



**BIDDING DOCUMENT FOR
CELLULAR SERVICES**

FEBURARY-2015

Lahore Transport Company

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Letter of Invitation

Dated: _____

Dear Mr./Ms. _____

Invitation for Proposal

You are hereby invited to submit your bid for providing cellular service for the company. Your bid shall be submitted by 4th March, 2015 as per the instructions contained in the enclosed Bidding document at the address given below.

The criteria and method of selection of the Service Provider is also given in this document for your reference. For any additional information, you may contact the undersigned on the below mentioned address during office hours on any working day before the deadline.

- a) The proposal complete in all respects as per required format should be submitted in one original and one copy.
- b) The complete scope of work, must be quoted. The bid offering partial scope of work shall be rejected as non-responsive.
- c) Lahore Transport Company may ask for any additional information before opening of bids.
- d) Lahore Transport Company will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- e) Lahore Transport Company may reject any/all bids or proposals at any time prior to the acceptance of a bid or proposal. Lahore Transport Company may upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but may not be required to justify those grounds.
- f) The Procurement will be conducted in accordance with the provisions of Punjab Procurement Rules 2014.

Yours Sincerely,

Chief Technical Officer

Lahore Transport Company
4th Floor, 97-B-D/1, IEP Building,
Liberty Roundabout, Gulberg-III, Lahore
UAN: 042-111-582-111
Email: procurement@ltc.gop.pk
www.ltc.gop.pk

LAHORE TRANSPORT COMPANY operates in Lahore Districts intends to have cellular services in its service areas for its employees. The tenders based on following information through prescribed forms are invited for "**Post Paid Tariff**" from all interested Mobile service providers have complete network in LAHORE TRANSPORT COMPANY service area as explained above and throughout the country.

As per the PPRA rules two envelope procedures shall be followed which is as follows:

1. The bid shall comprise of single package containing two separate envelopes. Each envelope shall contain separately Financial proposal and Technical proposal.
2. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal" in bold and eligible letter to avoid confusion.
3. Initially, only the envelope marked "Technical Proposal" will be opened.
4. The envelope marked "Financial Proposal" will be retained in the custody of LAHORE TRANSPORT COMPANY without being opened.
5. LAHORE TRANSPORT COMPANY shall evaluate the technical proposal on prescribed criteria of evaluation without reference to price and can reject any proposal which does not conform to specified requirements.
6. The Financial Proposal of Technically qualified bidders will be opened publicly at a date, time and venue announced.
7. The Financial Proposal of non-qualified bidders will be returned unopened.

SCOPE OF SERVICES

1. This bid is for approximately up to 200 connections. This count may vary from time to time during the contract period.
2. Unlimited SMS/MMS Services (Packages)
3. Unlimited 3G/4G/4G LTE (up to 10 Sims)
4. Unlimited CUG Calls for on net network.
5. Off net Calls (Land line and other networks).
6. Corporate tagging facility (up to 5 Sims)
7. Waiver of security Deposit, Activation Fee.
8. Free of charge mobile Number portability service (New SIMs if required).
9. Free value added services i.e. call conference, call forwarding. Call waiting.
10. 24/7 dedicated support service.
11. Services up time must be 99.9%.
 - 11(a) Mobile back up Service, SMS, Email etc
12. Provision of corporate address book.
13. Provision of International roaming and Direct Dialing facility.
14. Corporate Ring Tones (Jingle) Original
15. Corporate SMS Solutions
16. Detail of Mobile Financial Services.
17. Allocation of Subsidy amount.
18. Discount on smart phones other than Subsidy/ FOC handsets.

BID SECURITY

A bid security of equivalent to two percent (2%) of the Bid Price will be deposited with tender otherwise bid will not be entertained.

- i. The bidder shall furnish, as part of its bid, a bid security in the amount specified.

- ii. The bid security is required to protect the purchaser against the risk of bidder conduct which would warrant the security's forfeiture.
- iii. The bid security may be forfeited if a bidder;
 - a) withdraws its bid during the period of bid validity specified by the bidder on the bid form,
or
 - b) does not accept the correction of error, or
 - c) fails to sign the contract in accordance with the clause of bidding document, or
 - d) fails to furnish performance security in accordance with clause of contract after issue of LOI

Mandatory Documents to be attached.

