber – Optical Fiber laid including diagrams, labelling, schematics, and configurations, SOPs, training and training Manuals etc.
   ii) In case of Wireless – SOPs, labeling, and a high-level training to interact with first level support of the vendor.

8.7 POC details and coordinates for each sites will be shared separately. Moreover, at time of feasibility / prior to deployment, selected vendor will reconfirm the site GPS/Google coordinates from the provided POCs of Universities / Institutes. The vendor will be solely responsible for deployment at any wrong site other than the intended site and it will be their responsibility to rectify and ensure installation at intended site. HEI / Customer premises end deployment to be done first.

8.8 If the provided POC, changes the location of the provided sites (university / Institute), it is responsibility of selected vendor to reconcile with HEC in written for any such changes.

8.9 For any site, with a secondary or backup or redundant link requirements as listed in Annexure-II, the vendor will ensure end-to-end redundant link which shall be independent route to primary link route. In case of simultaneous outages, HEC may stop payments of one link.

8.10 During the contract duration, the vendor will be responsible for the O&M and support of the provided accessories along with the media/link like media converter/ONT, SFP/ patch cords shall be provided/replaced by the service provider. In case the installed accessories / equipment gets faulty, it will be replaced by the bidder during the contract period as part of the O&M

MPLS / Managed Capacity

Commissioning and Acceptance Test Procedure (ATP) Report

Name of Link: _____

City: _____

A End Site Name/ID: _____

B End Site Name/ID: _____

Last Mile Media (Fiber or Wireless)_____

Link Testing Performed on (date): _____

1	Introduction	
2	Test Tools/Applications	
3	Link Test Values:	
4	Punch List	
5	Signature of Approval	

1. Introduction:

General:

The document describes the procedures for MPLS/Managed Capacity Acceptance Tests.

Responsibility:

Tests are the responsibility of **[BIDDER],** who have to submit the ATP to HEC after completion of the process and necessary signing.

2. Test Tools/Applications:

Test tools and applications like IPERF, MGEN, NPM, MRTG, MTU route, P2P Ping Test (delay and jitter) and CRC are required for testing and will be arranged by **[BIDDER].** Also please share below details :

- Test performed on Customer Equipment or [BIDDER] equipment_____
- Customer IT Room is Ready (Yes/No) _____
- Customer end Equipment is Available _____
- Link is connected & tested with customer Router (if available)_____
- Last Mile Fiber Segment Length _____ or in case of wireless, end to end distance between two wireless nodes_____ and height of tower at customer end is _____ and tower installed (on rooftop or ground) _____.
- Name of all of the Equipment (active/passive) installed by [BIDDER] at the customer end_____ ([BIDDER] to please attach pictures of all installed equipment + E2E Topology diagram as well)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

3. Link Test Values:

Provisional Acceptance Criteria for Managed-capacity and MPLS-L2 Links										
	Check Link Distance	Threshold Values				Actual Link Values				Status
Link type	Distance	P2P delay MIN/AVG/MAX (MS)	P2P loss/1000 packets with 1500 bytes	Link MTU	CRC (Ingress/Egress) packets	P2P delay MIN/AVG/MAX (MS)	P2P loss/1000 packets with 1500 bytes	Link MTU	CRC (Ingress/Egress) packets	OK / Not OK
MPLS/Managed Capacity	0--20km	2/3/9 ms	0%	1500	0/0					
	21km--40km	5/7/15 ms								
	41km--60km	7/4/22 ms								
	61km--80km	9/5/28 ms								
	81km--100km	12/5/35 ms								
	101km--120km	15/25/48 ms								
	121km---140km	13/21/47 ms								
	141km--160km	15/27/53 ms								
	161km---269km	7/11/89 ms								

4. Punch List

Please fill the Punch List given below after completing all the tests. Please attach the required items/test reports with this ATP (By [BIDDER]).

Customer IP Pool_____

Customer WAN IP_____

Customer Gateway_____

Sr. #	Items to Check	Detail	Yes	No	Snags Observed
1	Network Diagram	Clearly mention all devices occurring in the E2E Connectivity			
2	IPERF	To verify link capacity and stability			
3	P2P Ping Delay	To verify the delays in the traffic, also mention the distance of the link			
4	P2P CRC Error	CRC error must be Nill			
5	Ping Test Stats	Customer Equipment to HEC Equipment			

Remarks:_____

_____

_____

_____

_____

5. Link Capacity:

_____

As per test performed, below capacity is delivered on this link

- Vlan 1 _____ Mbps
- Vlan 2_____ Mbps
- Aggregated_____ Mbps

6. Signature of Approval of Successful Acceptance Test Procedure (ATP):

This is to acknowledge and confirm that the deployment of PERN Link at this site is completed and handed over to the university/Institute/college after successful link testing in presence of a university representative. Now the link is ready to be used by the University. Furthermore, after handing over the link, the link utilization is the responsibility of the University/Institute/College.

