

# **BIDDING DOCUMENTS**

**FOR**

**FRAMEWORK CONTRACT FOR OPERATIONS AND MAINTENANCE OF 388  
NO. WATER FILTRATION PLANTS - SOUTH ZONE (DG KHAN DIVISION)**



**June 2025**

**PUNJAB SAAF PANI AUTHORITY**

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## Section-I: Invitation to Bids

Punjab Saaf Pani Authority (PSPA) (hereinafter referred to as the “client”), invites E-Bids (by uploading PDF File) from Contractors / Firms / Manufacturer / Authorized dealers registered with the registration system available on the e-PADS having valid License from **PEC** in category **C4 & Above** with relevant code **ME – 06**, registered with **FBR & PRA (NTN and PNTN)** for E-Procurement on “e-Pak Acquisition and Disposal system (e-PADS)”. All e-bids must be submitted through e-PADS concerning **Framework Contract for Operations and Maintenance of 388 No. Water Filtration Plants - South Zone (DG Khan Division)**.

2. The intending bidder(s) shall download the bidding documents from the E-PADS / website of the Authority and participate in the procurement process without paying any cost or fee.

3. All E-bids must be accompanied by a Bid-Security in the shape of CDR / Bank Guarantee from any Scheduled Bank in Pakistan in favor of Chief Engineer / D.G. (O&M), PSPA for amounting to **Rs. 2,454,855/-**.

4. Original Bid Security instrument (2% of the estimated cost), as mentioned above, must be submitted in an envelope clearly marked with the Tender Title, before the E-bid Submission deadline at the Office of **Chief Engineer / D.G. (O&M)** situated at 4<sup>th</sup> Floor, EFU House, Main Gulberg, Jail Road, Lahore.

5. **The bidders shall complete and authenticate their complete E-bids (by uploading PDF File) and it must be submitted online on e-Procurement System (EPADS) website i.e. <https://punjab.eprocure.gov.pk> as per the following schedule:**

E-Bids Submission Date & Time	26 <sup>th</sup> June, 2025 at 01:00 PM
E-Bids Opening Date & Time	26 <sup>th</sup> June, 2025 at 01:45 PM

6. In case e-bid or proposal including record submitted on the e-PADS found corrupt, un-readable or contain virus, the e-bid or proposal shall be rejected.

7. **Single stage two envelopes** bidding procedure will be adopted. Submission of encrypted electronic file shall be deemed submission in “envelope” as mentioned in the rules.

8. Only technically responsive bidder(s) will be qualified for opening of financial bid(s). Financial bid(s) of bidder(s) found technically nonresponsive shall remain unopened in the e-PADS.

9. The procuring Authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal under Punjab PP Rules 2014 (**Rule-35**).

10. Conditional tender will not be accepted.

11. Tendered rates and amount should be filled in figures as well as in words.

12. In case, the last date of bid submission falls in / within the official holiday(s), the last date for submission of the bids shall be the next working day.

13. The bids will be valid for 120 days.

14. Estimated cost is **Rs. 122,742,731/-** (Technical Sanction issued vide no. PSPA/CE/DG(O&M)/256 dated 11.06.2025).

15. Bidders are advised to ensure uploading the Bids on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid.

Bid submission on E-PADS Portal shall entirely be the responsibility of the bidder. Punjab Saaf Pani Authority shall not be held responsible for any issue thereof. For any assistance regarding E-PADS Portal, system support email and phone numbers are provided hereunder:

**E-PADS Helpline: 051-111-137-237**

**Chief Engineer / D.G. (O&M)  
Punjab Saaf Pani Authority**

## **Section-II: Instructions to Bidders (ITB)**

**Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.**

### **2.1. Introduction**

#### **2.1.1 Scope of Bid**

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites e-Bids (by uploading PDF File) for Framework Contract for Operations and Maintenance of 388 No. Water Filtration Plants - South Zone (DG Khan Division), as specified in the Section-IV Bid Data Sheet (BDS) and Section VII-Schedule of Requirements. As a whole, the successful Bidder will be expected to provide the services for total 12 months. However, the O&M of the respective / individual Water Filtration Plants shall be deemed to have been effective from the date of handing over the plant by the Engineer In-charge to the successful Bidder and payment will be made on proportionate basis accordingly. A formal letter will be issued by the Engineer In-charge in this regard that will serve as the effective date of O&M of the respective plant.

#### **2.1.2 Source of Funds**

- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

#### **2.1.3 Eligible Bidders**

- This Invitation for Bids is open to all bidders meeting the basic requirements mentioned in the Bid Data Sheet.
- i) 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 contract. Any agreement that forms a joint venture, consortium or association shall be required to be

submitted as part of the Bid and shall be attested.

- ii) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) are associated or have been associated, 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 and other documents to be used.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) 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 Bid of another Bidder or influence the decisions of the Procuring Agency regarding this Bidding process.
  
- x) A Bidder may be ineligible if –
  - (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) payments in favor of the Bidder are 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;
  - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) the Bidder is convicted, by a final judgment, of any

offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, Service Provider and contractor is blacklisted/debarred by any international organization.

xi) 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.

xii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiii) Bidders shall submit proposals 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 percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**2.1.5. One person one bid**

i) As per Rule 36A of Punjab Procurement Rules 2014, 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.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same



Bidding process.

- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.1.6. Work  
Plan/Deputation  
Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

## **2.2. The Bidding Documents**

**2.2.1. Content of  
Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Schedule of Requirements
  - (g) Bid Form
  - (h) Bidder Profile Form
  - (i) General Information Form
  - (j) Affidavit
  - (k) Bid Security Form
  - (l) Technical Bid Form
  - (m) Contract Form
  - (n) Financial Bid Form / Price Schedule
  - (o) Performance Guarantee Form

(p) Integrity Pact Form

(q) Check List

- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) In case of failure on the part of any person, firm, contractor, company, consultant and other organization to submit an e-bid or proposal and e-application on account of any technical error or internet failure, not attributable to the procuring agency, may not constitute mis-procurement or otherwise affect the integrity of the procurement process.

**2.2.2. Clarification  
of Bidding  
Documents**

- i) The e-PADS contains a mechanism for clarifications. A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency on e-PADS. The Procuring Agency will respond on e-PADS to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of e-Bids prescribed in the Bid Data Sheet.
- ii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond on e-PADS to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iii) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- iv) 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 Documents.