Following documents are mandatory to be attached with technical proposal otherwise bid will not be entertained.

1. Certificate of company/firm Registration/Incorporation under laws of Pakistan.
2. Valid Income Tax Registration.
3. Valid General Sales Tax Registration.
4. Valid Registration with Pakistan Telecommunication authority.
5. Network Coverage Map of district Lahore.
6. Authority Letter duly signed by GM of Company assigning PUC for LAHORE TRANSPORT COMPANY to deal and submit document of Company.
7. All submitted documents should be on letter head of Company duly stamped ,in case any document cannot be produced on letterhead must be stamped or verified.

Basis of Evaluation and Comparison of Bid

The Bids shall be evaluated on the basis of evaluation criteria laid down in the following table. The successful bidder shall procure fifty percent marks in the evaluation:

Sr. No.	Evaluation Criteria	Rates Quoted	Points Secured	Maximum Points
1	Allocation Subsidy**			20
2	Discount on Handsets*			20
3	Unlimited CUG (200 Connections)*			10
4	Off net/PTCL Landline, On Net unlimited (upto 10 Sims)*			10
5	Internet Facility 3G/4G/4G LTE (upto 10 Sims)*			10
6	Unlimited SMS*			5
7	Corporate Tagging Facility (upto 5 Sims)*			15
8	Line Rent*			10
	Total Score			100

Note:

* Minimum Rates will get maximum points. Points assessment for other offered services = $(M/B) \times \text{Maximum points}$, where M= Minimum rates for the services, B= Bid Received for that category

** Maximum quoted will get maximum points. Points assessment for other quotes = $(B/M) \times \text{Maximum points}$, where M= Maximum Quoted, Bid received for that category.

TERMS AND CONDITIONS.

- All charges are to be provided exclusive of government taxes.
- List of VAS covers Missed Call alerts. Activation conference calling. Activation of CUG Call Waiting, International/WAP/MMS subscription, itemized billing, activation of a call forwarding and any other competitive service. Please also briefly describe the competitive technology edge.
- The offered tariff shall not increase during the contract period however the benefits of subsequent decrease in tariff, shall be given to LAHORE TRANSPORT COMPANY immediately.
- The Lahore Transport Company (LTC) will not be responsible for any costs or expenses incurred by all interest in connection with the preparation or delivery of Tender.
- Revised Rates by any Telecom during contract Period may be informed to LAHORE TRANSPORT COMPANY and these will be implemented with given discount and facilities as per agreement till validity of agreement.
- Conditional Bids / Rates will not be entertained / accepted.
- Bids submission /Tender opening date & timings shall be observed strictly.
- The Company reserves the rights to accept or reject any or all the tenders without assigning any reason thereof.
- Initially Contract Period is for 1 year which can be reviewed before signing of agreement and can be extended on mutual consent of both parties.

PAYMENT

Company will raise invoice to Lahore Transport Company. LTC will make payment (through cheque). Also electronic invoices via email or SMS text will be sent to all individuals i.e. officers/officials.

FAILURE AND TERMINATION

If the Successful Bidder fails to start the cellular services within the specified period, the purchaser shall be entitled at his sole discretion either;

- i) to cancel the contract and issues a fresh tender; or
- ii) to award the contract to the next suitable bidder.

In the event of action being taken under (i) or (ii) above, the Bidder shall be liable for any loss which the Purchaser may suffer on the account; but the Bidder shall not be entitled to any gain on repurchase / re-contract made against the contract.

If during the course of execution of contract, the Successful Bidder is black-listed by PTA, or any other Government Institution, the purchaser may proceed with all or any of the actions detailed below:

- i) to allow the contract to run its course till completed in accordance with the terms and conditions of Contract.
- ii) to stop further services with or without financial repercussions;
- iii) to cancel the contract with or without reservation or rights.