University/College/Institute Representative:

Name: _____ Designation: _____

Email ID: _____ Phone: _____

Signature: _____ Date: _____

Comments:

_____
_____
_____

[BIDDER] Representative:

_____

Name: _____ Designation: _____

Signature: _____ Date: _____

Comments:

_____
_____
_____
_____

HEC-PERN Representative:

Name: _____ Designation: _____

Signature: _____ Date: _____

Comments:

_____
_____
_____
_____

Fiber Optic Cable Pair

Commissioning and Acceptance Test Procedure (ATP) Report

Name of Link: _____

City: _____

A End (University/Site) Name/ID: _____

B End POP / Drop Site Name/ID: _____

GIS of University / Site were PERN connectivity provided_____

1	Introduction	
2	Fiber Optic Cable Information	
3	Insertion Loss Test at 1310 nm	
4	Insertion Loss Test at 1550 nm	
5	OTDR Testing	
6	Punch List	
7	Signature of Approval (Signed by all representatives)	

1. Introduction:

General:

The document describes the procedures for Fiber Optic Cable Acceptance Tests.

Responsibility:

Tests are the responsibility of [BIDDER].

Test Equipment:

Test Equipment and instruments like OTDR, Power Source, Power Meter, Attenuator, Fiber Optic cleaning kits etc, required for testing will be arranged by [BIDDER].

2. Fiber Optic Cable Information:

1. Type of Fiber Optic Cable: _____
2. No of Fibers Pairs in Cable: _____
3. Allocated Fiber Pair Numbers:_____
4. Length of Optical Fiber Cable Laid in KMs (L):_____
5. Ring Protection for the Link:[Yes/No]_____
6. Cable Laying Route Diagram with Splice highlighted: [Yes/No] _____
7. No of Fusion Splices in the Cable: _____
8. Interface Connector on [BIDDER] ODF: [SC/LC]_____
9. Complete Data Sheet of the cable is attached [Yes/No]:_____

Remarks:_____
_____
_____
_____

3. Insertion Loss Test at 1310 nm:

Section under test:_____

Testing end "A":_____

Testing end "B":_____

Operating Wave Length: _____1310 nm_____

OTDR Length (KMs) "L":_____

Acceptance Fiber Loss (db/Km) "P":_____0.38_____

Acceptance Splice Loss (db) "S":_____.05_____

Number of in-Line Splices "N":_____

No. of Connectors "C":_____

Acceptable Connectors Loss (db) "X":_____0.5_____

Installation Margin (db) "IM":_____1.0_____

Limit:	LP+NS+CX+IM = db.Max (_____x0.38) + (_____x0.05) +(_____x 0.5) + (1.0) = _____ db.Max

	Direction A to B		Direction B to A		Loss Direction		Average Loss	Remarks
Fiber No.	Send Level dbm	Received dbm	Send Level dbm	Received dbm	A - B db	B - A db	db	
1								
2								
3								
4								

Remarks:

_____
_____
_____
_____
_____
_____

4. Insertion Loss Test at 1550 nm:

_____

Section under test:_____

Testing end "A":_____

Testing end "B":_____

Operating Wave Length: _____1550 nm_____

OTDR Length (KMs) "L":_____

Acceptance Fiber Loss (db/Km) "P":_____.25_____

Acceptance Splice Loss (db) "S":_____.05_____

Number of in-Line Splices "N": _____

No. of Connectors "C":_____

Acceptable Connectors Loss (db) "X":_____0.5_____

Installation Margin (db) "IM":_____1.0

Limit:	LP+NS+CX+IM = db.Max (_____x0.25) + (_____x0.05) +(_____x 0.5) + (1.0) = _____ db.Max

	Direction A to B		Direction B to A		Loss Direction		Average Loss	Remarks
Fiber No.	Send Level dbm	Received dbm	Send Level dbm	Received dbm	A - B db	B - A db	db	
1								
2								
3								
4								

Remarks:_____

_____

_____

5. OTDR Testing:

1. Attach OTDR Trace Diagram print out or provide Softcopy of OTDR trace and test results:[Yes/No]_____
2. Fiber Optic Cable Attenuation Coefficient Measured with OTDR [db/km]:_____
3. Individual Splice/Connector Loss Testing:

Section under Test:

Testing End A: _____

Testing End B: _____

Section Length:

Actual Length Measured by OTDR: _____

Cable Laid as per Splicing Plan [Yes/No]: _____

Maximum Allowance of Fusion Splice Loss: 0.1-0.2 db

OTDR Settings:

Operating Wave Length: _____

Refractive Index: _____

Averaging Time: _____

Backscatter Coefficient: _____

Smooth: _____

Point Spacing: _____

Range: _____

Pulse Width: _____

Remarks:_____
_____
_____
_____

6. Punch List

Please fill the Punch List given below after completing all the tests:

Sr #	Items to Check	Detail	Yes	No	Snags Observed
1	**Fiber Optic Cable Information**	Fiber Optic Cable information has been completely provided.			
2	**Insertion Loss Test at 1310 nm**	Insertion Loss Tests Results are according to the expectation.			
3	**Insertion Loss Test at 1550 nm**	Insertion Loss Tests Results are according to the expectation.			
4	**OTDR Testing**	OTDR Tests Results are according to the expectation.			

Remarks:_____
_____
_____
_____
_____

7. Signature of Approval of Successful Acceptance Test Procedure (ATP):

This is to acknowledge and confirm that the deployment of PERN Link (last mile) at this site is completed and handed over to the university/Institute/college after successful link testing in the presence of a university / College representative. Now the link is ready to be used by the respective Institute. Furthermore, after handing over the link, the link utilization is the responsibility of the University/Institute/College.