- v) 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 promptly on e-PADS for all prospective Bidders who intend to participate in the Bidding. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment  
of Bidding  
Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner on e-PADS, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that intend to participate in Bidding process will be notified of the amendment on e-PADS, and the amendments will be binding on them.
- iii) 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.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be uploaded on e-PADS.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14,

in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the operation and maintenance services to be provided.

### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 7.9 the unit prices (where applicable) and total Bid price of the services which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise.
- iii) The bidders shall quote their rates against each entry / item of DNIT / BOQs (instead of percentage) and completely fill the pages of rate analysis / summary / sub-summary, as required in the financial bid. All incomplete financial bids (i.e., blank DNIT / BOQs and blank entries / pages of rates analysis / summary / sub-summary etc.) shall be declared as “non-responsive” and not to be included in the competition for determination of lowest evaluated bidder.
- iv) The Bidder’s separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency’s right to contract on any of the terms offered.
- v) Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be

treated as non-responsive and may be rejected.

**2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department) and all applicable taxes (including PRA) while preparing financial bid.
- iii) Sales Tax to the extent as provided in the Punjab Sales Tax on Services (Withholding) Rules 2015 shall be deducted and withheld from payment to be made to the service provider for depositing with the Government of Punjab.

**2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
  - (c) The Bidder shall sign and stamp the Integrity Pact provided at forms of the Bidding Documents for all procurement contracts exceeding Rupees ten Million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

**2.3.6. Bid Security**

- i) The Bidder shall submit, as part of its bid, hard copy of the financial instrument in addition to the soft copy uploaded on e-PADS as bid security of the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency

against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

- iii) The Bid security shall be in Pakistan Rupees and shall be in form of CDR / Bank Guarantee from any Scheduled Bank in Pakistan, in favor of Chief Engineer / D.G. (O&M), PSPA valid for 30 Days, beyond the validity of Bid.
- iv) Any Bid for which bid security isn't received in hard form at the office of Chief Engineer / D.G. (O&M) before E-bid submission deadline may be rejected by the Procuring Agency as non-responsive. However, all such bidders shall be under an obligation to submit the financial instrument to the procuring agency (with cogent / plausible / justified reason for not submitting the same in time) as soon as possible in order to get the financial instrument released for encashment purpose from the issuing financial institution. In case of failure of submission of original bid security instrument (without any cogent / plausible / justified reason) as bid security by a bidder / contractor prior to the deadline for the submission of bids, the procuring agency may forfeit the same after providing an opportunity of hearing to the concerned bidder. However, in terms of Rule 67A of PPR-14, the bidder may file a representation against such decision of procuring agency before Managing Director, PPRA.
- v) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- vi) The Bid security of unsuccessful bidder shall only be released upon the hard copy by adopting the following mechanism:
  - (a) Written request certifying that bidder has no objection or grievance against the Procurement process.
  - (b) Time for grievance period as provided by Punjab Procurement Rules-2014 has expired.
  - (c) If he filed a grievance and same is dismissed by the Grievance Committee.
- vii) The successful Bidder's Bid security shall only be released upon the hard copy subsequent to the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- viii) The Bid security may be forfeited:

- a. if a Bidder withdraws its Bid through written notice during the period of Bid validity specified by the Bidder on the Bid Form; or
- b. in the case of a successful Bidder, if the Bidder:
  - i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
  - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
  - iii. If the bidder does not accept the correction of his Bid Price pursuant to IB 2.5.6 hereof; or
  - iv. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

**2.3.7. Period of Validity of Bids**

- i) E-Bids shall remain valid for the period specified in the Bid Data Sheet after the date of e-Bid opening prescribed by the Procuring Agency. A e-Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.8. Format and Signing of Bid**

- i) The procuring agency doesn't require the submission of hard copies of the bids. All the e-bids shall be submitted on the e-PADS in the manner as specified in the advertisement and the bidding documents.
- ii) Electronic signatures, individual identification, and encryptions generated by the approved system shall suffice to meet the requirement of the rules with respect to the signing and sealing of the documents.
- iii) In case e-bid or proposal including record submitted on the e-PADS found corrupt, un-readable or contain virus, the e-bid or proposal shall be rejected.

- iv) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.9. Minimum Wage rates/all applicable taxes**

- i) The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department) and all applicable taxes (including PRA) while preparing financial bid.

**2.4. Submission of Bids**

**2.4.1 Sealing and Marking of Bids**

- i) Submission of encrypted electronic file shall be deemed submission in “envelope” or “package” as mentioned in the rules.
- ii) Electronic signatures, individual identification, and encryptions generated by the approved system shall suffice to meet the requirement of the rules with respect to the signing and sealing of the documents.
- iii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two encrypted electronic files submitted simultaneously via uploading on the e-PADS, one called the Technical Proposal and the other Financial Proposal.

**2.4.2 Deadline for Submission of Bids**

- i) The complete E-bids must be submitted online on e-Procurement System (EPADS) website i.e. <https://punjab.eprocure.gov.pk> no later than the time and date specified in the Bid Data Sheet.
- ii) The bidder shall complete and authenticate his e-bid or proposal and submit it within time.
- iii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**2.4.3. Corrupt, un-**

- i) In case e-bid or proposal including record submitted on the e-



**readable or virus  
containing e-bid**

PADS found corrupt, un-readable or contain virus, the e-bid or proposal shall be rejected.

**2.4.4. Modification  
and Withdrawal of  
Bids**

- i) The Bidder shall be allowed to alter or modify or withdraw his e-bid or proposal before the closing time for submission of the e-bid or proposal.
- ii) No e-Bid may be modified after the deadline for submission of e-Bids.
- iii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval through written notice may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
- iv) Revised e-bid may be submitted after the withdrawal of the original e-bid before the deadline for submission of e-Bids.