FORFEITURE OF SECURITY BOND/GUARANTEE (PERFORMANCE BOND)

The competent Authority will have the right to forfeit the Security Bond/Guarantee(Performance Bond) If the bidder:

- (i) Fails to supply the services within the time specified;
- (ii) Commits any breach of contract;

COST OF BIDDING

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

LANGUAGE OF BID

The bid prepared by the bidder shall be written in the English, supporting documents and printed literature furnished by bidder may be in another language provided they are accompanied by accurate translation in English, for purpose of interpretation of the bid.

BID FORM

The Bidder shall complete the bid form and the appropriate price schedule furnished in the bidding document, indicating the services to be supplied, a brief description of the services, their country of origin quantity and prices.

PERFORMANCE SECURITY/ BOND

Successful Bidder will have to furnish a performance bond equal to five percent (5%) of the annual contract value as security in shape of Demand Draft or Bank Guarantee in favor of the Lahore Transport Company. The same shall be released after expiry of the contract.

DOCUMENTS / SAMPLES / CERTIFICATES TO BE SUBMITTED ALONG WITH THE BID

- i. Bid security of Rs. Equivalent to two percent (2%) will be deposited with tender otherwise bid will not be entertained.
- ii. Certificate that the service offered is in accordance with the Tender specifications amended to date.
- iii. Copy of letter of pre-qualification for the service quoted in tender with Lahore Transport Company if applicable.
- iv. Copy of letter of current renewal of registration with Lahore Transport Company if applicable
- v. Deposit receipt of tender fee in original.

CORPORATE SALE DEAL AGREEMENT

THIS CORPORATE SALE DEAL AGREEMENT (“Agreement”) is entered into at _____ on _____ to be deemed effective from _____.

By and Between

AND

LAHORE TRANSPORT COMPANY: organized under the laws of Pakistan having its office at 4th FLOOR, IEP BUILDING, LIBERTY ROUNDABOUT, GULBERG III, LAHORE (hereinafter referred to as “the subscriber” which expression shall, where the context permits, include its successors-in-interest, administrators, executors and permitted assigns) of the other Part.

_____ And the Subscriber are hereinafter referred to individually as the “party” and collectively as the “parties”.
NOW THEREFORE, in consideration of the mutual covenants and promises contained hereinafter, and for other good and valuable consideration the adequacy of which is hereby acknowledge by the parties and the mutual benefits to be derived there from, the Parties hereby agree as follows:

1. The subscriber agrees to subscribe to and use _____ postpaid cellular phone services in pursuance to the delivery of postpaid connections for the period of one (01) year from the Effective Date, as per the _____ tariff plan presented to and confirmed by the subscriber attached herewith as Exhibit A, for the usage of up to 200 _____ post-paid connections (“post-paid connections”)
2. The Subscriber undertakes that (a) it shall pay all bills for the post-paid Connections on or before their respective due dates; (b) the minimum aggregate monthly billing of the all post-paid Connections shall be on less than Rs.40,000/- (Rupees : Forty Thousand Only) for the Agreement’s duration. (c) The subscriber shall not suspend existing connections up to 200 can be availed. (d) In case the subscriber does not adhere to the requirement given under clause 2(c) above, _____ shall have the right to recover from the Subscriber compensation for all additional benefits provided under Exhibit A by _____ till-date.
3. _____ during the tenure of this agreement agrees to give “Additional Concessions & benefits (Exhibit A). _____ may, but shall not be obliged to, offer further concessions and /or benefits to the Subscriber as per _____ sole discretion and option. Any such concessions or benefit shall be valid only if in writing, where the consent of or refusal of any further benefits or concessions shall not under any circumstances effect the terms of this Agreement. However, if during the currency of this Agreement, _____ introduces new value added services or reduces the tariff plan for the post-paid Connections , _____ may offer the same to the subscriber at _____ sole discretions.
4. In the eventuality that the Subscriber does not fulfill its minimum commitments in clauses 1, and 2 above, the Subscriber acknowledges that _____ would, besides any other loss, suffer direct and actual financial loss in the amount of the concessions and benefits availed by the Subscriber of its commitments contained in clause 1 and 2 of the Agreement, and upon the occurrence of such an event , the Subscriber agrees to fully and forthwith refund and compensate _____ in the said amount of such concessions and benefits.