University/College/Institute Representative:

Name: _____ Designation: _____

Email ID: _____ Phone: _____

Signature: _____ Date: _____

Comments:

[BIDDER] Representative:

Name: _____ Designation: _____

Signature: _____ Date: _____

Comments:

_____

HEC PERN Representative:

Name: _____ Designation: _____

Signature: _____ Date: _____

_____

Forms of Contract

1. General:

1) [SUCCESSFUL BIDDER] shall execute and implement the Project as mentioned in Clause (1), in accordance with this Agreement and as per ***Schedule-C***.
2) In consideration of [SUCCESSFUL BIDDER] performing its obligations in accordance with this Agreement the HEC shall pay the Contract Price to [SUCCESSFUL BIDDER] at the time and in the manner provided in this Agreement.

2. Parties' Responsibilities

1) [SUCCESSFUL BIDDER] confirms, agrees and undertakes to the HEC that it shall at all times be responsible to perform and discharge its obligations to the HEC under this Agreement provided that HEC fulfills all its payment obligations hereof.
2) Both Parties will nominate a Representative to whom all communications shall be addressed.
3) The Optic Fiber Segments (including ODF, Connectors etc.) will be checked and verified in presence of the Representatives of [SUCCESSFUL BIDDER] and the HEC at the time of commissioning and handing over of Segments to the HEC.
4) It is agreed and understood that the HEC shall not, without the prior written consent of [SUCCESSFUL BIDDER], carry out any physical/civil works on the Optical Fiber leased by [SUCCESSFUL BIDDER] in any manner under this Agreement. However, the HEC shall be allowed to carry out ODF Testing and related works on the Leased dark Optic Fiber in a manner that the system and/or fiber belonging to [SUCCESSFUL BIDDER] is not damaged or destroyed in any manner.
5) The HEC's system to be deployed in order to light up the Leased Optic Fiber (the "**HEC's System**") shall be consistent with the applicable industry standards and all applicable Laws and shall be compliant with the ITU-T Standard. The HEC's System to be deployed by the HEC for connectivity purposes and for lighting up the Leased dark Optic Fiber shall not damage or destroy any property or asset of [SUCCESSFUL BIDDER] in any manner whatsoever including the Cable System and/or the Optical Fiber.
6) Subject to the provisions of this Agreement, the HEC shall use the leased Optical Fiber only for the purpose as mentioned in this Agreement, provided however, that the HEC shall in no way utilize the Optical Fiber to offer any services to any other telecommunication and/or media operator and/or service provider, either directly or indirectly.
7) It is agreed and understood that the HEC shall not, in any manner, connect any third party telecommunication system and/or equipment with the Optical Fiber without prior written consent of [SUCCESSFUL BIDDER], which consent shall not be unreasonably withheld.

3. Project Management

1) [SUCCESSFUL BIDDER] acknowledges that timely and proper implementation of the Project requires project management and implementation services and has agreed to provide such services to ensure the orderly and efficient delivery of the Optical Fiber Segments in accordance with the Project Management/ Implementation Plan (Schedule-C). With effect from the Effective Date hereof [SUCCESSFUL BIDDER] undertakes to provide on best endeavor basis such management, organizational, and coordinating services and carry out all such other work as may be required to ensure the orderly implementation of the Project in accordance with the terms of this Agreement.
2) [SUCCESSFUL BIDDER] will be responsible to provide equipment/accessories required for link operation like ONT or Media Convertor (if required) with 2 x SFP supported Gig Interface and 2 x Gigabit Ethernet (Electrical Interface) for Manage Capacity Links with one SFP for each Manage Capacity link as per distance of the last mile fiber in ATP. Moreover, for Dark Fiber, [SUCCESSFUL BIDDER] will provide dual strand SPF in pair for each Dark Fiber segment, as per the segment length (for Dark Fiber) respectively as per ATP. Patch cords (as per specified mode) will also be provided by [SUCCESSFUL BIDDER] required in each case at both ends.
3) [SUCCESSFUL BIDDER] will provide SLA and warranty for any of the associated equipment used in any of the segment/link for the duration of contract.
4) The Representatives shall be authorized to make decisions relating to the Project and shall be responsible for:
    1) Organizing regular meetings to review the progress of the Project; and
    2) Providing (subject to the provisions in respect of confidentiality set out in Clause 19.4 all information and documentation reasonably required by [SUCCESSFUL BIDDER] or the

HEC (as the case may be) for the performance of their respective obligations under this Agreement.

5) At the time of signing of this Agreement [SUCCESSFUL BIDDER] shall provide a tentative proposed Site survey plan to the HEC. [SUCCESSFUL BIDDER] shall within ten (10) days of the date of signing of the Agreement provide a team of personnel from its side to conduct combined survey of Sites along with a representative(s) from the HEC. After combined survey of the Sites, [SUCCESSFUL BIDDER] within fourteen (14) working days shall submit a Project management/ Implementation Plan to the HEC for its approval. The Project Management/ Implementation Plan shall constitute deliverables under the Agreement. The HEC may require such revisions to the Project Management Plan as the HEC deems appropriate and [SUCCESSFUL BIDDER] may, in its discretion, which discretion shall be exercised diligently and properly, revise the Project Management Plan after due examination to the extent such revisions recommended by the HEC are reasonable and mutually agreed between the Parties. [SUCCESSFUL BIDDER] shall resubmit the Project Management / Implementation Plan to the HEC for final approval in seven (07) working days' time. This process will be repeated until the Project Plan is finally and formally approved by the HEC. The Project Plan will then be attached as ***Schedule-C***.

6) Prior to start the deployment at any site, [SUCCESSFUL BIDDER] will reconfirm the Google coordinates from the provided POCs of Universities / Institutes. [SUCCESSFUL BIDDER] will be solely responsible for deployment at any wrong site other than the intended site and it will be their responsibility to rectify and ensure installation at intended site. Upon their coordination, if the provided POC, changes the location of the provided sites (university / Institute), it will be responsibility of [SUCCESSFUL BIDDER] to reconcile changes with HEC in written or email before any sort of implementation.

7) Any new site, with redundant or backup requirement as listed in BOC and whose primary link is also with [SUCCESSFUL BIDDER], it will be responsibility of [SUCCESSFUL BIDDER] to ensure independent (separate) route for the new link and there must be no overlapping segment so that the outage (fiber cut) on one segment must not affect other link. [SUCCESSFUL BIDDER] will ensure / provide complete redundancy. If primary link is with any other vendor, [SUCCESSFUL BIDDER] will work with HEC to ensure both links are on non-overlapping fiber routes, deployed at approved route (by HEC) shall be done. HEC may stop payment of such links in case redundancy is not achieved from [SUCCESSFUL BIDDER] end and both segments are affected due any outage / fiber cut on any of the one segment.

8) In case of wireless last-mile, [SUCCESSFUL BIDDER] shall ensure that there is no frequency interference or jamming issue and hence high-quality DRS /Wireless equipment to be used three-month. If still facing issue ,[SUCCESSFUL BIDDER] will provide alternative solution or shift the link to wired medium to ensure smooth connectivity on the link.

9) [SUCCESSFUL BIDDER] shall initiate the deployment/commissioning of the sites/links as soon as PO is issued by HEC.

4. Staff

1) All the services under this Agreement shall be performed by employees/professionals/sub-contractors of [SUCCESSFUL BIDDER] who shall possess suitable skills and experience for the execution and performance of the deliverables. [SUCCESSFUL BIDDER] shall also provide the list of their employees in compliance with the technical bid submitted by [SUCCESSFUL BIDDER], to be engaged for the job at each Site before the commencement of work under this Agreement.

2) [SUCCESSFUL BIDDER] shall dedicate the Project Manager for the execution of the Project, and in case the Project Manager is to be relocated then [SUCCESSFUL BIDDER] shall intimate the HEC in writing. No consent is required in case the Project Manager resigns from his office.

3) [SUCCESSFUL BIDDER] will ensure that related office and field staff is available on 24 x 7 (365 Days a Year) basis, to respond and address queries over the phone, email and field. Also escalation matric will be shared by [SUCCESSFUL BIDDER].

6. Payment Terms and Conditions

1. HEC shall make payments for the Segments under the Contract Price to [SUCCESSFUL BIDDER] in the amounts, at the time and in the manner provided in this Agreement. All payments made to [SUCCESSFUL BIDDER] shall be subject to the deduction of withholding tax on payment of invoices, according to the applicable and prevailing tax law in the country provided no copy of the exemption certificate is given to the HEC.

2. [SUCCESSFUL BIDDER] shall bill to the HEC at HEC's address, in accordance with instructions provided in the relevant Contract Price & Payment. Notwithstanding anything contained hereof the HEC shall pay all invoices, within thirty (30) working days after certification and verification of receipt of such invoice(s) by the authorized HEC's Representative. If HEC disputes an invoice in whole or part, HEC shall within fourteen (14) working days after receipt of the invoice, notify [SUCCESSFUL BIDDER] of the item disputed specifying the reason, and payment of the disputed item may be withheld until settlement of the dispute(s). Timely payment shall be made of any undisputed portion. Payments shall be released after deduction of taxes as per law(s) applicable at the time of payment. Payments shall be made through crossed cheque(s) in the name of [SUCCESSFUL BIDDER]. Outage report duly reconciled with HEC PERN NOC must be submitted along with the invoices.

3. As per HEC requirements, the Bill of Costs for each Segment for Ten (10) year's period is detailed, and all payments made to [SUCCESSFUL BIDDER] shall be subject to the deduction of withholding tax on payments of invoices according to the applicable and prevailing tax law in the country provided no copy of the exemption certificate is given to the HEC. The remaining recurring cost shall be paid on post biannual basis in terms of the Agreement.

4. Billing of individual Segments will start as soon as they are successfully commissioned, tested and handed over to the HEC at the time of Project completion in relation to each relevant region whereas the payment will start upon the completion of all segments in all Region (or segments for which PO has been issued). Similarly, for the remaining Contract Term (i.e. nine years), [SUCCESSFUL BIDDER] shall be issuing an invoice for recurring cost on post biannual basis on which payments shall be made accordingly within thirty days from the date of submission of each invoice.

5. In the case of Managed Capacity links, the Total Bandwidth mentioned for Managed Capacity links in Bill of Cost (BOC) Annex-1, is mentioned considering future requirements and growth. The current requirements may be lower, and payments shall be made as per actual bandwidth used/acquired from [SUCCESSFUL BIDDER] for the link according to the per unit bandwidth rate. For any managed capacity link bandwidth can be increased to the maximum required limit at any time. Moreover, HEC may require bandwidth distributed in two VLANs at time of configuration of links.

6. Payments will start after the commissioning of all sites is completed (sites for which PO has been issued), as per clause 4 "Commercial Terms" (exception on any incomplete site, whose deployment is held by HEC due to any reason). After submission of acceptance/handing over, [SUCCESSFUL BIDDER] will give a one (01) month notice period to HEC for link/service commissioning, after which the payment cycle will trigger.

7. All recurring payments will be on post payment model and invoices will be accepted along with the penalty/outage reports duly reconciled by HEC PERN NOC. Any invoice without a penalty report will be rejected.

8. [SUCCESSFUL BIDDER] will submit the Performance Bank Guarantee equal to ten percent (10%) of one year leased (recurring) amount of all the Segments along with each invoice. The said Bank Guarantee shall be valid for twelve (12) months from the date of invoice and its text/contents shall be mutually agreed upon between the Parties. On its expiry, the said Bank Guarantee shall be renewed for a period of twelve months (12) based on the terms mutually agreed between the Parties. Notwithstanding the foregoing the Bank Guarantee shall be effective from the date of payment for each relevant region is duly received by [SUCCESSFUL BIDDER] in terms hereof. This Bank

Guarantee will be returned to [SUCCESSFUL BIDDER] in original immediately upon expiry after adjusting the SLA penalties (if any). In case a biannual invoice is submitted, Bank Guarantee with six (6) months of validity is also acceptable.

9. The Earnest money deposited by the [SUCCESSFUL BIDDER] as a selected bidder at the time of bid submission will be released after submission of the ten percent (10%) performance Bank Guarantee equal to the first-year contract value after signing of the Agreement.

10. Taxes will be deducted as per the government of Pakistan rules at the time of payment. However, in case [SUCCESSFUL BIDDER] is able to produce a copy of the exemption certificate then no tax shall be deducted and no amount shall be withheld.

11. [SUCCESSFUL BIDDER] shall not be liable to perform its obligations under this Agreement or grant the use of pair(s) of dark Optic Fiber in terms hereof in case [SUCCESSFUL BIDDER] does not receive payments as per the terms of this Agreement.

12. The HEC shall only be allowed to use the pair(s) of dark Optic Fiber being provided on lease under this Agreement for its own use and shall not in any manner alienate with, transfer, sub-lease, resell, sub-assign, encumber or swap capacity and/or create any right or interest in favor of any third party or person, either directly or indirectly, wholly or partially, in this Agreement and/or the Cable System and/or the leased pair(s) of dark Optic Fiber.

13. [SUCCESSFUL BIDDER] shall be responsible for all the required material and necessary items required for the provisioning of Optical Fiber infrastructure to the HEC. [SUCCESSFUL BIDDER] will provide required accessories to complete the provisioning of the link as per clauses 5.3.2 and 5.3.3 within the scope of the Agreement.

14. Operation and maintenance of the dark Optic Fiber infrastructure will be the sole responsibility of [SUCCESSFUL BIDDER].

15. In case of any dispute, difference or claim arising out of or in connection with this Agreement, the matter shall, in the first instance, be referred to the Executive Director, HEC, who shall examine the matter and issue a reasoned administrative determination within his lawful authority. Such determination shall be binding for operational and contractual continuity purposes, unless set aside or modified in accordance with Clause 14.

16. In case of delay in handing over the managed capacity and dark optic fiber Segment(s) in terms of this Agreement and as per the timelines mentioned in Annex – 1, hereto for reasons directly and solely attributable to [SUCCESSFUL BIDDER], the Executive Director, HEC reserves the right to impose a penalty, not exceeding 10% of the first year Agreement amount of the Agreement at the rate of two percent (2%) for each week of delay in handing over of relevant segments(s) to the HEC. Only delays caused due to force majeure circumstances (clause 17) are exempted, for which [SUCCESSFUL BIDDER] must raise red flag and inform HEC by submitting complete detailed report. Timeline for delivery of sites shall start from date of issuance of Purchase / Work order.

17. If the [SUCCESSFUL BIDDER] fails to complete work in its designated Region, HEC reserves the right to reject it altogether or impose a penalty not exceeding 50% of the total amount of the Agreement. Notwithstanding anything contained hereof in case the Project is completely halted by [SUCCESSFUL BIDDER] and there is no progress on the Project then the HEC retains the right to cancel the Project and shall be entitled to recover up to a maximum sum equivalent to ten percent (10%) of the value of the first year Agreement amount .

18. In case [SUCCESSFUL BIDDER] fails to fulfill its obligations as per the Agreement, HEC reserves the rights to cancel the Agreement and get the remaining work done at the risk and cost of [SUCCESSFUL BIDDER].

19. The yearly cycle can be started from any date during the effective PO period (site completion period after PO issuance that is 30 or 60 calendar days) or shall start from the effective last completion timeline date as per PO Issued for sites. The sites which are still pending and not delivered despite passing of the delivery date, shall only be paid for remaining period of the yearly cycle starting from their commissioning date.

20. If at any stage of the Agreement, any HEI with managed capacity (in case of MC links only) link demands higher bandwidth than as locked in the Agreement, [SUCCESSFUL BIDDER] shall immediately enhance bandwidth at same or lower unit rate as mutually agreed. BOC will be revised.

21. In case of any HEI shifts campus in later stages, MRC will remain same as already locked in the Agreement for that site and only actual shifting cost shall be paid to the vendor. The OTC (if any) and MRC calculation will be according to the contractually locked rates. The Firm will share the shifting BoQ with HEC and it will be shared with the respected HEI by HEC. The HEI that is shifting its campus will pay the OTC amount to HEC.

22. Outside plant (OSP) fiber cable damaged or any rerouting required would be at the cost of the [SUCCESSFUL BIDDER]. Similarly, inside HEI premises, [SUCCESSFUL BIDDER] will ensure proper cable routing with approval / consent of the respective institute (proper written approval or signatures) and shall maintain the consent record. In case of any rerouting of fiber route is required due to poor planning of fiber route at first place, [SUCCESSFUL BIDDER] shall be responsible.

23. After signing of the Agreement, [SUCCESSFUL BIDDER] will not contact or offer same type connectivity directly or indirectly (other than PERN) to any of the sites included in the Agreement, during the complete Agreement Term, in order to avoid conflict of interest. Any request may be routed to PERN for further discussion.

24. HEC may stop the fiber lease for any of the links after the completion of two (02) years of the project, after giving a three-months' notice.

25. The [SUCCESSFUL BIDDER]will follow deployment standards for fiber deployment. Moreover, inside the premises, they will use marker signs: the locations for permanent markers, including size and type, should be shown on the work, and use buried printed warning tapes.

26. In case of shifting of IT building/data center, within the premises, the firm will provide support for the first time without recurring any additional charges.

27. HEC reserves the right to drop any College/University(s)/Institute(s) mentioned at Annexure-I at the time of issuing of Work/Purchase order.

7. Delivery

1) [SUCCESSFUL BIDDER] shall deliver the Optical Fiber (wired) segments to the HEC in 45 [for managed capacity or 60 [for dark fiber sites] calendar days as mentioned against each link.

2) The Completion timeline for the wired segments in a respective Region will be started from the date of issuance of the Work Order / Purchase Order. HEC may issue purchase orders for sites included in the contract separately in multiple batches/groups.

4) [SUCCESSFUL BIDDER] shall give the HEC seven (07) working days' notice that the Segment is ready for testing (till ODF to ODF). After testing [SUCCESSFUL BIDDER] will provide the report of a particular Segment (ATP). The HEC will then analyze the Test report for Acceptance

8. Acceptance

1. [SUCCESSFUL BIDDER] shall hand over all the Optical Fiber Segments as per the Project Plan.

2. [SUCCESSFUL BIDDER] shall undertake the testing (the **"Acceptance Testing"**) of each of the Segments to demonstrate that each Segment comprising the Optical Fiber is technically and functionally compliant with the Specifications.

3. Upon the successful completion of Acceptance Testing respecting any Segment, [SUCCESSFUL BIDDER] shall provide first written notice of the same to the HEC (a "**Completion Notice**") provided that, [SUCCESSFUL BIDDER] may deliver multiple Completion Notice for more than one or for all Segments of the Optical Fiber. Each Completion Notice shall be accompanied with copies of test results. The HEC shall, within 20 working days of receipt of the Completion Notice, either accept or reject the

Completion Notice (the HEC has a right to reject a Completion Notice only if the HEC specifies a material failure of any Segment) by delivery of a written notice to [SUCCESSFUL BIDDER] within the aforesaid period of twenty working (20) days and shall detail the snag list. The HEC shall note the values obtained during Testing of any individual Segment as per the Acceptance Criteria and then [SUCCESSFUL BIDDER] shall provide the soft and hard copies of the Test Report (OTDR) in relation to each relevant Segment. The HEC will verify the results based on the Acceptance Criteria and Specifications and shall issue an Acceptance Certificate in case no snag list is issued within the aforesaid period of twenty working days. Failure of the HEC to respond to the Completion Notice within the aforesaid twenty working days shall be deemed as acceptance by the HEC. In the event the HEC rejects a Completion Notice, [SUCCESSFUL BIDDER] shall promptly commence to remedy the defect or failure specified in the HEC's notice. Thereafter [SUCCESSFUL BIDDER] shall again conduct Acceptance Testing and provide the HEC a Completion Notice with respect to such Segment. The foregoing procedure shall apply again and successively thereafter until [SUCCESSFUL BIDDER] has remedied all defects or failures which do not comply with the Specifications.

4. If the Acceptance Criteria specified in ***Schedule D*** is not met, then the HEC shall notify [SUCCESSFUL BIDDER] in writing informing [SUCCESSFUL BIDDER] of the respective default within the aforesaid period of 20 working days. [SUCCESSFUL BIDDER] shall then endeavor to rectify the same and re-test the Segment. Upon acceptance of the test results communicated to the HEC, the HEC shall sign the Acceptance Certificate within 20 working days.

5. It will be the responsibility of the [SUCCESSFUL BIDDER] to contact HEC to schedule the acceptance testing process (ATP) as soon as the link is deployed for dark fiber and managed capacity sites as per ATP document at **SCHEDULE-D** and [SUCCESSFUL BIDDER] will ensure that the ATP document is signed by [SUCCESSFUL BIDDER], the respective HEI/site POC and PERN/HEC representative as well. Also in case of non-availability of equipment at the customer end, [SUCCESSFUL BIDDER] will arrange the required equipment for testing of the link.

6. [SUCCESSFUL BIDDER] will also attach as an annexure, the picture/snap of the Fiber or MC link as terminated at the customer site, end to end Fiber or MC Route and GIS details against each site (of building / IT room) where Fiber / MC connectivity has been dropped.

9. LIABILITY

1. In no event, neither party shall be liable to the other Party for any indirect, special, incidental or consequential losses or damages, including without limitation, loss of revenue, loss of business or clients, loss of goodwill or loss of profits arising in any manner from this Agreement and the performance or non-performance of obligations hereunder unless otherwise specifically agreed herein;

2. In case a Party **("Indemnified Party")** suffers any direct loss or damage under or pursuant to this Agreement including any penalties and/or fines imposed by the regulator or any other competent authority under law which is directly attributable to the other Party **("Indemnifying Party")** on account of any of its acts or omissions then the Indemnifying Party shall fully indemnify and shall always keep indemnified the Indemnified Party. Indemnity for a party's own actions/omissions or failure to perform any regulatory obligations leading to regulatory penalties/fines shall not be allowed.

10. ARBITRATION

1. In case of any dispute arising between the Parties under this Agreement at any stage, the matter shall mandatorily be referred to the Executive Director, HEC ("ED HEC") for administrative adjudication and reconciliation. The ED HEC shall decide the matter within thirty (30) days from the date of referral, after providing an opportunity of being heard to the concerned Party

2. The decision of the ED HEC shall be binding on the Parties for the purposes of implementation, service continuity, and interim compliance. However, if either Party remains aggrieved, such Party may, after full compliance with the decision of the ED HEC, refer the dispute to arbitration in accordance with the arbitration clauses below

i. Each Party shall appoint its respective arbitrator within fifteen (15) days of a written notice sent by either Party demanding arbitration. The law of arbitration applicable in Pakistan shall be followed.
ii. The Parties shall mutually appoint a sole arbitrator and in case of disagreement in this regard, the court of competent jurisdiction to do so.
iii. Arbitrator shall be familiar with telecommunication business and practices.
iv. The arbitration shall be conducted in accordance with the provisions of Arbitration Act, 1940 as may be amended from time to time.
v. Each Party shall pay its own legal expenses and the costs of the arbitration shall be shared equally, unless stated otherwise in the award.
vi. The award of arbitration shall be final and binding on both Parties. Enforcement of the arbitral award can be made through the court of competent jurisdiction.
vii. The place of arbitration shall be Islamabad, Pakistan and the governing language of arbitration shall be English.

11. Termination

1. Without prejudice to the rights to terminate stipulated elsewhere in this Agreement, this Agreement may be terminated:

1) If either Party is in material breach of any provision of this Agreement (including non-payment of any such sums due hereunder), the breaching Party shall be served with a three (03) months written notice to remedy the same, if the defaulting Party fails to remedy such breach within the said notice period of three (03) months, the non-defaulting Party shall have the right to terminate this Agreement after the lapse of 180 days (commencing from the date the first termination notice was served) to the extent of the Segment to which the breach relates;

HEC may terminate this Agreement after giving six (06) months prior written notice (to [SUCCESSFUL BIDDER]) if a meeting of [SUCCESSFUL BIDDER]'s creditors is convened or if a proposal is made for a voluntary arrangement or any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it is unable to pay its debts or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding up or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction), PROVIDED the aforesaid situation(s) is/are not addressed by [SUCCESSFUL BIDDER] within the aforesaid notified period; [Please note that HEC may terminate this Agreement subject to a prior notice if [SUCCESSFUL BIDDER] is unable to pay its creditors due to bad financial conditions.]

2. Any termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

3. HEC reserves the right to drop any University(s)/Institute(s) mentioned at any time on expiry of three-month notice served against unsatisfactory link performance or under force majeure circumstances resulting in discontinuity of the link or closure of the link from Institute end and BoC shall be revised and amended accordingly.

4. HEC shall have unconditional power of revocation or cancellation of the Agreement at any time on the expiry of six months' notice.

12. Ownership of Leased Fiber Segments

1) The ownership of the leased Optical Fiber Segments (including those specifically laid for this Project) shall remain with [SUCCESSFUL BIDDER] for the duration of this Agreement and beyond.

2) Nothing contained in this Agreement is intended to, or shall be construed as, conferring any right on HEC to operate and/or use the Optical Fiber in any manner that adversely affects (i) the technical integrity of the Cable System as in existence from time to time (and at any relevant time) and/or other networks of [SUCCESSFUL BIDDER], (ii) the rights inherent in [SUCCESSFUL BIDDER] (or to which it may be entitled) in respect of the Cable System and other assets in or under which the Optical Fiber is laid; and (iii) [SUCCESSFUL BIDDER]'s Licenses.

3) Notwithstanding anything contained in this Agreement, the HEC shall use the leased Optical Fiber only for the purpose of providing connectivity to the Institutions as mentioned in this Agreement, provided however, that HEC shall in no way utilize the Optical Fiber to offer any services to any other telecommunication and/or media operator and/or service provider, either directly or indirectly, except to the extent of the Institutions that are running these services to facilitate their students and faculty for educational purposes subject to such restrictions as provided in this Agreement.

13. Force Majeure

1. Force Majeure refers to events such as wars, fires, typhoons, floods, earth quakes, pandemic, or other events including any judicial or governmental act, riots, strikes, labor disputes, act of terrorism, embargo, insurrection, epidemics, unfavorable climatic conditions which are beyond the control of any Party and prevent any Party to perform its obligations under this Agreement.

2. Neither Party hereto shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control, provided such an event could not have been prevented or overcome with reasonable foresight and exercise of due diligence or adoption of preventive or curative measures (including by way of incurring reasonable expense).

3. Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of Force Majeure. A Party shall resume performance immediately upon cessation of the Force Majeure event.

4. If the Force Majeure event exceeds one month, either Party should contact the other Party to resolve the matter of the performance of the respective obligations under this Agreement. If the Force Majeure event exceeds two (2) consecutive months, either Party is entitled to terminate all or part of this Agreement.

14. Safety

1. [SUCCESSFUL BIDDER] covenants, warrants and represents that it shall perform its obligations under this Agreement in accordance with the provisions of this Agreement and shall ensure to operate as per the National HSE standards (if any) applicable to leasing of dark fiber.

2. [SUCCESSFUL BIDDER] further covenants, warrants and represents that it is an expert in the work to be performed as expected of it under the terms of this Agreement, and that its employees/ professionals/ labours are suitably trained to safely carry out the Project under this Agreement.

SCHEDULE-C

PROJECT IMPLEMENTATION/ MANAGEMENT PLAN

Management Plan for HEC CAT-I deployment program

Project Manager: One project manager to supervise this project and coordinate with HEC

Regional teams:

One engineer each at North A & B, Central and South regions will supervise the work, reporting to Project Manager.

[SUCCESSFUL BIDDER]'s core competence:

- In-house capabilities for project planning, project monitoring, operations & maintenance
- Dedicated splicing/jointing teams
- Pre-qualified contractors for implementation
- Quality control

[SUCCESSFUL BIDDER]'s competitive advantage:

- Experience in similar fiber projects
- Team members have extensive hands-on experience
- Speed of service (SoS)
- Industry leader in maintaining established networks

Work Methodology:

- Reverification of GIS / Google Coordinates from Site POCs
- On-going communication with counterpart PM of HEC
- Efficient resource deployment. Good man-hours combination
- Safety precautions while work execution
- Parallel task management (RoW acquisition) and logistics arrangements
- Alignment of contracting resources
- Project progress report on a weekly basis
- Two meetings with PM of HEC to brief on progress details
- Daily task completion (digging, ducting, roping)
- Cable pulling after 2 /4 Km span of ducting done
- Splicing/jointing/testing of pulled cable
- Testing and commissioning of outside plant
- Removal of discrepancies and handing over
- Submission of KMZ file reflecting actual fiber routes of all sites

SCHEDULE-D

ACCEPTANCE CRITERIA AS PER [SUCCESSFUL BIDDER] TECHNICAL BID

Upon Delivery and, to the extent commercially reasonable, each segment of the Leased Fibers shall comply with the Specifications set forth below. [SUCCESSFUL BIDDER] shall test each Segment in accordance with the procedures specified below to verify that it is operating in accordance with the Specifications below ("Fiber Acceptance Test"). [SUCCESSFUL BIDDER] shall provide HEC with reasonable advance notice of the date and time of each applicable acceptance test so that HEC shall have the right, but not the obligation, to have a person or persons present to observe the tests. Upon HEC's request, [SUCCESSFUL BIDDER] shall promptly provide HEC with a copy of the test results in both hard and soft form.

In the event the results of any applicable Fiber Acceptance Test show that the Leased Fibers are not operating in accordance with the applicable Specifications given below, [SUCCESSFUL BIDDER] shall promptly take action to bring the Segment of the Leased Fibers that is not operating within the applicable Specifications into compliance with such standards. At the time of installation and commissioning, [SUCCESSFUL BIDDER] shall provide appropriate documentation of Optical Fiber laid including diagrams, labeling and splicing plan.

FIBER CABLE SPLICING, TESTING AND ACCEPTANCE PROCEDURES

1. All splices will be performed with an industry-accepted fusion-splicing machine.
2. Both fiber ends will be terminated at ODFs with SC-UPC connectors, unless another type of connector is specified by the HEC.
3. ODF Specifications and type

Site	ODF Type	Ports

4. [SUCCESSFUL BIDDER] will provide to the HEC the following test reports for each fiber of each segment which will be verified against G-652.d Fiber standard Bench marking.
   -Bidirectional Power Loss Span Test Report: Power loss readings will be measured in decibels, and qualified by comparison to the calculated, maximum expected loss, in decibels, of the fiber optic cable span. The power loss test readings shall not exceed the calculated maximum expected loss of the fiber optic cable span under test.
   -Bidirectional Insertion Loss (IL) and Optical Return Loss (ORL): This will be calculated by using an industry standard OTDR having 80cm dead zone at 1310nm and 1550nm wavelength and will be checked against with standard Bench marking.
5. On the basis of the (bidirectional Test) results of the tests described above, [SUCCESSFUL BIDDER] will prepare a Fiber Segment Acceptance Test Report which will then be signed by the HEC.

PROCEDURE FOR ACCEPTANCE OF OFC LINKS

1. The procedure for the acceptance of the Dark Fiber or Managed Capacity Links shall be as per the Agreement.
2. Fiber Lease date for each Segment would start from the date each relevant Segment is handed over pursuant to testing.
3. After completion of link deployment, it is the responsibility to [SUCCESSFUL BIDDER] to intimate HEC and schedule Link ATP along with Institute and PERN designated representatives.
4. If required and requested, [SUCCESSFUL BIDDER] will also arrange transportation for HEC/PERN representative for ATP at the site.