**2.5. Opening and Evaluation of Bids**

**2.5.1. Opening of  
Bids by the  
Procuring Agency**

- i) The term "opening" wherever appearing in the PP Rules 2014 shall, inter alia, refer to downloading, de-encrypting or reading a secure encrypted electronic folder or file within the meaning of Rule 30 of PP Rules, 2014.
- ii) The e-bid or proposal and e-application for prequalification, as the case may be, shall be opened on the e-PADS on the time and place as specified in the Bid Data Sheet.
- iii) For opening of an e-bid or proposal and e-application for prequalification, as the case may be, the e-PADS shall, at the time of opening, provide one time password to all the members of the concerned committee upon their registered numbers and emails.
- iv) The e-PADS shall not allow to open the e-bid or proposal and e-application for prequalification, as the case may be, unless all the committee members enter one time password.

- v) The Procuring Agency will open all e-Bids on e-PADS, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance and the same shall be uploaded on e-PADS.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals on e-PADS in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on e-PADS until the specified time of their opening. Only technically responsive bidder(s) will be qualified for opening of financial bid(s). Financial bid(s) of bidder(s) found technically nonresponsive shall remain unopened in the e-PADS.
- vii) The encrypted files holding the Technical Proposals shall be opened and downloaded one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- ix) No e-Bid will be rejected at the time of Bid opening except for e-bids found corrupt, un-readable or containing virus.
- x) The Procuring Agency shall prepare minutes of the Bid opening.
- xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the

contents and affect the record. A copy of the record shall be uploaded on e-PADS.

- xii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be through e-PADS. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a

change in the substance of a bid:

- a) evaluation & qualification criteria;
  - b) required scope of operation and maintenance services and related materials;
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly submitted through e-PADs; (iii) is accompanied by the required Bid Security (furnished in hard form before e-bid submission deadline); and (iv) conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria. A material deviation or reservation is

one (i) which affect in any substantial way the scope, quality or performance of the services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation which conforms to all the terms and conditions of the Bidding documents without material deviations. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) has been properly submitted through e-PADS;
  - d) is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VI – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the

technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices 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 Procuring Agency 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;
  - b) 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
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) 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.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

**2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

**2.5.8. Post-qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying 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 required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 7.9 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes (including PRA), duties, fees along with observance of minimum wages etc.

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so through e-PADS.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons, with proper powers and authorization to address the complaints of bidders that may occur prior to entry into force of the procurement contract. The GRC shall not have any of the members of the Procurement Evaluation

Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

- ii) Any Bidder feeling aggrieved by any act of the procuring agency can file its grievance before the GRC through e-PADS against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33. The Bidder shall also submit a hard copy of the same to the GRC in accordance with Rule 67 of PP Rules 2014. The same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge his grievance before the GRC through e-PADS not later than ten days after the announcement of the Final evaluation report. The Bidder shall also submit a hard copy of the same to the GRC in accordance with Rule 67 of PP Rules 2014. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the e-PADS for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- iv) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
- v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- vi) The procuring agency shall inform the decision on the grievance to the bidder on the e-PADS or in the form of letter,



as the case may be.

- vii) As per Rule 67-A of PPR-14, any bidder aggrieved by any decision of the Grievance Redressal Committee may file a representation before the Managing Director within seven days of communication of the decision.
- viii) The Managing Director may suspend the procurement proceedings till the final decision: Provided that mere filing of a representation does not mean suspension of the procurement process.
- ix) The decision of the Managing Director on representation or complaint, as the case may be, shall be final.
- x) A fee, to be decided by the Authority from time to time, in shape of demand draft shall be submitted in the name of the Managing Director for filing a representation or complaint, as the case may be. The refund of such fee in case of true and genuine representation or complaint and forfeiture in case of false and frivolous representation or complaint shall be decided by the Managing Director on case to case basis.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will shall upload letter of acceptance or purchase order, as the case may be, on the e-PADS and original copy of the same shall be sent to the successful Bidder or Contractor.
- ii) The notification of award will constitute the formation of the Contract.
- iii) The procuring agency and the successful bidder shall sign the contract manually. A signed copy of the Contract Agreement, where applicable, shall also be uploaded on the e-PADS.

- iv) The successful bidder or contractor, if required, shall submit hard copy of the financial instrument in addition to the soft copy uploaded on e-PADS as performance guarantee. The performance guarantee shall only be released upon the hard copy.
- v) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will release its Bid security upon hard copy, pursuant to ITB Clause 2.3.7 (v).

**2.6.2. Performance Guarantee**

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish hard copy of the financial instrument in addition to the soft copy uploaded on e-PADS of the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

- i) The procuring agency and the successful bidder shall sign the contract manually. A signed copy of the Contract Agreement, where applicable, shall also be uploaded on the e-PADS.
- ii) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

- iii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iv) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of operation and maintenance services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e., PPRA) may call from the Procuring Agency the justification of those grounds.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it

may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

**2.6.8. Corrupt or Fraudulent Practices**

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm,*

*directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

**ii) Blacklisting & Debarment:**

Blacklisted Service Providers and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting:** – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

**21. Blacklisting:** – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

#### **SCHEDULE**

see sub-rule (6) of rule 21

#### **BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any

*resource, issue show cause notice to a bidder or Contractor.*

2. *The show cause notice shall contain:*
  - (a) *precise allegation, against the bidder or Contractor;*
  - (b) *the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) *the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the*

*Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
  11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
  12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
  13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
  14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
  15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
  16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
  17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in General Conditions of Contract.



### **Section-III. Technical Specifications**

### 3.1. Technical Specifications

**Note:** The bidders are required to fill the rates only in Financial Bid / BoQ.

#### Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. RO Plant (500 LPH) for 12 months

*\* Note: The same will be applicable for all RO Plants (500 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Jumbo Filter PPF Micro 20" Prosity 1-5 Micron, Material High Pressure Plastic Melt Blown PE	No	12	
2	Plant Operator, 1 Nos.	Man Months	4	
3	Water Testing (From ISO Approved Lab)	Quarterly	4	
4	Antiscalent Chemical (DOSING) Dosing Rate: 5 Ppm	Kg	7.2	
5	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

#### Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. UF Plant (500 LPH) for 12 months

*\* Note: The same will be applicable for all UF Plants (500 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Plant Operator, 1 Nos.	Man Months	4	
2	Water Testing (From ISO Approved Lab)	Quarterly	4	
3	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. RO Plant (1000 LPH) for 12 months**