5. The Subscriber acknowledges that owing to the nature of the business, _____ network performance depends, among other factors, upon the natural circumstances, environment, natural and manmade obstacles, traffic load, interference from other operators, behavior of other subscribers and Governmental actions, due to which it may not be able to perform as per desired standards and thereof agrees that any deviation/ degradation of service due to any factor shall not be considered default of _____.
6. The Subscriber agrees to waive the right to terminate this Agreement for the initial six (06) months after signing of this Agreement; the only cause for early termination by the Subscriber shall be due to a force of law or upon material breach by _____ in which case a written notice of thirty (30) shall render the termination effective. (In case of early termination, waiver will not be applicable). _____ shall retain the right to terminate this Agreement with a written notice of thirty (30) days with or without standing incurring any liability.
7. Any and all discounts and transaction details as stipulated under this Agreement shall only apply to the parties named in this Agreement. Any exceptions to this clause shall only be exercisable upon the express written approval of _____ this Agreement with a written notice of thirty (30) days with or without stating due cause and without incurring any liability.
8. _____ reserves the right to change the tariff plan (Exhibit A) owing to changes in _____ tariff policy, at any time during the term of this Agreement.
9. Any and all discounts and transaction details as stipulated under this Agreement shall only apply to the parties named in this Agreement. Any exception to this clause shall only be exercisable upon the express written approval of _____
10. This Agreement may be also terminated by _____ forthwith upon breach by the Subscriber of clauses 1 and 2 hereof.
11. Blackberry services under the Agreement shall not be used by foreign nationals as per the directive of Government of Pakistan .Furthermore;
 - i) In the event of removal of the above mentioned restriction Blackberry Services shall be provided to the foreign nationals on the same term and conditions as are being provided to the Pakistani nationals.
 - ii) In case of the permission received from the Government of Pakistan _____ shall notify the Subscriber, _____ shall intimate the Blackberry services on the Subscriber's BlackBerry handset device.
 - iii) The use of Blackberry Services by the foreign nationals shall not incur any liability on _____
 - iv) In respect of the use Blackberry services, foreign nationals shall strictly adhere to the prevalent law on submission and verification of

antecedents as provided by the Pakistan Telecommunication Authority (PTA) and amended from time to time.

12. The Subscriber shall indemnify and hold harmless successful bidder and its representative officers, agents, directors, managers and employees from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and reasonable attorney's on account thereof) that may be made by a third party for damages of any kind of nature (including but not limited to, indirect, special, punitive, or exemplary damages for the loss of business, loss of profits or business interruption) arising out of and relating to:
- a. Any material breach by the Subscriber of any of its covenants and obligations contained in this Agreement.
 - b. Any recklessness, misuse, abuse or other action of the Subscriber in respect of the Post-paid Connections.
13. Any dispute or difference arising out of this Agreement or interpretation of any terms hereof will be settled through mutual discussions conducted in good faith for the period of Thirty (30) Business Days, any dispute which cannot be settled amicable settlement shall be referred to Mediation before an CEDR accredited Advanced Mediator and in case the Mediation fails to matter may be referred to arbitration to be held at Lahore before sole Arbitrator or Three Arbitrators (to be appointed by the Parties). The arbitrators shall not be a retired judge of any Court. The decision of the Arbitrator shall be final and binding. The High Court of Lahore at Lahore shall continue to have supervisory jurisdiction in accordance with the Arbitration Act, 1940 or any amendment or re-enactment thereof. The arbitration proceedings and arbitration award shall be final and binding on the Parties. The language of the arbitration shall be English.
14. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the Laws of Pakistan and Parties agree to submit to the non-exclusive jurisdiction of the courts in Pakistan. In the course of Arbitration, this Agreement shall be executed continuously by both Parties except the matter under arbitration. For the sake of clarity this clause has effect notwithstanding any other clause of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

For and behalf of _____

for and behalf of Subscriber

Name:
Designation:

Name:
Designation: