

**BIDDING DOCUMENTS**  
**FOR**  
**FRAMEWORK CONTRACT FOR ACQUIRING DUAL PATH REDUNDANT**  
**FIBER OPTIC FTTX OF 100 MBPS FOR PSPA HEAD OFFICE**



**December 2025**

**PUNJAB SAAFE PANI AUTHORITY**

## Table of Contents

|   |           |
|---|-----------|
| <b>SECTION-I: INVITATION TO BIDS .....</b>  | <b>5</b>  |
| <b>SECTION-II: INSTRUCTIONS TO BIDDERS (ITB) .....</b>                            | <b>7</b>  |
| 2.1. INTRODUCTION.....  | 7         |
| 2.1.1 <i>Scope of Bid.</i> .....  | 7         |
| 2.1.2 <i>Source of Funds</i> .....  | 7         |
| 2.1.3 <i>Eligible Bidders</i> .....   | 7         |
| 2.1.4. <i>Cost of Bidding</i> .....   | 9         |
| 2.1.5. <i>One person one bid</i> .....  | 9         |
| 2.1.6. <i>Work Plan/Deputation Plan</i> .....                                     | 10        |
| 2.2. THE BIDDING DOCUMENTS.....   | 10        |
| 2.2.1. <i>Content of Bidding Documents</i> .....                                  | 10        |
| 2.2.2. <i>Clarification of Bidding Documents</i> .....                            | 11        |
| 2.2.3. <i>Amendment of Bidding Documents</i> .....                                | 12        |
| 2.3. PREPARATION OF BIDS .....  | 13        |
| 2.3.1. <i>Language of Bid</i> .....   | 13        |
| 2.3.2. <i>Bid Form</i> .....  | 13        |
| 2.3.3. <i>Bid Prices</i> .....  | 13        |
| 2.3.4. <i>Bid Currencies</i> .....  | 14        |
| 2.3.5. <i>Documents Establishing Bidder's Eligibility and Qualification</i> ..... | 14        |
| 2.3.6. <i>Bid Security</i> .....  | 14        |
| 2.3.7. <i>Period of Validity of Bids</i> .....                                    | 16        |
| 2.3.8. <i>Format and Signing of Bid</i> .....                                     | 16        |
| 2.3.9. <i>Minimum Wage rates/all applicable taxes</i> .....                       | 17        |
| 2.4. SUBMISSION OF BIDS .....   | 17        |
| 2.4.1 <i>Sealing and Marking of Bids</i> .....                                    | 17        |
| 2.4.2 <i>Deadline for Submission of Bids</i> .....                                | 17        |
| 2.4.3. <i>Corrupt, un-readable or virus containing e-bid</i> .....                | 17        |
| 2.4.4. <i>Modification and Withdrawal of Bids</i> .....                           | 18        |
| 2.5. OPENING AND EVALUATION OF BIDS.....  | 18        |
| 2.5.1. <i>Opening of Bids by the Procuring Agency</i> .....                       | 18        |
| 2.5.2. <i>Confidentiality</i> .....   | 20        |
| 2.5.3. <i>Clarification of Bids</i> .....   | 20        |
| 2.5.4. <i>Preliminary Examination</i> .....                                       | 21        |
| 2.5.5. <i>Examination of Terms and Conditions; Technical Evaluation</i> .....     | 22        |
| 2.5.6. <i>Correction of Errors</i> .....  | 23        |
| 2.5.7. <i>Conversion to Single Currency</i> .....                                 | 23        |
| 2.5.8. <i>Post-qualification &amp; Evaluation of Bids</i> .....                   | 24        |
| 2.5.9. <i>Contacting the Procuring Agency</i> .....                               | 24        |
| 2.5.10. <i>Grievance Redressal</i> .....  | 24        |
| 2.6. AWARD OF CONTRACT .....  | 26        |
| 2.6.1. <i>Notification of Award</i> .....   | 26        |
| 2.6.2. <i>Performance Guarantee</i> .....   | 27        |
| 2.6.3. <i>Signing of Contract/ Issuance of work Order</i> .....                   | 27        |
| 2.6.4. <i>Award Criteria</i> .....  | 28        |
| 2.6.5. <i>Procuring Agency's Right to Vary Quantities at Time of Award</i> .....  | 28        |
| 2.6.6. <i>Procuring Agency's Right to Accept or Reject All Bids</i> .....         | 28        |
| 2.6.7. <i>Re-Bidding</i> .....  | 28        |
| 2.6.8. <i>Corrupt or Fraudulent Practices</i> .....                               | 29        |
| <b>SECTION-III. TECHNICAL SPECIFICATIONS .....</b>                                | <b>34</b> |
| 3.1. TECHNICAL SPECIFICATIONS .....   | 35        |
| 3.2 SCOPE OF SERVICES.....  | 36        |

|   |           |
|---|-----------|
| <b>SECTION-IV: BID DATA SHEET .....</b>   | <b>42</b> |
| 4.1. BID DATA SHEET (BDS).....  | 43        |
| <b>SECTION-V: GENERAL CONDITIONS OF CONTRACT .....</b>  | <b>49</b> |
| 1. DEFINITIONS.....   | 49        |
| 2. APPLICATION.....   | 50        |
| 3. COUNTRY OF ORIGIN.....   | 50        |
| 4. STANDARDS.....   | 50        |
| 5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY .. | 50        |
| 6. PERFORMANCE GUARANTEE .....  | 50        |
| 7. INCIDENTAL MATERIAL.....   | 51        |
| 8. PAYMENT .....  | 51        |
| 9. PRICES .....   | 52        |
| 10. CHANGE ORDERS.....  | 52        |
| 11. CONTRACT AMENDMENTS .....   | 52        |
| 12. ASSIGNMENT .....  | 52        |
| 13. SUB-CONTRACTS .....   | 52        |
| 14. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE.....   | 52        |
| 15. LIQUIDATED DAMAGES.....   | 53        |
| 16. TERMINATION FOR DEFAULT .....   | 53        |
| 17. FORCE MAJEURE.....  | 55        |
| 18. TERMINATION FOR INSOLVENCY.....   | 56        |
| 19. TERMINATION FOR CONVENIENCE .....   | 56        |
| 20. RESOLUTION OF DISPUTES .....  | 56        |
| 21. GOVERNING LANGUAGE .....  | 57        |
| 22. APPLICABLE LAW .....  | 57        |
| 23. NOTICES.....  | 57        |
| 24. TAXES AND DUTIES .....  | 57        |
| <b>SECTION-VI. SPECIAL CONDITIONS OF CONTRACT .....</b>                                       | <b>58</b> |
| SPECIAL CONDITIONS OF CONTRACT .....  | 59        |
| 1. <i>Definitions (GCC Clause 1)</i> .....  | 59        |
| 2. <i>Performance Guarantee (GCC Clause 6)</i> .....  | 59        |
| 3. <i>Incidental Materials (GCC Clause 7)</i> .....   | 59        |
| 4. <i>Payment (GCC Clause 8)</i> .....  | 59        |
| 5. <i>Prices (GCC Clause 9)</i> .....   | 59        |
| 6. <i>Liquidated Damages (GCC Clause 15)</i> .....  | 59        |
| 7. <i>Resolution of Disputes (GCC Clause 20)</i> .....  | 60        |
| 8. <i>Governing Language (GCC Clause 21)</i> .....  | 60        |
| 9. <i>Applicable Law (GCC Clause 22)</i> .....  | 60        |
| 10. <i>Notices (GCC Clause 23)</i> .....  | 60        |
| SECTION-VII. SCHEDULE OF REQUIREMENTS/WORK PLAN/ DEPUTATION PLAN.....                         | 61        |
| <b>SECTION-VIII: SAMPLE FORMS .....</b>   | <b>62</b> |
| 8.1 BID FORM.....   | 63        |
| 8.2 . BIDDER'S JV MEMBERS INFORMATION FORM.....   | 65        |
| 8.3. BIDDER PROFILE FORM .....  | 66        |
| 8.4. GENERAL INFORMATION FORM .....   | 67        |
| 8.5. AFFIDAVIT .....  | 68        |
| 8.6. PERFORMANCE GUARANTEE FORM .....   | 69        |
| 8.7. TECHNICAL BID FORM.....  | 70        |
| 8.8. CONTRACT FORM .....  | 71        |
| 8.9. FINANCIAL BID FORM/PRICE SCHEDULE .....  | 73        |
| 8.10. BID SECURITY FORM .....   | 74        |
| <b>SECTION VIII- CHECK LIST.....</b>  | <b>75</b> |



## Section-I: Invitation to Bids

Punjab Saaf Pani Authority (PSPA) (hereinafter referred to as the “client”), invites E-Bids (by uploading PDF File) for framework Contract (initially of 12 months and further extendable for two more years) from professionally as well as financially sound and well Reputed Internet Service Providers, having valid License from **PTA** for **Local Loop (LL) & Class Value Added Services (CVAS)** and registered with **FBR & PRA** (NTN and PNTN) who are on Active Tax Payers list of FBR, 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 acquiring Dual Path Redundant Fiber Optic FTTX of 100 MBPS for PSPA Head Office**.

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 Dy Manager (Procurement & Contracts), PSPA for amounting to **Rs. 34,100/-**.

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 **Dy Manager (Procurement & Contracts)** 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 | 9 <sup>th</sup> January, 2026 at 01:00 PM |
| E-Bids Opening Date & Time    | 9 <sup>th</sup> January, 2026 at 01:30 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. 1,705,000/-** (Technical Sanction issued vide no. DM(IT)/PSPA/33 dated 14.10.2025).

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**

**Dy Manager (Procurement & Contracts)  
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 acquiring Dual Path Redundant Fiber Optic FTTX of 100 MBPS for PSPA Head Office, as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services initially for 12 months. The contract may be extended for further two years subject to performance of the internet services provider and mutual agreement of both the parties.

**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 requirements mentioned in the Bid Data Sheet. Furthermore:

- 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 8.9 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.

|   |   |
|---|---|
| <b>2.3.4. Bid Currencies</b>  | <ul style="list-style-type: none"> <li>i) Prices shall be quoted in <b>Pak Rupees</b> unless otherwise specified in the Bid Data Sheet.</li> <li>ii) The Bidders must adhere to the minimum wage rate (notified by Labor &amp; Human Resource Department) and all applicable taxes while preparing financial bid.</li> <li>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.</li> </ul>  |
| <b>2.3.5. Documents Establishing Bidder's Eligibility and Qualification</b> | <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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: <ul style="list-style-type: none"> <li>(a) that the Bidder has the financial, technical capability necessary to perform the contract;</li> <li>(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> <li>(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.</li> </ul> </li> </ul> |
| <b>2.3.6. Bid Security</b>  | <ul style="list-style-type: none"> <li>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.</li> <li>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).</li> </ul>  |

- 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 Dy Manager (Procurement & Contracts), 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 Dy Manager (Procurement & Contracts) 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 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-readable or virus containing e-bid**

- i) 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.

**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.

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 8.9 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, 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:*

#### ***SCHEQUE***

*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**

| <b>Sr. #</b> | <b>Description</b>                               | <b>Bidder to Specify</b> |
|--------------|--|--------------------------|
| 1            | DUAL PATH REDUNTANT FIBRE OPTIC FTTX OF 100 MBPS |                          |

### **3.2 Scope of Services**

- a. The firm / company will ensure dedicated Bandwidth of 100 Mbps upstream and downstream.
- b. The firm / company will ensure IP of /29 IPs (Live).
- c. The firm / company will ensure dedicated internet Bandwidth over fiber Optic Cable.
- d. The firm / company will ensure minimum SLA level uptime be 99.5 %.
- e. The firm / company shall have Primary Media of Fiber Optic Cable and Secondary Media should be of the same (Redundant Fiber Optic Cable from alternate route and node).
- f. Total 100 Mbps CIR/ dedicated internet bandwidth with auto failover solution is required over Fiber Optic Cable.
- g. The firm / company will ensure that the internet connectivity along with all related device/ equipment e.g., switches, routers, modules, convertors etc. will be directly terminated in the Server Room of PSPA Head Office.
- h. The firm must ensure that all the equipment shall be installed at both the ends for the dedicated (CIR) internet bandwidth (primary & secondary links and the same will be the property of the client after installation).
- i. Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable) in case of any failover. Moreover, the route and node of redundant/ back-up link must be different from primary Fiber Optic Cable path.
- j. Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
- k. Vendor / firm shall provide /29 Live IPs (whitelisted from PTA) to PSPA, Lahore.
- l. Internet services provider will conduct a thorough survey of the site for the installation of internet connectivity.
- m. The company shall depute qualified personnel for installation, configuration and testing of the said equipment.
- n. The equipment/ hardware supplied shall be brand new and complete in all respects (If any). The devices/ equipment delivered must be compatible to the existing network connectivity. Moreover, the technical staff of the company shall be involved in installation and configuration of same equipment provided (If required).
- o. The firm shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- p. All type of work related to installation (including setting-up of the equipment/devices i.e., ODF (Optical FIBRE Distribution Frame), joint enclosure and media convertor along with auto failover device etc.), configuration and testing of the Fiber Optic Cable within the premises of Head Office PSPA, Lahore, will be the responsibility of the vendor/ firm. Furthermore, all the restoration of Office Premises to the original condition will be the responsibility of the vendor/firm.

- q. The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must be the liability of vendor (if required).
- r. The ISP should be able to provide online usage report through web. The ISP must provide a usage report i.e., MRT Graph that can be accessed directly by Technical Staff of PSPA, Lahore.
- s. The firm will also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PSPA in order to avoid any damage to the cable.
- t. The services provided by the vendor/ firm must support all kind of error-free network traffic.
- u. Basic necessary training related to the installed equipment/ devices will be given to Network Staff of PSPA, Lahore to troubleshoot minor faults, errors etc.
- v. The firm / company shall be responsible of quality and quantity of the all types of equipment during the period of contract.
- w. The firm / company shall coordinate the matters/affairs with authorized officer of PSPA Lahore regularly be nominated by CEO, PSPA.
- x. The firm / company will render the payment invoice to Finance directorate duly signed / stamped by the concerned authorized officers of the Authority on monthly basis.
- y. The firm / company will not charge the extra rate like service, travelling or carriage charges etc.
- z. The scope of work may be increased or decreased in future in accordance with the permissible rules.
- aa. The firm / contractor will ensure execution of Work in accordance with terms & conditions stipulated in the bidding documents and acceptance letter along with Bid Schedule.
- bb. The firm / contractor shall execute the work concerning installation and operationalization of Internet Link within 7-days after the award of work.
- cc. The dedicated line/ service over Fiber Optic Cable provided to PSPA, Lahore, will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the client and the ISP.
- dd. If in case of any major fault or damages to the physical media (Fiber Optic Cable - primary and secondary links), ISP/ vendor fails to restore the internet services over physical media within the given time frame, a penalty will be imposed.
- ee. If in case of any major fault or damages to the physical assets occurred, the contractor will be liable to restore it.
- ff. The vendors must have established office(s) at Lahore, which will be inspected by the Agency's authorized Officer (if deemed necessary);
- gg. The firm / contractor define maximum acceptable latency (e.g., <30 ms domestic, <150 ms international) and packet loss (<1%).
- hh. The firm / contractor shall specify acceptable jitter values (<10 ms recommended).
- ii. The firm / contractor shall include a clause requiring basic DDoS mitigation and blackholing support.
- jj. The firm / contractor shall provide option for scalable upgrade to 200 Mbps in future without downtime.

kk. The firm / contractor shall ensure auto failover is seamless, without manual intervention and with <1-minute switchover time.

ll. The firm / contractor shall provide proof of redundancy topology diagram from ISP before commissioning.

mm. The firm / contractor shall be responsible for configuring automatic failover as well as link aggregation on the existing PSPA MikroTik Router Board to ensure seamless switching between the new dedicated 100Mbps CIR internet link provided by the bidder and the already available Flash Fiber PTCL connection.

nn. The firm / contractor shall provide documentation of the configuration and knowledge transfer to the IT team of PSPA.

oo. **IP Address Allocation:** The firm / contractor shall provide a minimum of two (2) IP pools of /29 each as part of the service.

- Each /29 pool must include usable public IP addresses for customer services.
- The IP pools shall be fully routable, publicly accessible, and dedicated to the client.
- The number of IP pools may be increased if further required by the client during the contract period.
- Any additional IP pools requested by the client must be provided at no extra cost and provisioned promptly.
- All IP allocations must comply with global routing standards and RIR policies

pp. **Integration With PSPA MikroTik Router:** The firm / contractor shall deploy the primary link on the existing PSPA MikroTik router and perform all required configurations.

- Configure the MikroTik router for the new primary ISP link, including interfaces and routing.
- Add and update all necessary routes to ensure correct traffic flow.
- Configure and ensure automatic failover with the existing secondary fibre link, including switchover and fallback.
- Test and validate failover/fallback functionality and provide a confirmation report.
- All configurations and testing must be done at no additional cost to the client

qq. The firm / company shall provide the following services every month:

#### **Internet Connectivity**

- Provide continuous, reliable internet access at agreed bandwidth.
- Ensure minimum uptime of **99.5%** per month.
- Monitor bandwidth usage and optimize for performance.

#### **Network Monitoring & Management**

- NOC monitoring **24/7/365** for all connected sites.
- Proactive identification and resolution of network issues.
- Monthly network performance reporting.

#### **Technical Support**

- First-line support: Response within **30 minutes**.
- Second-line support: Resolution within **4–6 hours** depending on severity.
- On-site support by field technicians if required.

#### **Maintenance**

- Preventive maintenance of network devices and cabling.
- Firmware/software updates for routers, switches, firewalls, and other equipment.
- Regular backup of configuration files.

#### **Security Management**

- Monitoring for potential network threats or intrusions.
- Firewall and access control management.
- Monthly security status report.

#### **Reporting & Documentation**

- Monthly SLA compliance report including uptime, downtime, and incident logs.
- Monthly invoice with detailed service report.
- Recommendations for network improvement or upgrades.

## SLA-Based Penalties (Rs per Hour)

### **Network Uptime / Availability**

| SLA Parameter        | Target            | Penalty Rate                                      |
|----------------------|-------------------|---|
| Network Uptime       | ≥ 99.5% per month | Rs 500 per hour of downtime beyond 0.5% allowance |
| Network Uptime < 95% | N/A               | Rs 1000 per hour of downtime                      |

#### **Note:**

- Planned maintenance ≤ 2 hours per month is excluded if pre-approved.
- Downtime is measured from NOC logs and confirmed incidents.

### **Incident Response & Resolution**

| Severity Level             | Target                                     | Penalty Rate (Rs/hour of delay)          |
|----------------------------|--|--|
| Critical (Complete outage) | Response ≤ 30 min, Resolution ≤ 6 hours    | Rs 2,000 per hour of delay beyond target |
| Major (Partial outage)     | Response ≤ 2 hours, Resolution ≤ 24 hours  | Rs 1000 per hour of delay                |
| Minor (Low impact)         | Response ≤ 24 hours, Resolution ≤ 72 hours | Rs 500 per hour of delay                 |

### **Maximum Penalty Cap**

- Maximum penalty in a single month: 10% of monthly payment
- Repeated SLA violations (>3 months) may trigger contract termination.

## Payment Terms

- Monthly Payment:

The annual bid amount shall be divided equally into 12 monthly payments. Each monthly payment corresponds to the services delivered during that specific month.

- Payment Linked to Service Delivery:

Monthly payment will be released only upon submission of the monthly SLA report, verification of service continuity, and confirmation that the required performance standards have been met.

- Post-Service Payment Processing:

Payment will be processed after availing the services, at the end of each month, upon receipt of invoice and SLA compliance documentation.

- Penalties:

Any SLA violations, downtime exceeding allowed limits, delays in response or resolution, or failure to meet performance targets will result in deductions from the monthly payment as per the approved SLA penalty structure.

### **Additional Bandwidth Provisioning**

The bidder shall be responsible for providing **additional or temporary bandwidth** during special events, peak-usage periods, or any situation where higher bandwidth is rarely required by the client. Such bandwidth increases must be provided **at no additional cost** to the client.

- The bidder shall ensure seamless **on-demand bandwidth upgrades** upon written request from the client.
- Additional bandwidth must be provisioned **promptly** and integrated without disrupting existing services.
- No extra charges, fees, or added pricing shall apply for the temporary or increased bandwidth requirement.
- Failure to provide the required bandwidth in a timely manner will be treated as **non-compliance** and will be subject to SLA penalties

## **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>   |
| 1.  | 2.1.1             | <p><b>Name of Procuring Agency:</b> Punjab Saaf Pani Authority.</p> <p><b>Name of the Contract:</b> Framework Contract for acquiring Dual Path Redundant Fiber Optic FTTX of 100 MBPS for PSPA Head Office</p>                |
| 2.  | 2.1.2             | <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) / 115</p>   |
| 3.  | 2.1.3 (iv)        | <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>                                   |                   |   |
| 6.  | 2.2.2             | The address for clarification of Bidding Documents is Dy Manager (Procurement & Contracts), EFU House, 4th Floor, Jail Road, Main Gulberg, Lahore.  |
| 7.  | 2.2.2             | Pre-bid meeting will not be held.   |
| <b>C. Bid Price, Currency, Language and Country of Origin</b> |                   |   |
| 8   | 2.3.1             | The language of bid and all correspondence related thereto shall be in English.   |
| 9   | 2.3.4             | Prices shall be quoted in Pak Rupees.   |
| 10.   | 2.3.4 & 2.3.9     | 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>                  |                   |   |
| 11.   | 2.1.3             | <p>Qualification Criteria/Knock down criteria (Relevant Documents to be attached by the bidder).</p> <p>i) Having valid License from PTA for Local Loop (LL) &amp; Class Value</p>  |

|  |       |  |
|--|-------|--|
|  |       | <p>Added Services (CVAS).</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 on judicial e-stamp paper.</p> <p>v) Establishment of business from at least 03-years.</p> <p>vi) Submission of Original Bid Security instrument in the shape of CDR / Bank Guarantee from any Scheduled Bank in Pakistan, in favor of Dy Manager (Procurement &amp; Contracts), PSPA for amounting to Rs. 34,100/- in hard form, before the E-bid Submission deadline, at the Office of Dy Manager (Procurement &amp; Contracts).</p> <p>vii) A Major Bandwidth Distributor (having own FIBRE Optic Cable).</p> <p>viii) No blacklisting by PPRA or PSPA affidavit on judicial e-stamp paper duly certified by Notary Public / Oath Commissioner.</p> <p>ix) Affidavit on judicial e-stamp paper 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> |
| 12.                                      | 2.1.1 | <p>Bid shall be submitted to: Dy Manager (Procurement &amp; Contracts)</p> <p>Punjab Saaf Pani Authority</p> <p>EFU House, 4th Floor, Jail Road,</p> <p>Main Gulberg, Lahore.</p>  |
| 13.                                      | 2.4.2 | <p>The deadline for Bid submission is</p> <p>01:00 PM on 09.01.2026</p>  |
| 14.                                      | 2.5.1 | <p>Time for Bid opening.</p> <p>01:30 PM on 09.01.2026</p>   |
| 15.                                      | 2.6.2 | <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>10 %</b> of the accepted tender Price.</p>  |
| 16.                                      | 2.3.6 | <p>Estimated Contract Price is: <b>Rs. 1,705,000/-</b></p> <p>Amount of Bid security is: <b>Rs. 34,100/-</b></p>   |
| 17.                                      | 2.3.7 | <p>Bid validity period after opening of the Bid is: 120 Days.</p>  |
| <b>E. Opening and Evaluation of Bids</b> |       |  |
| 18.                                      | 2.5.1 | <p>The Bid opening shall take place on e-PADS in the office of:</p> <p>Dy Manager (Procurement &amp; Contracts)</p> <p>Punjab Saaf Pani Authority</p> <p>EFU House, 4th Floor, Jail Road,</p> <p>Main Gulberg, Lahore.</p>   |

|                                   |              |   |
|-----------------------------------|--------------|---|
|                                   |              | At <b>01:30 PM</b> on <b>09.01.2026</b> .   |
| <b>19.</b>                        | <b>2.3.4</b> | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupee</p> <p>The source of exchange rate shall be: Selling rate, as notified by the State Bank of Pakistan.</p> <p>The date of exchange rate shall be: 09.01.2026</p> |
| <b>F. Bid Evaluation Criteria</b> |              |   |
| <b>20.</b>                        | <b>2.5.8</b> | 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 |
|----------|---|-----------------|-------------|
| <b>1</b> | <b>Company Profile &amp; Experience</b>   |                 |             |
| i.       | <p><b>Company Profile</b></p> <p>Establishment of business from at least three years (From Registration date of NTN / FBR)</p> <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              | 35          |
| ii.      | <p><b>Relevant Experience</b></p> <p>Work Experience of providing Fiber Optic Internet Services in last (05) years.</p> <ul style="list-style-type: none"> <li>• Full Marks for having experience of 5 or more Contracts of providing Fiber Optic Internet Services.</li> <li>• 50% Marks for having experience of 2 or more but less than 5 Contracts of providing Fiber Optic Internet Services.</li> <li>• No Marks will be given if experience of less than 2 or no Contracts of providing Fiber Optic</li> </ul> | 25              |             |

|           |  |    |    |
|-----------|--|----|----|
|           | <p>Internet Services.</p> <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. 2 million in last three (03) years.</p> <ul style="list-style-type: none"> <li>• Full Marks if average annual turnover is Rs. 5 million or more.</li> <li>• 50 % Marks if average annual turnover is less than Rs. 5 million but greater than or equal to Rs. 2 million.</li> <li>• No marks will be given if average annual turnover is less than Rs. 2 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 |    |
| ii.       | <p><b>Bank Balance / Credit Limit</b></p> <p>If bank balance + credit limit up-to 9<sup>th</sup> January, 2026 is equal to or more than estimate of instant tender, full marks may be awarded. Otherwise, the marks may be awarded as:</p> $\frac{\text{Closing Balance} + \text{Credit Limit} \times 10}{\text{Estimated Price of Current Tender}}$ <p>No Marks will be given if bank balance + credit limit is less than Rs 0.5 million.</p>   | 10 | 20 |
| <b>3.</b> | <b>Human Resource</b>  |    |    |
| i.        | <p><b>Total HR strength of firm / company</b></p> <p><i>Bidders will provide short CVs and employment affidavits on valid judicial e-stamp paper 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 (in case of Engineer).</i></p>   |    | 15 |
| (i)       | <b>01 Senior Network Engineer</b> for Network design, BGP/OSPF routing, service provisioning, backbone   | 6  |    |

|           |  |                      |    |
|-----------|--|----------------------|----|
|           | management<br>(Bachelors in IT / Computer Science / Telecommunications or Equivalent with Min. 03 years relevant experience)   |                      |    |
| (ii)      | <b>01 System &amp; Security Engineer</b> for Systems administration, firewall management & security monitoring.<br>(Bachelors in IT / Computer Science or Equivalent with Min. 03 years relevant experience)   | 4                    |    |
| (iii)     | <b>02 Field Technicians / Fiber Technicians</b> for On-site support, fiber splicing, OTDR testing, installation & maintenance.<br>(Technical Diploma in Telecom/Electronics/IT or Equivalent with Min. 03 years relevant experience)   | 5<br>(2.5 Mark each) |    |
| <b>4.</b> | <b>Technical Specifications</b>  |                      |    |
|           | <b>Technical Specifications to be specified by the bidder</b><br><b>(Page # 35)</b> <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>  |                      |    |
|           | <b>List of offices in big cities of Punjab with following grading: -</b><br>Lahore = 10 marks<br>Any other city = 02 marks each (Subject to maximum limit of cumulative 10 marks)<br><b>Required details are as under: -</b><br>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.  | 10                   | 10 |
|           | <b>Total</b>   | <b>100</b>           |    |

The applicant must score at least 65% marks to qualify.

***\*\* Bidders are advised to only attach the relevant documents and to avoid the attachment of irrelevant / redundant documents.***

#### **G. Award of Contract**

|            |              |   |
|------------|--------------|---|
| <b>21.</b> | <b>2.6.2</b> | The Performance Guarantee shall be: 10% of the accepted Bid Price   |
| <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

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means Dual Path Redundant Fiber Optic FTTX of 100 MBPS Internet Services and other such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

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

**3. Country of Origin** 3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

*[where applicable]*

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

**4. Standards** 4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

**5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.** 5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

**6. Performance** 6.1. Within fifteen (15) days of receipt of the Letter of Acceptance,

**Guarantee** the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than ninety (90) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**7. Incidental material**

*[If required and decided by the Procuring Agency]*

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

**8. Payment**

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by

the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *Pak Rupees*.

|                                |  |
|--------------------------------|--|
| <b>9. Prices</b>               | 9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.   |
| <b>10. Change Orders</b>       | 10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.<br><br>10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated. |
| <b>11. Contract Amendments</b> | 11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  |
| <b>12. Assignment</b>          | 12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.  |
| <b>13. Sub-contracts</b>       | 13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.<br><br>13.2. Subcontracts must comply with the provisions of GCC Clause 12.   |
| <b>14. Delays in the</b>       | 14.1. Performance of Services shall be made by the Service Provider  |

**Service Provider's Performance** in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

**15. Liquidated Damages**

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

**16. Termination for Default**

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for

or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

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

(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

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given

herein below.

**18. Termination for Insolvency**

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**19. Termination for Convenience**

19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Service Provider-an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

|  |  |
|--|--|
| <b>21. Governing Language</b>  | 21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.   |
| <b>22. Applicable Law</b>  | 22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.  |
| <b>23. Notices</b>   | <p>23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>            |
| <b>24. Taxes and Duties</b>  | 24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.  |
| <b>25. Change in minimum wage rate</b>   | 25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.  |
| <b>26. Extension in Contract period</b><br><i>{where applicable and if the procuring agency opts to include this condition, this should be included in original advertisement as well}</i> | Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further period of two more years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract. |

## **Section-VI. Special Conditions of Contract**

## **Special Conditions of Contract**

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

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Procuring Agency is: Punjab Saaf Pani Authority

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: The firm whose bid is determined to be responsive, lowest evaluated and subsequently accepted by the Competent Authority.

### **2. Performance Guarantee (GCC Clause 6)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 10% of the Bid Price

### **3. Incidental Materials (GCC Clause 7)**

GCC 7.1—Incidental materials to be provided are: Not required

### **4. Payment (GCC Clause 8)**

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

#### **Payment for Services provided:**

Payment may be made in Pak. Rupees in the following manner: Running Bill modality.

### **5. Prices (GCC Clause 9)**

GCC 9.1—Prices shall be fixed and shall not be adjusted.

### **6. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate: 0.5% per week

Maximum deduction: 10% of the Contract Price

## **7. Resolution of Disputes (GCC Clause 20)**

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

## **8. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: English

## **9. Applicable Law (GCC Clause 22)**

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

## **10. Notices (GCC Clause 23)**

GCC 23.1—Procuring Agency's address for notice purposes: Dy Manager (Procurement & Contracts), 4<sup>th</sup> Floor, EFU House, Main Gulberg, Jail Road, Lahore

—Service Provider's address for notice purposes: *To be finalized after completion of procurement process.*

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

The successful Bidder will be expected to provide the services of Dual Path Redundant Fiber Optic FTTX of 100 MBPS for PSPA Head Office, initially for 12 months. The contract may be extended for further two years subject to performance of the internet services provider and mutual agreement of both the parties.

On award of Contract, the Bidder will install the required hardware / setup within 7 days, as per the plan below:

| <b>Day</b> | <b>Stage</b>                                   | <b>Activities</b>   |
|------------|--|---|
| Day 1      | <b>Site Survey &amp; Planning</b>              | <ul style="list-style-type: none"><li>- Conduct full site survey</li><li>- Document infrastructure and routes</li><li>- Prepare installation plan and resource allocation</li></ul> |
| Day 2-3    | <b>Fiber / Cabling Installation</b>            | <ul style="list-style-type: none"><li>- Lay fiber / cabling</li><li>- Perform splicing and termination</li><li>- Label cables and perform OTDR / continuity tests</li></ul>         |
| Day 4      | <b>Network Equipment Installation</b>          | <ul style="list-style-type: none"><li>- Mount routers, switches, ONTs/modems</li><li>- Connect equipment to completed cabling</li><li>- Power setup</li></ul>                       |
| Day 5      | <b>Network Integration &amp; Configuration</b> | <ul style="list-style-type: none"><li>- Configure routing, VLANs, QoS, and security</li><li>- Integrate devices into the ISP network</li></ul>                                      |
| Day 6      | <b>Testing &amp; Acceptance</b>                | <ul style="list-style-type: none"><li>- End-to-end testing: bandwidth, latency, packet loss</li><li>- Rectify defects and re-test as needed</li></ul>                               |
| Day 7      | <b>Handover &amp; Documentation</b>            | <ul style="list-style-type: none"><li>- Submit diagrams, IP schemes, manuals</li><li>- Formal handover to client and sign-off</li></ul>   |

- **Note:** The cost of Installation Charges will be paid subject to the satisfactory completion of all the above-mentioned Activities as per the Installation Plan.

Subsequent to the installation of hardware / complete setup, the bidder will provide the internet services for 12 months. As compensation to the bidder for performance of the Services, the Client shall pay to bidder the Internet Services Price in 12 equal monthly installments, as specified in the Priced Bill of Quantities. The monthly payments of bidder shall be based on his daily performance that will be gauged through the fulfillment of scope of services, as mentioned in Section 3.2.

## **Section-VIII: Sample Forms**

## 8.1 Financial 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: Dy Manager (Procurement & Contracts), 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 10 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 **8.10**.

• **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 Dy Manager (Procurement & Contracts) 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 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) 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

(if none, state “none”)

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
*(Handwritten signature)*

---

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of

## 8.2. 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<br><br>Name:<br><br>Address:<br><br>Telephone/Fax numbers:<br><br>Email Address:  |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><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.<br><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.   |

### 8.3. 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 |
|-----|----|

**b) Details of Experience (Last Five Years)**

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

**c) Staff Detail**

|     |    |
|-----|----|
| Yes | No |
|-----|----|

#### **8.4. 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> |  | State/Province  |  |
| <b>City/Town</b>                 |  | Postal Code     |  |
| <b>Phone</b>                     |  | Fax             |  |
| <b>Email Address</b>             |  | Website Address |  |

## 8.5. 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 PSPA or PPRA.
- (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:** \_\_\_\_\_

## 8.6. 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.

## 8.7. 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) / 115

To: Dy Manager (Procurement & Contracts), 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 ACQUIRING DUAL PATH REDUNDANT FIBER OPTIC FTTX WITH OF 100 MBPS FOR PSPA HEAD OFFICE.
- (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.....

## **8.8. Contract Form**

This agreement made on \_\_\_\_\_ which shall be enforced with effect from \_\_\_\_\_ in pursuance of the Acceptance Letter No ----- dated ----- between Dy Manager (Procurement & Contracts), 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.
6. The Special Conditions of Contract.
7. 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 Dy Manager IT, 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.

## **8.9. 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, 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.

## 8.10. Bid Security Form

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 PTA for Local Loop (LL) & Class Value Added Services (CVAS)   |            |                |
| 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 8.2</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 at least 02 Contracts of providing Fiber Optic Internet Services in last (05) years.   |            |                |
| 8     | Technical Bid Form (as per <b>form 8.7</b> of Bidding documents) on letter head of the firm duly signed and stamped.   |            |                |
| 9     | Bid Form (as per <b>form 8.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.  |            |                |
| 10    | Bid Security Form (as per <b>form 8.10</b> of Bidding documents) on letter head of the firm, duly signed and stamped.  |            |                |
| 11    | General Information Form (as per <b>form 8.4</b> of Bidding documents) on letter head of the firm duly signed and stamped.   |            |                |
| 12    | Affidavit (as per <b>form 8.5</b> ) on judicial e-Stamp Paper of Rs. 100/- duly certified by Notary Public / Oath Commissioner   |            |                |
| 13    | Proof of being a Major Bandwidth Distributor (having own FIBRE Optic Cable).   |            |                |
| 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> <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,</li> </ul> |            |                |

|  |  |  |  |
|--|--|--|--|
|  | years of office established.<br>vi. Technical Specifications as per Section 3.1<br>vii. Registered with the registration system available on the e-PADS. |  |  |
|--|--|--|--|

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

## **FINANCIAL BID**

FOR

**FRAMEWORK CONTRACT FOR ACQUIRING DUAL PATH REDUNDANT FIBER  
OPTIC FTTX WITH OF 100 MBPS FOR PSPA HEAD OFFICE**



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

**PUNJAB SAAF PANI AUTHORITY**

**FINANCIAL BID**  
**FOR**  
**FRAMEWORK CONTRACT FOR ACQUIRING DUAL PATH**  
**REDUNDANT FIBER OPTIC FTTX WITH OF 100 MBPS FOR PSPA**  
**HEAD OFFICE**

| <b>Sr. No.</b> | <b>Description</b>   | <b>Unit</b> | <b>Qty</b> | <b>Rate / Unit</b> | <b>Amount</b> |
|----------------|--|-------------|------------|--------------------|---------------|
| 1              | <b>DUAL PATH REDUNDANT FIBER OPTIC FTTX WITH / 29 LIVE IPS</b> |             |            |                    |               |
| (i)            | Installation Charges   | P/Job       | 1          |                    |               |
| (ii)           | 100 MBPS CIR WITH / 29 LIVE IPS                                | P/month     | 12         |                    |               |

**Total amount in words:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature & Stamp:** \_\_\_\_\_