*\* Note: The same will be applicable for all RO Plants (1000 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Jumbo Filter PPF Micro 20" Prosity 1-5 Micron, Material High Pressure Plastic Melt Blown PE	No	12	
2	Plant Operator, 1 Nos.	Man Months	4	
3	Water Testing (From ISO Approved Lab)	Quarterly	4	
4	Antiscalent Chemical (DOSING) Dosing Rate: 5 Ppm	Kg	14	
5	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. UF Plant (1000 LPH) for 12 months**

*\* Note: The same will be applicable for all UF Plants (1000 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Plant Operator, 1 Nos.	Man Months	4	
2	Water Testing (From ISO Approved Lab)	Quarterly	4	
3	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. RO Plant (2000 LPH) for 12 months**

*\* Note: The same will be applicable for all RO Plants (2000 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Jumbo Filter PPF Micro 20" Prosity 1-5 Micron, Material High Pressure Plastic Melt Blown PE	No	12	
2	Plant Operator, 1 Nos.	Man Months	4	
3	Water Testing (From ISO Approved Lab)	Quarterly	4	
4	Antiscalent Chemical (DOSING) Dosing Rate: 5 Ppm	Kg	29	
5	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. UF Plant (2000 LPH) for 12 months**

*\* Note: The same will be applicable for all UF Plants (2000 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
1	Plant Operator, 1 Nos.	Man Months	4	
2	Water Testing (From ISO Approved Lab)	Quarterly	4	
3	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. MF Plant (2000 LPH) for 12 months**

*\* Note: The same will be applicable for all MF Plants (2000 LPH).*

Sr. No.	Description	Unit	Quantity	Bidder to Specify
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<b>1</b>	Jumbo Filter PPF Micro 20" Prosity 1-5 Micron, Material High Pressure Plastic Melt Blown PE	No	12	
<b>2</b>	Plant Operator, 1 Nos.	Man Months	4	
<b>3</b>	Water Testing (From ISO Approved Lab)	Quarterly	4	
<b>4</b>	Sodium Hypochlorite	Kg	18	

**Tentative Details of personnel required/ Technical Specifications for Operation and Maintenance of 1 No. RO Plant (4000 LPH) for 12 months**

*\* Note: The same will be applicable for all RO Plants (4000 LPH).*

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Bidder to Specify</b>
<b>1</b>	Jumbo Filter PPF Micro 20" Prosity 1-5 Micron, Material High Pressure Plastic Melt Blown PE	No	12	
<b>2</b>	Plant Operator, 1 Nos.	Man Months	4	
<b>3</b>	Water Testing (From ISO Approved Lab)	Quarterly	4	
<b>4</b>	Antiscalent Chemical (DOSING) Dosing Rate: 5 Ppm	Kg	58	
<b>5</b>	Chemicals for Cleaning (CIP), Disinfection, Tank Cleaning, Site Disinfection and other cleaning material etc Acidic/Alkaline	Kg	18	

### 3.2 Scope of Services

Under Section 09 of the PSPA Act 2024, all public sector drinking water filtrations, purification plants and facilities owned by the Government, local government, public sector company or any entity owned or controlled by the Government have been transferred to Punjab Saaf Pani Authority. PSPA is now responsible for the rehabilitation and O&M of all the WFPs (5,182) across Punjab. PSPA has recently rehabilitated 1,800 dysfunctional WFPs in Punjab and now taking over the functional WFPs from all other departments in a phased manner. Moreover, PSPA's O&M contracts for WFPs installed by PSPA are also going to expire in August.

Therefore, the instant tender is being called as a Closed Framework O&M Contract so that no plant remains unattended in **DG Khan Division** once it is taken over by the Authority or its existing O&M Contract expires.

As a whole, the successful Bidder will be expected to provide the services for total 12 months. However, the O&M of the respective / individual Water Filtration Plants shall be deemed to have been effective from the date of handing over the plant by the Engineer In-charge to the successful Bidder and payment will be made on proportionate basis accordingly. A formal letter will be issued by the Engineer In-charge in this regard that will serve as the effective date of O&M of the respective plant.

The overall scope of the services is hereunder:

- i. The bidder is required to employ / deploy dedicated qualified technical plant operators / personnel required as mentioned in bidding documents for proper execution & supervision of the work. If the required staff is not employed, it will be considered as default on bidder's part and action will be taken against the bidder under terms and condition of tender documents. The bidder is also required to ensure bidder's employee / staff well in uniform along with all requisite gadgets of Health & Safety at execution site.
- ii. The bidder shall be responsible for safety and security of plants. Any theft or damage shall be recovered from the bidder on bidder's own risk and cost.
- iii. Installation shall be in well maintained condition at the time of handing over to the Authority after successful completion of contract and it will be ensured through joint inspection of client / firm representatives.
- iv. The duration of operation and maintenance contract will be for 12 months as a whole and shall include, but not be limited to, the following functions and activities for all Water Plants irrespective of the handing over date to the Contractor during the currency of the contract;
  - a. Operation of the Plants and the Equipment.
  - b. Repaint of Plant house along with replacement of defective parts with original principal parts as already installed.
  - c. Dosing of process control chemicals, if required
  - d. All the process and Plant control measures and activities.
  - e. All the process and Plant relates troubleshooting.
  - f. The bidder shall ensure by bidder's own means and guarantee that the product water in every aspect shall be in accordance with the WHO guidelines. The composition of

the feed water, in terms of its constituents and their variations, of whatsoever nature, shall not prevent the bidder from achieving the desired performance results.

**g.** The bidder shall employ its best efforts to minimize nuisance for the surrounding areas as per guidelines of EPA.

**h.** The bidder shall be responsible to ensure that the surrounding areas remain in hygienic condition (cleanliness of plant houses, machinery and dispensing area). Eradication of epidemic (dengue etc.) and making arrangements for prevention of water stagnation etc. Otherwise, the bidder will be accountable for all kind of litigations.

**i.** The bidder shall have to ensure the availability of necessary and adequate spare parts / machineries of each capacity on standby mode, for forthwith rectifications of complaints.

**j.** The bidder shall be responsible for safety and security of plants. Any theft or damage shall be recovered from the bidder on bidder's own risk and cost.

**k.** Any complaint received from public / PSPA Staff regarding efficiency / operation should be resolved by the bidder within (05-hours for minor and 24 hours for major issues) otherwise penalty @Rs.3,000.00 per hour will be imposed.

**l.** Surprise visits at filtration plants sites may be conducted by PSPA. Any negligence or shortcoming (may not be limited to Cleanliness & maintenance of plant house, machinery, dispensing area, water taps / valves, Tiles etc.) shall result in imposition of fine / penalty @ Rs.2000 per site / day.

**m.** The bidder shall be responsible for resolution of all complains for 03 months beyond handing over of plants to Authority without any additional cost.

**n.** The bidder shall have to submit water testing report(s) quarterly, from laboratory duly approved / recommended by PSPA officials / as per satisfaction / approval of Engineer In Charge at both ends i.e., inlet and outlet.

**o.** The bidder shall maintain and share proper record/ reports pertaining pictorial evidences (pre and post rectification status of plants) enclosed with google mapping/ location, timings apropos to the O&M activities and complaints received and requisite measures opted to rectify those complaints. The bidder will submit the same to Engineer In-charge as and when directed to do so. Further, to accomplish above stated tasks and Contract Management, firm shall provide 02-No Brand-New smart phone having capability to capture and transmit/ receive clear pictorial reports of the Plants for complaint Management to PSPA.

**p.** In case any deficiency found in quality of product water in the water test reports submitted, this shall be the sole responsibility of bidder's firm and its rectification including replacement of filter media up to warranty period of 03-years in case of change of O&M contractor (succeeding contractor) even after expiry of O&M period.

**q.** Duration of Framework Contract of O&M of Filtration Plants shall be 12 months as a whole.

**r.** The bidder will provide all the services / features mentioned in Tender / Bidding documents.

**s.** The bidder shall be responsible of quality of product water during Defect Liability Period.

- t.** The bidder shall coordinate the matters/affairs with authorized officer of PSPA regularly be nominated by Engineer In charge.
- u.** The bidder will not charge the extra rate like service, travelling or carriage charges etc. which is not included in BOQ.
- v.** The scope of work may be increased or decreased in future in accordance with the permissible rules.
- w.** Equivalency of any component shall be subject to prior approval from Engineer In charge.
- x.** Electricity Charges concerning O&M of the plants shall be borne by the client.
- y.** The bidder will have to get the quality of material checked and finished work tested by the supervisory staff of Punjab Saaf Pani i.e., Director Projects & Quality Control (South Zone) as per his satisfaction and obtain the certificate to this effect. No payment shall be released if the material is not got checked & finished product not got tested finally as per satisfaction of Engineer In-charge and the quality of product water is not as per WHO standards.



## Section-IV: Bid Data Sheet

#### 4.1. Bid Data Sheet (BDS)

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

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>1.</b>	<b>2.1.1</b>	<p><b>Name of Procuring Agency:</b> Punjab Saaf Pani Authority.</p> <p><b>Name of the Contract:</b> Framework Contract for Operations and Maintenance of 388 No. Water Filtration Plants - South Zone (DG Khan Division)</p>
<b>2.</b>	<b>2.1.2</b>	<p><b>Name of financing institution:</b> Government of the Punjab</p> <p><b>Identification number of the Contract:</b> Tender No. Dir (P&amp;C) / 111</p>
<b>3.</b>	<b>2.1.3 (iv)</b>	<p>Maximum number of members in the joint venture, consortium or association shall be: 2.</p> <p><i>(The lead partner must hold at least &gt; 50% shares whereas other partner should hold not less than 25% shares.)</i></p>
<b>B. Bidding Documents</b>		
<b>6.</b>	<b>2.2.2</b>	The address for clarification of Bidding Documents is Chief Engineer / D.G. (O&M), EFU House, 4th Floor, Jail Road, Main Gulberg, Lahore.
<b>7.</b>	<b>2.2.2</b>	Pre-bid meeting will be held at Committee Room of PSPA, situated at EFU House, 4th Floor, Jail Road, Main Gulberg, Lahore on 18.06.2025 at 01:45 PM.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
<b>8</b>	<b>2.3.1</b>	The language of bid and all correspondence related thereto shall be in English.
<b>9</b>	<b>2.3.4</b>	Prices shall be quoted in Pak Rupees.
<b>10.</b>	<b>2.3.4 &amp; 2.3.9</b>	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
<b>D. Preparation and Submission of Bids</b>		

<b>11.</b>	<b>2.1.3</b>	<p>Qualification Criteria/Knock down criteria (Relevant Documents to be attached by the bidder).</p> <p>i) Having valid License from PEC in category C4 &amp; Above with relevant code ME-06.</p> <p>ii) Registered with the registration system available on the e-PADS.</p> <p>iii) Registered with tax authorities &amp; who are on Active Taxpayers list of FBR &amp; PRA.</p> <p>iv) Registration certificate / Memorandum of Association / Article of Association / Partnership deed registered with sub-registrar / Affidavit of sole proprietorship.</p> <p>v) Work Experience of Installation / Rehabilitation or at least 01 Year O&amp;M of minimum 50 no. of Filtration Plants in last (05) years with cost of not less than Rs. 50 million.</p> <p>vi) Establishment of business from at least 03-years.</p> <p>vii) Submission of Original Bid Security instrument in the shape of CDR / Bank Guarantee from any Scheduled Bank in Pakistan, in favor of Chief Engineer / D.G. (O&amp;M), PSPA for amounting to Rs. 2,454,855/- in hard form, before the E-bid Submission deadline, at the Office of Chief Engineer / D.G. (O&amp;M).</p> <p>viii) No blacklisting affidavit on judicial stamp paper duly certified by Notary Public / Oath Commissioner.</p> <p>ix) Affidavit to the effect that: -</p> <ul style="list-style-type: none"> <li>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</li> <li>The provided information is correct.</li> </ul> <p>x) Signed and Stamped Integrity Pact on judicial Stamp Paper of Rs. 100/- duly certified by Notary Public / Oath Commissioner.</p>
<b>12.</b>	<b>2.1.1</b>	<p>Bid shall be submitted to: Chief Engineer / D.G. (O&amp;M)</p> <p>Punjab Saaf Pani Authority</p> <p>EFU House, 4th Floor, Jail Road,</p> <p>Main Gulberg, Lahore.</p>
<b>13.</b>	<b>2.4.2</b>	<p>The deadline for Bid submission is</p> <p>01:00 PM on 26.06.2025</p>
<b>14.</b>	<b>2.5.1</b>	<p>Time for Bid opening.</p> <p>01:45 PM on 26.06.2025</p>
<b>15.</b>	<b>2.6.2</b>	<p>Standard form and amount of Performance Guarantee acceptable to the Employer: Irrevocable Unconditional Bank Guarantee from any Scheduled Bank in Pakistan for a sum equivalent to <b>5 %</b> of the accepted tender Price.</p> <p><i>Note: The bidder will be required to submit the Performance Guarantee as per the tentative bid cost calculated for O&amp;M of all the plants for full duration of 12 months. However, actual payments will be made w.e.f. effective dates of handing over the respective plants to the Contractor by the Engineer In-</i></p>

		<i>charge.</i>
16.	2.3.6	Estimated Contract Price is: <b>Rs. 122,742,731 /-</b>  Amount of Bid security is: <b>Rs. 2,454,855/-</b>
17.	2.3.7	Bid validity period after opening of the Bid is: 120 Days.
<b>E. Opening and Evaluation of Bids</b>		
18.	2.5.1	The Bid opening shall take place on e-PADS in the office of: Chief Engineer / D.G. (O&M) Punjab Saaf Pani Authority EFU House, 4th Floor, Jail Road, Main Gulberg, Lahore. <b>At 01:45 PM on 26.06.2025.</b>
19.	2.3.4	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupee  The source of exchange rate shall be: Selling rate, as notified by the State Bank of Pakistan.  The date of exchange rate shall be: 26.06.2025
<b>F. Bid Evaluation Criteria</b>		
20.	2.5.8	Single Stage Two Envelope Bidding Procedure will be adopted. The technical bids will be evaluated based on the following criteria:

#### TECHNICAL EVALUATION CRITERIA

Sr. No.	Description	Allocated Marks	Total Marks
1	<b>Company Profile &amp; Experience</b>		35
i.	<b>Company Profile</b> Establishment of business from at least three years (From Registration date of NTN / FBR) <ul style="list-style-type: none"> <li>No Marks will be awarded for experience less than three (03) years.</li> <li>5 Marks will be awarded for three (03) years' experience.</li> <li>For more than three (03) years' experience, 1 mark will be awarded for each year, subject to a maximum of 10 marks in total.</li> </ul>	10	
ii.	<b>Relevant Experience</b>	25	

	<p>Work Experience of Installation / Rehabilitation or at least 01 Year O&amp;M of minimum 50 no. of Filtration Plants with a cost of not less than Rs 50 million in last (05) years.</p> <ul style="list-style-type: none"> <li>• Full Marks for having experience of 50 or more no. of Filtration plants with a cost of not less than Rs 50 million.</li> <li>• No marks will be given if less than 50 no. of filtration plants or if cost less than Rs 50 million.</li> </ul> <p>No Marks will be given if the copy of work order / agreement / documentary proof and completion certificate of mentioned projects are not attached.</p>		
<b>2</b>	<b>Financial Position</b>		
i.	<p><b>Annual Turnover (last 03 years)</b></p> <p>Average Annual Turnover of at least Rs. 35 million in last three (03) years.</p> <ul style="list-style-type: none"> <li>• Full Marks if average annual turnover is Rs. 50 million or more.</li> <li>• 50 % Marks if average annual turnover is less than Rs. 50 million but greater than or equal to Rs. 35 million.</li> <li>• No marks will be given if average annual turnover is less than Rs. 35 million.</li> </ul> <p>No Marks will be given if the Annual Audit Reports of last three years duly certified by chartered accountant are not attached.</p>	10	20
ii.	<p><b>Bank Balance / Credit Limit</b></p> <p>If bank balance + credit limit up-to 26<sup>th</sup> June, 2025 is equal to or more than estimate of instant tender, full marks may be awarded. Otherwise, the marks may be awarded as:</p> $\frac{\text{Closing Balance} + \text{Credit Limit}}{\text{Estimated Price of Current Tender}} \times 10$	10	
<b>3.</b>	<b>Human Resource</b>		
i.	<p><b>Total HR strength of firm / company</b></p> <p><i>The verification of engineers will be confirmed from Pakistan Engineering Council online website OR verified</i></p>		15

	<p><i>through PEC acknowledgement receipts which must be attached by the bidder. No marks will be given if the Employment Status didn't show employed with the firm at online verification of PEC website OR if bidder does not attach acknowledgement receipt.</i></p> <p><i>Bidders will provide short CVs showing details of experts are desired by highlighting the name of expert, qualification, year of graduation or other degree(s), general experience, specific experience, designation, time of association with this firm, PEC affiliation with evidence.</i></p>		
(i)	01 Site Engineer (B.Sc. Civil Engineer Min. 03 years relevant experience)	6	
(ii)	02 Site Supervisors (DAE with Min. 05 years relevant experience)	4 (02 Marks each)	
(iii)	02 Electrician (Min. 05 years relevant experience)	2 (1 Mark each)	
(iv)	02 Mechanic (Min. 05 years relevant experience)	2 (1 Mark each)	
(v)	02 Plumbers (Min. 05 years relevant experience)	1 (0.5 Mark each)	
<b>4.</b>	<b>Technical Specifications</b>		
	<p><b>Technical Specifications to be specified by the bidder (Page # 34 - 37)</b></p> <ul style="list-style-type: none"> <li>• 20 Marks will be given If bidder complies in totality with the technical specifications mentioned against each item.</li> <li>• If the bidder deviates from the mentioned specifications, they will be evaluated &amp; marked by the Technical Evaluation Committee accordingly.</li> </ul> <p>The decision of the Technical Evaluation Committee will be final in this regard.</p>	20	20
<b>5.</b>	<b>Offices / infrastructure</b>		
	<p><b>List of offices in big cities of Punjab with following grading: -</b></p> <p>DG Khan, Multan, Bahawalpur = 5 marks each (Subject to maximum limit of cumulative 10 marks)</p>	10	10

	Any other city = 02 marks each (Subject to maximum limit of cumulative 10 marks) <b>Required details are as under: -</b> Complete address, valid ownership / rent agreement, years of office established on the same place. In case of missing or outdated information, no marks may be awarded.		
		<b>Total</b>	<b>100</b>
The applicant must score total 65 marks and at least 50% marks in each category, to qualify.			

### G. Award of Contract

<b>21.</b>	<b>2.6.2</b>	The Performance Guarantee shall be: 5% of the accepted Bid Price  <i>Note: The bidder will be required to submit the Performance Guarantee as per the tentative bid cost calculated for O&amp;M of all the plants for full duration of 12 months. However, actual payments will be made w.e.f. effective dates of handing over the respective plants to the Contractor by the Engineer In-charge.</i>
<b>22.</b>	<b>2.6.2</b>	The Performance guarantee shall be in the form of: Irrevocable Unconditional Bank Guarantee from any Scheduled Bank in Pakistan

## **Section-V: General Conditions of Contract**

GOVERNMENT OF THE PUNJAB

CONTRACT FORM FOR EXECUTION OF WORK

(To be procured by the Contractor)

Copies of the Contract Form for Execution of Work can be obtained from Finance Department Punjab's Website as well as from the Employer.



## **Section-VI. Schedule of Requirements/Work Plan/ Deputation Plan**

The duration of the O&M Services will be 12 months as a whole. The Bidder shall provide the Provision Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the services and parts of the services may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence:

<b>Description</b>	<b>Time for Completion</b>
a) O&M of Water Filtration Plants	12 months as a whole from Engineer's Notice to Commence.

The Bidder is further required to submit a narrative outlining the method of providing the services. The narrative should indicate in detail and include but not be limited to:

- 1.** Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
- 2.** Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- 3.** The method of provision of services, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
- 4.** Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
- 6.** The Contractor should submit appropriate plans detailing how they intend to coordinate the operation and maintenance activities of the system so that the water supply is not disturbed or disrupted in any manner, and how they will ensure that the necessary facilities are available to enable it.

**NOTE:** The Bidder shall provide the methods for providing the services in compliance with the Technical Specifications. These shall form part of and be included at the relevant appendix in the respective Contracts.

## **Section-VII: Sample Forms**

## 7.1 Bid Form

*[To be signed & stamped by the Service Provider and reproduced on the letter head. **To be only attached with the financial Bid.** The bidder shall in no case include any data of his Financial Bid in the encrypted file containing the Technical Bid. Any violation of this prescription will result in bid rejection.]*

Date: \_\_\_\_\_

To: Chief Engineer / D.G. (O&M), Punjab Saaf Pani Authority

Sir,

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of \_\_\_\_\_ *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of 120 days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following: -**

- a) Complete bidding document (without filling) signed and stamped electronically through e-PADS by the bidder

- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original bid security valid for 30 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **7.10**.
- **Note:** Original Bid Security instrument must be submitted in an envelope clearly marked with the Tender Serial Number and Title, before the E-bid Submission deadline at the Office of Chief Engineer / D.G. (O&M) situated at 4th Floor, EFU House, Main Gulberg, Jail Road, Lahore and any deficient amount from the amount sated in NIT will result in rejection of bid.

**Financial bid includes the following: -**

- a) Original Bid form (as per **form 7.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 7.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of Bid security valid for 30 Days, beyond the validity of Bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency
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(if none, state "none")	
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We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 7.2. Bidder's JV Members Information Form

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*

Date: \_\_\_\_\_

Tender Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name:
2. Bidder's JV Member's name:
3. Bidder's JV Member's country of registration:
4. Bidder's JV Member's year of registration:
5. Bidder's JV Member's legal address in country of registration:
6. Bidder's JV Member's authorized representative information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 7.3. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

#### a) Audited Financial Statement Attachment (Last 3 years)

Yes	No
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#### b) Details of Experience (Last Five Years)

(i)	<b>Similar Project (Agency/Department)</b>	<b>Item Name</b>
(ii)	<b>Value of total Projects/Tenders/POs</b>	<b>Amount</b>

#### c) Staff Detail

Yes	No
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#### 7.4. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

	<b>Particulars</b>			
<b>Company Name</b>				
<b>Abbreviated Name</b>				
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>	
<b>PRA Tax No.</b>				
<b>No. of Employees</b>			<b>Company's Date of</b>	
			<b>Formation</b>	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

<b>Registered Office Address</b>		<b>State/Province</b>	
<b>City/Town</b>		<b>Postal Code</b>	
<b>Phone</b>		<b>Fax</b>	
<b>Email Address</b>		<b>Website Address</b>	

### 7.5. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.
- (iv) The firm has no conflict of interest with one or more parties in this Bidding process.
- (v) The firm is not associated or have been associated, 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 and other documents to be used.
- (vi) The firm doesn't have controlling shareholders in common with one or more parties in this Bidding process.
- (vii) The firm hasn't received or have received any direct or indirect subsidy from one or more parties in this Bidding process.
- (viii) The firm has not the same legal representative, as that of, one or more parties in this Bidding process, for purposes of this Bid.
- (ix) The firm doesn't have a relationship with one or more parties in this Bidding process, directly or through common third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Agency regarding this Bidding process.

*[Name of the Contractor/ Bidder/ Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_



## 7.6. Performance Guarantee Form

To,

*[name and address of the Procuring Agency]*

**WHEREAS** (Name of the Contractor/ Service Provider) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF \_\_\_\_\_"** procurement of the following:

1. ***[Please insert details]***.

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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.

### **[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

**Note:** *The Performance Guarantee must include the address (other than the issuing branch / authority) to which the Procuring Agency may communicate for verification of the instrument viz genuineness and originality.*

### 7.7. Technical Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Date: .....

Bid Reference No: Tender No. Dir (P&C) / 111

To: Chief Engineer / D.G. (O&M), Punjab Saaf Pani Authority

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended up to date super cedes this bidding document, in case of any contradiction, and the same are also binding upon us;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works: Framework Contract for Operations and Maintenance of 388 No. Water Filtration Plants - South Zone (DG Khan Division).
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with the instructions of Bidding Documents.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....

Address.....

## 7.8. Contract Form

This agreement made on \_\_\_\_\_ which shall be enforced with effect from \_\_\_\_\_ in pursuance of the Acceptance Letter No. \_\_\_\_\_ dated \_\_\_\_\_ between Chief Engineer / D.G. (O&M), Punjab Saaf Pani Authority (hereinafter referred to as the Client) and \_\_\_\_\_ (hereinafter referred to as the Contractor). WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein of the Works. It is hereby agreed by both the contracting parties as follows:

### ARTICLE-I

That the financial bid Tender No. Dir(P&C)/ \_\_\_\_\_ was opened on e-PADS on \_\_\_\_\_ at \_\_\_\_\_ by the Financial Bid Opening and Evaluation Committee for \_\_\_\_\_. Acceptance Letter for the above cited Subject at a total cost of \_\_\_\_\_ has been issued in favor of \_\_\_\_\_ dated \_\_\_\_\_.

### ARTICLE-II

That the bid security submitted with bid in shape of \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ issued by \_\_\_\_\_ will be released on accord of the instant agreement.

### ARTICLE-III

The contract agreement comprises of \_\_\_\_\_ pages detailed below: -

1. Invitation Notice for Bid
2. Acceptance Letter No. \_\_\_\_\_ dated \_\_\_\_\_ along with complete Bid schedule.
3. Memorandum / Article of Association.
4. Performance Guarantee in shape of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for amounting to \_\_\_\_\_ issued by \_\_\_\_\_ shall be released / returned 03-Month after successful completion of contract, verified from Bank vide No. \_\_\_\_\_ dated \_\_\_\_\_.
5. The General Conditions of Contract for works.
6. Bar Chart of Activity Schedule.

#### **ARTICLE-IV**

The contractor will have to complete the provision of services within the stipulated period, according to specifications as mentioned in the acceptance letter and Contract Agreement to the entire satisfaction of the Director Project & Quality Control (South Zone), Punjab Saaf Pani Authority.

#### **ARTICLE-V**

That if the contractor fails to comply with any of the conditions of the contract, he will be held liable for the consequences thereof which shall be either in the form of liquidated damages or allotment of work at his risk and cost or both. The damages so incurred shall be recovered from the contractor, either from his security money or his running/outstanding bills. Further, if any information/ document submitted by contractor/ firm, founds false, fabricated, materially incorrect at any stage, he/firm will be liable for blacklisting.

#### **ARTICLE-VI**

The payment for Escalation will be considered in accordance with instructions issued by the Government of the Punjab.

#### **ARTICLE-VII**

The following documents are to be construed as a whole and in the event of any dispute between the parties the parts of these documents shall control and take precedence in the following order: -

1. Contract Agreement.
2. Invitation Notice for Bid
3. Acceptance Letter No. \_\_\_\_\_ dated \_\_\_\_\_ along with complete Bid schedule.
4. Memorandum / Article of Association.
5. Performance Guarantee in shape of Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for amounting to ----- issued by ----- shall be released / returned 03-Months after successful completion of contract, verified from Bank vide No. ----- dated -----
6. The General Conditions of Contract for works.
7. Bar Chart of Activity Schedule.

**Chief Engineer / D.G. (O&M)**

### 7.9. Financial Bid Form/Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

MINIMUM WAGE RATE SHOULD BE STRICTLY ADHERED

Total Bid value in figures: \_\_\_\_\_

Total Bid value in words: \_\_\_\_\_

Discount/Rebate Offered: \_\_\_\_\_

Grand Total: \_\_\_\_\_

Detail of all applicable taxes/duties/charges (including PRA), must be included in the quoted rates.

**Note:**

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

**Stamp & Signature of Bidder** \_\_\_\_\_

- **For Bill of Quantities / Financial Bid, please refer to Volume 2 of Bidding Documents.**

## 7.10. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*

**Note:** The Bid Security must include the address (other than the issuing branch / authority) to which the Procuring Agency may communicate for verification of the instrument viz genuineness and originality.

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [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 the Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb 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, fees 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 consultation 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 GoPb, 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 GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times 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 GoPb.

Name of Employer: .....

Signature: .....

[Seal]

Name of Contractor: .....

Signature: .....

[Seal]

## Section VIII- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	2% Bid Security of estimated cost tender given by the department, submitted in hard form before the submission deadline of e-bids.		
2	Valid License from PEC in category C4 & Above with relevant code ME-06.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old.		
4	Copy of active Registration with Punjab Revenue Authority (PRA).		
5	Bidder's JV Member information as per <b>form 7.2</b> (If applicable).		
6	Registration certificate / Memorandum of Association / Article of Association / Partnership deed registered with sub-registrar / Affidavit of sole proprietorship.		
7	Proof of Work Experience of Installation or at least 01 Year O&M of minimum 50 no. of Filtration Plants in last (05) years with cost of not less than Rs. 50 million.		
8	Technical Bid Form (as per <b>form 7.7</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Bid Form (as per <b>form 7.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Bid Security Form (as per <b>form 7.10</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per <b>form 7.4</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit (as per <b>form 7.5</b> ) on judicial Stamp Paper of Rs. 100/- duly certified by Notary Public / Oath Commissioner		
13	Signed and Stamped Integrity Pact on judicial Stamp Paper of Rs. 100/- duly certified by Notary Public / Oath Commissioner		
14	<ul style="list-style-type: none"> <li>i. Company profile. Staff list along with location and address <i>[where applicable]</i>.</li> <li>ii. Annual Audit Reports duly certified by chartered accountant (last 03 years).</li> </ul>		



	<ul style="list-style-type: none"> <li>iii. Latest / renewed Credit Line Certificate / Bank Statement</li> <li>iv. Bidders profile Form on letter head of the firm, duly signed and stamped.</li> <li>v. Complete address, ownership / rent agreement, years of office established.</li> <li>vi. Technical Specifications as per Section 3.1</li> <li>vii. Registered with the registration system available on the e-PADS.</li> </ul>		
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**Stamp & Signature of Bidder** \_\_\_\_\_

**FINANCIAL BID**

**FOR**

**FRAMEWORK CONTRACT FOR OPERATIONS AND MAINTENANCE OF 388 NO.  
WATER FILTRATION PLANTS - SOUTH ZONE (DG KHAN DIVISION)**



**BILL OF QUANTITIES  
(VOLUME – 2 OF BIDDING DOCUMENTS)**

**PUNJAB SAAF PANI AUTHORITY**